

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 17, 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: APNs: 253-192-006, 253-192-007 and 253-192-008. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Sierra View Medical Center. Under Negotiation: Terms and Price.
 - 2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 247-030-043. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Mary McClure. 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 and Jenni Byers. 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: 261-020-010. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Lynda Mourton. 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 Police Officers Association and Porterville City Firefighters Association.
 - 6-** Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases in which facts are not yet known to potential plaintiff.
 - 7-** Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three cases.

**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 – Amy Graybehl
Employee Service Awards

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): March 16, 2015

2. Local Agency Formation Committee (LAFCO): March 4, 2015

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Parks & Leisure Services Commission:
 2. Library & Literacy Commission:
 3. Arts Commission:
 4. Animal Control Commission:
 5. Youth Commission:
 6. Transactions and Use Tax Oversight Committee (TUTOC):
- II. Staff Informational Reports
 1. Water Conservation Phase II Water System Status
Re: Informational update on the status of the City's water system.

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Minutes of August 5, 2014**
2. **Request to Purchase Police Motorcycle**
Re: Authorizing the purchase and outfitting of a Honda ST1300 motorcycle from Hollister Honda in the amount of approximately \$24,534.91, plus taxes and fees.
3. **Authorization to Advertise for Bids – Transit Security System**
Re: Approving staff's recommended plans and project manual for the project consisting of the purchase and installation of high definition cameras, door access and intrusion detection equipment for Transit Offices.
4. **Award of Contract – Transit Maintenance & CNG Fueling Facility Expansion Project**
Re: Awarding contract to RJ Berry of Selma in the amount of \$2,130,280 for the project consisting of the construction of a minimum of twenty new "time-fill" CNG dispenser locations and appurtenances at the City's Corporation Yard on Prospect Street.
5. **Agreement for Solid Waste Disposal with Tulare County**
Re: Approving Agreement with Tulare County for the City's disposal of solid waste not under contract with Pena's Disposal Service for a term of two years, with an option of three one-year extensions, at a rate of \$28 per ton.

6. **Authorize the Mayor's Challenge for Safe People and Safer Streets**
Re: Approving a resolution authorizing the Mayor to form a local action leader and team in support of the Mayor's Challenge relative to improving safety for pedestrians and bicyclists.
7. **Request for Approval to Contract with UC Davis Koret Shelter Medicine Program (KSMP)**
Re: Authorizing staff to enter into negotiations with UC Davis Koret Shelter Medicine Program for a contract to provide a needs assessment, shelter capacity, and housing recommendations for animal control.
8. **Request to Purchase Police Service Dog**
Re: Authorizing the purchase of a police service dog, including handler training, from Top Dog Training Center in an approximate amount of \$12,700.
- 8a. **Request to Contract for Police Service Dog and Handler Training**
Re: Authorizing a contract with Top Dog Training Center for monthly certified training of police service dogs and handlers for an annual cost of \$4,320 for four K-9s.
9. **Firearms Training Facility Landscaping Maintenance**
Re: Approving a contract with Perfect Care Landscape and Maintenance in an amount of \$750 per month for landscaping services at the City's Firearms Training Facility.
10. **Automatic Aid Cooperative Fire Protection Agreement**
Re: Approving an agreement with Tulare County for the provision of fire and rescue automatic aid for a term of two years, with automatic extensions for one or more consecutive terms of one year each.
11. **California First Property Assessed Clean Energy Program**
Re: Adopting a resolution opting into the California First PACE Program which permits property owners in participating cities to finance energy efficient improvements through assessments on the owners' property tax bills.
12. **Approval of City Concession Licenses**
Re: Approval of concession licenses with American Youth Soccer Organization at the Sports Complex (Spring), South Valley Chivas Academy at the Sports Complex (Fall), and the Porterville Youth Soccer League at Hayes Field (Spring).
13. **A Resolution Approving the Application for State Off-Highway Vehicle Grant Funds**
Re: Adopting a resolution authorizing the application for State OHV Grant Funds.
14. **Approval for Community Civic Event – American Cancer Society, Inc. – Relay for Life of Porterville Kickoff – March 21, 2015**
Re: Approving an event to take place on March 21, 2015 at Veteran's Park.
15. **Approval for Community Civic Event – Optimist Club and Parents Against Bullying – Performing Arts Festival – March 21, 2015**
Re: Approving an event to take place on March 21, 2015 at Centennial Park.

16. **Approval for Community Civic Event – Porterville Unified School District, Porterville Rotary Club and Burton School District – Porterville Celebrates Reading – April 11, 2015**
Re: Approving annual event to take place on April 11, 2015 at Veteran’s Park.
17. **Approval for Community Civic Event – Porterville Chamber of Commerce – Iris Festival – April 25, 2015**
Re: Approving annual event to take place on April 25, 2015 along Main Street in Downtown Porterville.
18. **Renewal of Airport Lease Agreement – Lot 32B**
Re: Approving a 10-year lease renewal between the City of Porterville and Mr. Donald Deaton for a 2,100 sq. ft. space at the Porterville Municipal Airport, at a rate of \$0.293 per sq. ft.
19. **Renewal of Airport Lease Agreement – Lot 38**
Re: Approving a 10-year lease renewal between the City of Porterville and Mr. Raymond Broad and Mrs. Dernie Waikiki for a 4,200 sq. ft. space at the Porterville Municipal Airport, at a rate of \$0.293 per sq. ft.
20. **Request for Proclamation – Foster Grandparent Program 50th Anniversary**
Re: Considering approval of a request to acknowledge the 50th Anniversary of the Foster Grandparent Program.
21. **Request for Proclamation – Fair Housing Month – April 2015**
Re: Considering approval of a request to proclaim the Month of April 2015 as “Fair Housing Month.”
22. **City of Porterville Conflict of Interest Code – Biennial Report**
Re: Accepting the Conflicts and Disclosure Monitor Agency 2014 Biennial Report.
23. **City Council Member Requested Agenda Item – Request for the City Council to Consider Requiring a Road Maintenance Assessment be Included in the Approval of new Residential Subdivisions**
Re: Considering a request by Mayor Stowe to add an item onto the April 7, 2015 Council Agenda.

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

PUBLIC HEARINGS

24. **A Conditional Use Permit, Modification to a Conditional Use Permit and Ordinance Amendment for the Pacific Rim Commercial Mixed-Use Project (PRC 2012-002-GZCP)**
Re: Consideration of approving a proposed modification by the developer to increase the retail space, decrease office space, and reduce the personal storage facility at the development generally located approximately 500 feet southwest of the Henderson Avenue and Newcomb Street intersection.
25. **Adoption of Amendments to the City’s Urban Water Management Plan**
Re: Consideration of amendments to Sections 3.2 through 4.2.3 of the City’s UWMP, and authorizing staff to submit the amended document to the Department of Water Resources, the California State Library, and the County of Tulare.

26. Consideration of the Transaction and Use Tax Oversight Committee’s Finding of “Non-Consistent” Relative to the 2014-2015 Measure “H” Expenditures

Re: Consideration of the Committee’s finding that the 2014/2015 Measure H Expenditures relative to literacy are “non-consistent” with the adopted Expenditure Plan.

SCHEDULED MATTERS

27. Consideration of Appointment to the CDBG Citizens’ Advisory and Housing Opportunity Committee

Re: Consideration of appointing an individual to serve a one-year term on the Community Development Block Grant Citizens’ Advisory and Housing Opportunity Committee.

28. Governor’s Executive Order for California Disaster Assistance Act Funding, and the Provision of Water to East Porterville Residents

Re: Consideration for the continuation of water delivery service by Mutual Aid Agreement with the County of Tulare effective January 10, 2015 for a period of at least 120 days, and considering the request for the purchase of potable water by the County effective January 20, 2015, for a period of at least 12 months.

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 April 7, 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: MARCH 17, 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.

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, February 2015, is a decrease of 20% on the 5-year average and a 29% decrease from 2014. As part of the emergency regulation, the City is required to report monthly water production data. The production for the month of February 2015 was 168 million gallons, residential consumption for the same month was 72 gallons per capita day (GPCD). See table below comparing surrounding Cities for the month of December 2014.



December 2014	GPCD
City of Porterville	70
California Water Visalia	74
City of Tulare	90
City of Hanford	120

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 - 2015-03-17.doc

Dir  Appropriated/Funded 1/14 CM 

Report No. II.2



Drought Response Phase II At-a-Glance

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

DROUGHT RESPONSE PHASE II

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

Mandatory Odd/Even Watering Schedule

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

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

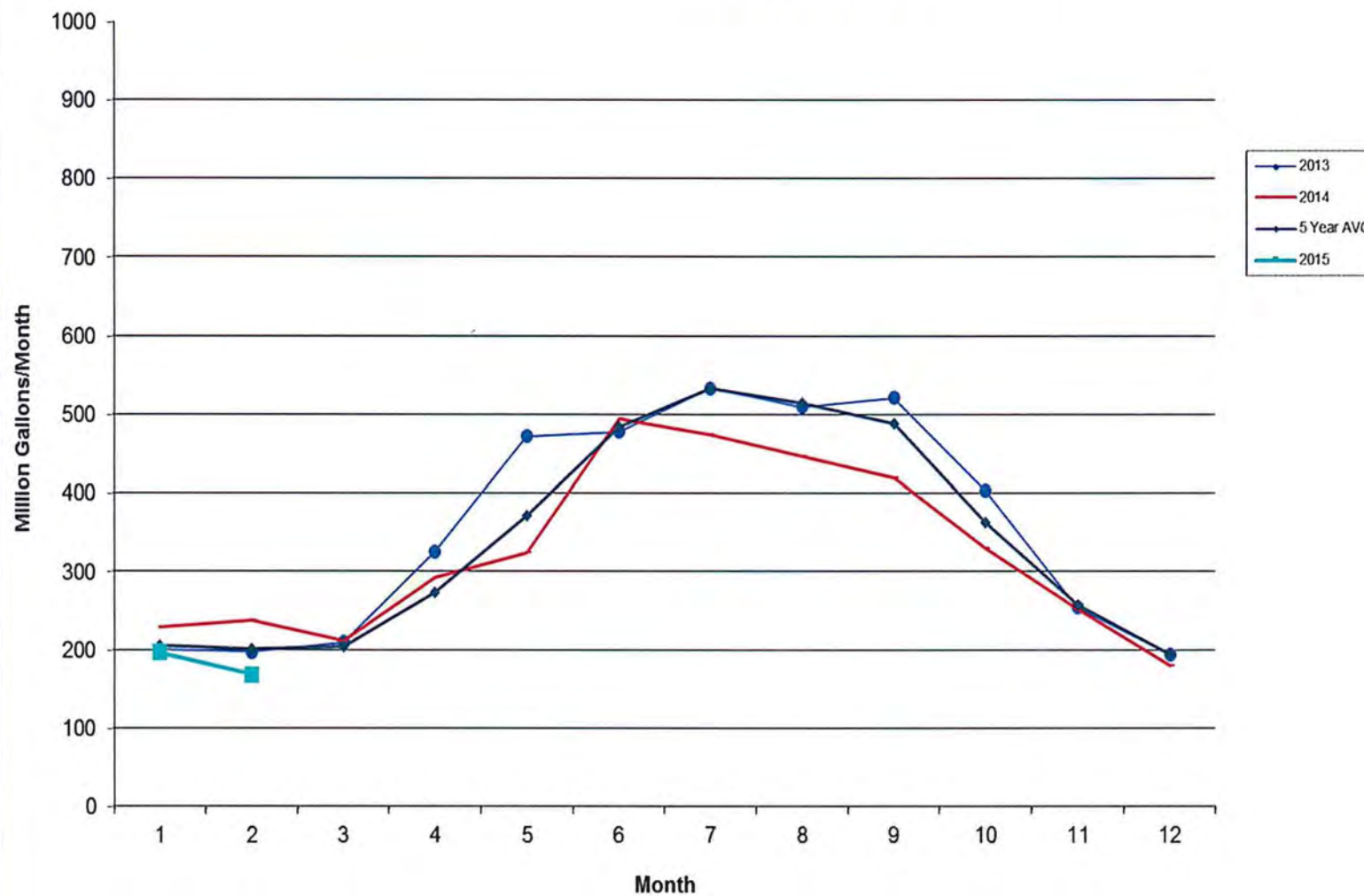
Ornamental water features are prohibited unless the fountain uses a recycling system

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
2015 Production



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

Called to Order at 5:30 p.m.

Roll: Council Member Reyes, Council Member Ward, Council Member Gurrola, Vice Mayor Hamilton, Mayor Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - 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.

2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 261-020-010. Agency Negotiators: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Lynda Mourton. Under Negotiation: Terms and Price.

3- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 280 North Fourth Street. Agency Negotiators: John Lollis and Donnie Moore. Negotiating Parties: City of Porterville and KT/AAA. Under Negotiation: Terms and Price.

4- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 2701 W. Scranton Avenue. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and DT-1 Racing. Under Negotiation: Terms and Price.

5- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 246-112-034 and 246-112-050. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Ray Stone Incorporated. Under Negotiation: Terms and Price.

6 - 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.

7- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three Cases with facts not yet known to potential plaintiffs.

6:30 P.M. RECONVENE OPEN SESSION AND

REPORT ON REPORTABLE ACTION TAKEN DURING CLOSED SESSION

City Attorney Julia Lew reported that no reportable action had taken place.

Pledge of Allegiance Led by Council Member A. Monte Reyes
Invocation – one individual participated.

PRESENTATIONS

Employee of the Month – Wayne Martin
Police Officer Badge Pinning
Porterville Youth Leadership Academy Graduation
LAFCO – Municipal Service Review

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) – July 21, 2014
Council Member Gurrola reported on projects submitted for Active Transportation Program funds, and approval of the Unmet Transit Needs Assessment findings.
2. Joint City/School Committee – July 28, 2014
Mayor Stowe reported on a presentation by Michelle Ragsdale regarding the International Anti-Bullying campaign, and several upcoming school projects.

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 – no report.
 2. Library & Literacy Commission – no report.
 3. Arts Commission – no report.
 4. Youth Commission – no report.
 5. Transactions and Use Tax “Measure H” Oversight Committee – no report.
- II. Staff Informational Reports
 1. Letter of Map Revision Update – “Monache” Special Flood Hazard Area (SFHA)
 2. Water Conservation Plan Update
 3. Library Service Hours – Sundays
 4. Code Enforcement Report, 4th Quarter of FY 2013-2014
 5. Attendance Records for Commissions, Boards and Committees – 4th Quarter Report – FY 2013/14
 6. Report on Charitable Car Washes
 7. Building Permit Activity – May & June 2014

ORAL COMMUNICATIONS

- Heather Billings, Porterville, read letter communicating concerns for safety of children at the City Pool due to lack of supervision and surveillance equipment.

- Linda Hoy, Porterville, thanked Mike Reed for his efforts relative to the Monache flood zone area; indicated that she was working on establishing a neighborhood watch; and requested that the wall behind Wal-Mart be painted.
- Barry Caplan, Porterville, requested that Item 22 be pulled from Consent Calendar; communicated prior interest in revising the City Sister Program and expressed concern regarding the re-naming of the conference rooms currently named for the Sister Cities; and commented on privacy issues relative to the MyPorterville app.
- Johnna Key, Porterville, expressed concern regarding the cost of portable radios (Item No. 2), and suggested that the school try to conserve more water.
- Tony Alverde, Porterville, stated that water pressure in some areas of town was high and caused damage to sprinkler heads, and spoke of billing inaccuracies.

CONSENT CALENDAR

Item Nos. 2, 5, 7 and 8 were pulled for further discussion. Council Member Ward indicated a conflict relative to Item No. 6 and noted his abstention on said item.

1. CITY COUNCIL MINUTES OF DECEMBER 3, 2013 AND JANUARY 15, 2014

Recommendation: That the City Council approve the minutes of December 3, 2013, and January 15, 2014.

Documentation: M.O. 01-080514

Disposition: Approved.

3. AUTHORIZATION FOR TRANSIT VEHICLE REPAIR

Recommendation: That the City Council authorize:

1. The transit bus repair by E.M. Tharp at a cost not to exceed \$14,947.75; and
2. Payment of said equipment upon satisfactory delivery.

Documentation: M.O. 02-080514

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS – MISCELLANEOUS CONCRETE AND STREET REPAIR PROJECT (PUTNAM ALLEY BETWEEN D STREET AND HOCKETT STREET, AND SECOND STREET BETWEEN MILL AVENUE AND OAK AVENUE)

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. 03-080514

Disposition: Approved.

6. AUTHORIZATION TO ADVERTISE FOR BIDS – 5-YEAR CONTRACT FOR THE CLEANING OF ANAEROBIC DIGESTERS

Recommendation: That City Council authorize staff to advertise for a 5-year contract for the cleaning of its four (4) anaerobic digesters.

Documentation: M.O. 04-080514

Disposition: Approved.

9. AWARD OF CONTRACT – HOUSING ELEMENT AND FIVE YEAR CONSOLIDATED PLAN UPDATE

Recommendation: That City Council:

1. Award the Housing Element and Five Year Consolidated Plan Update to LeSar Development Consultants; and
2. Authorize the Mayor to sign contract documents.

Documentation: M.O. 05-080514

Disposition: Approved.

10. AWARD OF CONTRACT – AIRPORT CONSULTANT AGREEMENT

Recommendation: That the City Council:

1. Award the Airport Constant Service Agreement to Tartaglia Engineering of Atascadero, CA; and
2. Authorize the Mayor to execute the Consultant Service Agreement.

Documentation: M.O. 06-080514

Disposition: Approved.

11. AWARD OF CONTRACT – LANDSCAPE MAINTENANCE, VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

Recommendation: That the City Council:

1. Authorize staff to exercise the one-year renewal with Clean Cut Landscape for Landscape Maintenance Groups #1, #4 and #5; and
2. Authorize staff to exercise the one-year renewal with Porterville Sheltered Workshop for Landscape Maintenance Groups #2 and #3.

Documentation: M.O. 07-080514

Disposition: Approved.

12. INTENT TO VACATE EASEMENTS FOR WATER LINE AND STORM DRAINAGE, TEMPORARY EMERGENCY INGRESS AND EGRESS AND TEMPORARY STORAGE OF STORM WATER RELATED TO THE DEVELOPMENT OF RIVERVIEW ESTATES, PHASE FIVE SUBDIVISION (SMEE BUILDERS, INC.)

Recommendation: That the City Council:

1. Pass a Resolution of Intent to Vacate:
 - a) An Easement shown on Parcel Map 4239, recorded in Book 43, page 43 of Parcel Maps;
 - b) An Easement dedicated as Parcel 1 to the City of Porterville by Document No.2006-0042459 recorded April 21, 2006, in the Office of the Tulare County Recorder; and
 - c) An Easement dedicated as Parcel 2 to the City of Porterville by Document No. 2006-0042459, in the Office of the Tulare County Recorder.
2. Set the Council Meeting of September 2, 2014, or soon thereafter, as the time and place for a public hearing.

Documentation: Resolution No. 50-2014

Disposition: Approved.

13. SELECTIVE TRAFFIC ENFORCEMENT (STEP) GRANT AWARD

Recommendation: That the City Council accept the STEP Grant Funding from the California Office of Traffic Safety in the amount of \$69,080.00.

Documentation: M.O. 08-080514

Disposition: Approved.

14. JOINT FUNDING AGREEMENT WITH PORTERVILLE UNIFIED SCHOOL DISTRICT AND BURTON SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

Recommendation: That the City Council:

1. Approve the Agreement for Joint Funding for School Resource Officers for the period of July 1,2014, through June 30, 2015; and
2. Authorize the Mayor to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 09-080514

Disposition: Approved.

15. ADOPT RESOLUTION APPROVING AN INTER-FUND LOAN AGREEMENT FROM GENERAL FUND EQUIPMENT REPLACEMENT TO THE GENERAL FUND OF \$2,400,000 FOR A SIX YEAR AND THREE MONTH TERM FOR THE PURCHASE OF A 13,119 SQ. FT. BUILDING ON THE SOUTHEAST CORNER OF N. MAIN STREET AND E. THURMAN AVENUE (IDENTIFIED BY ASSESSOR PARCEL NUMBERS 253-192-006; 253-192-007; 253-192-008; 253-192-009; AND 253-192-010) FROM SMITH COMMERCIAL PROPERTIES, INCORPORATED, AND AUTHORIZING THE CLOSING OF ESCROW ON THE PURCHASE OF THE PROPERTY

Recommendation: That the City Council adopt the draft Resolution approving an inter-fund loan agreement from General Fund Equipment Replacement (003) to the General Fund (001) of \$2,400,000 for a six year and 3 month term for the purchase of a 13,119 square foot building and property on the southeast corner of N. Main Street and E. Thurman Avenue (identified by assessor parcel numbers 253-192-006; 253-192-007; 253-192-008; 253-192-009; and 253-192-010) from Smith Commercial Properties, Incorporated, and authorizing the closing of escrow on the purchase of the building and property.

Documentation: Resolution No. 51-2014

Disposition: Approved.

16. THIS ITEM HAS BEEN REMOVED.

17. RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 46D

Recommendation: That City Council approve the Lease Agreement between the City of Porterville and Mr. Kevin Taggard for Lot 46D at the Porterville Municipal Airport.

Documentation: M.O. 10-080514

Disposition: Approved.

18. AUTHORIZATION TO ROLL WEED ABATEMENT BALANCES AND UNPAID UTILITY ACCOUNTS TO THE PROPERTY TAX ROLLS

Recommendation: That the City Council adopt the attached resolution authorizing the County Auditor to place these items on the property tax rolls for collection.

Documentation: Resolution No. 52-2014

Disposition: Approved.

19. INTERIM FINANCIAL STATUS REPORTS

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

Documentation: M.O. 11-080514
Disposition: Approved.

20. QUARTERLY PORTFOLIO SUMMARY

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

Documentation: M.O. 12-080514
Disposition: Approved.

21. 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.

Documentation: M.O. 13-080514
Disposition: Approved.

22. COUNCIL MEMBER REQUESTED AGENDA ITEM – REQUEST FOR THE CITY COUNCIL TO CONSIDER THE RENAMING OF THE HAMAMATSU AND LA BARCA CONFERENCE ROOMS IN HONOR OF PAST CITY COUNCIL MEMBERS AND MAYORS, JAY C. COLEMAN AND PETE V. MCCRACKEN

Recommendation: Mayor Stowe makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider the renaming of the Hamamatsu and La Barca Conference Rooms in honor of past City Council Members and Mayors, Jay C. Coleman and Pete V. McCracken.

Documentation: M.O. 14-080514
Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola, that the City Council approve Item Nos. 1 through 4, 6, and 9 through 22. The motion carried unanimously, with the aforementioned abstention.

The Council recessed for ten minutes at 7:57 p.m.

PUBLIC HEARINGS

23. PROPERTY ASSESSED CLEAN ENERGY PROGRAM

Recommendation: That the City Council:

1. Adopt the draft resolution to become a member of the California Municipal Finance Authority, and authorize the mayor to sign the Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority.
2. Adopt the draft resolution opting into the Tulare County PACE Program.

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

The public hearing was opened at 8:18 p.m. Seeing no one, the Mayor closed the public hearing at 8:19 p.m.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward, that the City Council adopt the draft resolution to become a member of the California Municipal Finance Authority, and authorize the mayor to sign the Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority; and adopt the draft resolution opting into the Tulare County PACE Program. The motion carried unanimously.

Documentation: Resolution No. 53-2014; Resolution 54-2014

Disposition: Approved.

SCHEDULED MATTERS

24. RATIFICATION OF FISCAL YEAR 2014-2015 BUDGET

Recommendation: The City Manager recommends that the City Council consider ratification of the adopted 2014-2015 Fiscal Year Budget, including any modifications and for the time period designated by Council.

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Reyes, that the City Council ratify the adopted 2014-2015 Fiscal Year Budget.

MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton, that the motion be amended to include the \$35,000 allocation to the Porterville Chamber of Commerce for Community Promotion. The amendment carried 4/1, with Council Member Ward voting no.

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

Documentation: Resolution No. 55-2014; Resolution No. 56-2014
Disposition: Budget ratified, as amended.

25. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That the City Council approve the resolution adopting the appropriation limit of \$55,693,099 for the 2014/2015 fiscal year.

City Manager Lollis introduced the item, and Finance Director Maria Bemis presented the staff report.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton, that the City Council approve the resolution adopting the appropriation limit of \$55,693,099 for the 2014/2015 fiscal year. The motion carried unanimously.

Documentation: Resolution No. 57-2014
Disposition: Approved.

26. COUNCIL MEMBER APPOINTMENTS ON BOARDS AND COMMITTEES

Recommendation: That the City Council, at its discretion, appoint Council members to fill any existing vacancies, change appointments, and/or revise the list of committees to add and/or eliminate committees as necessary.

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

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward, that the City Council approve the following appointments: Council Member Reyes as representative to the Consolidated Waste Management Authority, Tulare County Economic Development Corporation, and Business Incentive Zone Council; Council Member Ward as alternate representative to the Consolidated Waste Management Authority; and Council Member Gurrola as representative to the SJVAPCD Special City Selection and Citizens Advisory Committees; and remove the representatives for the Chamber Branding Stewardship and Public Safety Building Committees. The motion carried unanimously.

Documentation: M.O. 15-080514
Disposition: Approved.

Council Member Reyes proposed the formation of a joint City-County Committee between the City of Porterville and the County of Tulare.

27. DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES 2014 ANNUAL CONFERENCE

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

City Manager Lollis introduced the item.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward, that the City Council designate Council Member Gurrola to serve as a voting delegate, and Council Member Reyes to serve as alternate voting delegate at the Conference. The motion carried unanimously.

Documentation: M.O. 16-080514

Disposition: Approved.

28. WATER ISSUES RELATED TO THE DROUGHT

Recommendation: That City Council:

1. Allow future Beckman Area properties currently not connected to the City water system to pay water service, meter and backflow costs (hard costs) as a condition of receiving water from the City, and that water connection (acreage) fees not be considered due to lack of solid information on whether connection fees had or had not been paid by Beckman 30 years ago;
2. Provide direction to the Public Works Director on the length of time the City will continue to offer water via fire hydrant to the properties at 74 E. Vandalia Avenue in the event the property owner chooses to drill a new well and not accept California Department of Public Health's offer to pay water connection fees, water service, meter and backflow costs; and
3. Provide direction, if any, to staff on the matter of water to County residents.

City Manager Lollis introduced the item, and Public Works Director Baldo Rodriguez presented the staff report, identifying four drought-related issues before the Council for consideration, being: 1) ten properties in the Beckman Contamination Area not currently connected to City water; 2) nineteen mobile homes without water located at 74 E. Vandalia Avenue; 3) sixty-five properties within City limits without City water; and 4) numerous properties outside of City limits without water. Mr. Rodriguez noted that the County and State were both aware of the drought situation, but that little had been done to assist the residents thus far.

City Manager Lollis indicated that the City does not have enough water capacity to service all of the areas in need of water, but noted that the State is likely to assist with construction costs for water connections along Vandalia Avenue. The Council discussed, at length, health issues associated with properties without water; legal requirements of property owners to provide tenants with water; concerns regarding child welfare; and possible relief efforts for the situation, including assistance from the Porterville Area Coordinating Council or the utilization of City water trucks to store and distribute water.

Mayor Stowe recognized Mr. Fred Beltran, director of the Porterville Area Coordinating Council, to address the City Council.

- Fred Beltran, updated the Council on the efforts of his organization to help those in need of water, stating that the City's assistance with delivering water to residential tanks would be helpful in the long-run. Mr. Beltran also noted an upcoming meeting to educate residents on water conservation and use during the drought.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward, that the City Council approve a 30-day extension to continue to offer water via fire hydrant to the properties at 74 E. Vandalia Avenue in the event the property owner chooses to drill a new well and not accept California Department of Public Health's offer to pay water connection fees, water service, meter and backflow costs. The motion carried unanimously.

Documentation: M.O. 17-080514
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Ward, that the City Council allow future Beckman Area properties currently not connected to the City water system to pay water service, meter and backflow costs (hard costs) as a condition of receiving water from the City, and that water connection (acreage) fees not be considered due to lack of solid information on whether connection fees had or had not been paid by Beckman 30 years ago. The motion carried unanimously.

Documentation: M.O. 18-080514
Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola, that the City Council authorize the Public Works Director to coordinate with the Porterville Area Coordinating Council and the County of Tulare to provide potable water stations, and direct staff to research options for the provision of water to residents on Cloverleaf Street. The motion carried unanimously.

Documentation: M.O. 19-080514
Disposition: Approved, and direction given.

29. CONSIDERATION OF RESOLUTION REQUESTING THE DELAY OF IMPLEMENTATION OF FUELS PRODUCTION AND TRANSPORT UNDER CALIFORNIA'S MARKET BASED PROGRAM TO REDUCE CARBON EMISSIONS ("CAP AND TRADE")

Recommendation: That the City Council consider a Resolution requesting the delay of implementation of fuels production and transport under California's market based program to reduce carbon emissions ("Cap and Trade").

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

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola, that the City Council approve a Resolution requesting the delay of implementation of fuels production and transport under California's market based program to reduce carbon emissions ("Cap and Trade"). The motion carried unanimously.

Documentation: Resolution No. 58-2014
Disposition: Approved.

CONSENT CALENDAR (ITEMS REMOVED FOR FURTHER DISCUSSION)

2. REQUEST TO PURCHASE PORTABLE HAND-HELD RADIOS

Recommendation: That the City Council authorize the purchase of 30 portable hand-held radios from J's Communications in the amount of \$63,411.30 funded out of the Equipment Replacement Fund.

City Manager Lollis introduced the item, and Chief of Police McMillan addressed the Council's questions regarding the cost of the requested radios.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola, that the City Council authorize the purchase of 30 portable hand-held radios from J's Communications in the amount of \$63,411.30 funded out of the Equipment Replacement Fund. The motion carried unanimously.

Documentation: M.O. 20-080514
Disposition: Approved.

5. AUTHORIZATION TO ADVERTISE FOR BIDS – W. NORTH GRAND AVENUE RECONSTRUCTION PROJECT (NEWCOMB STREET TO PROSPECT STREET)

- Recommendation: That City Council:
1. Approve Staff's recommended Plans and Project Manual;
 2. Approve the appropriation of unused Local Transportation Funds amounting to \$102,050; and
 3. Authorize staff to advertise for bids on the project.

City Manager Lollis introduced the item, and Public Works Director Rodriguez addressed the Council's questions regarding potential cost savings for the project.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Vice Mayor Hamilton, that the City Council approve Staff's recommended Plans and Project Manual; approve the appropriation of unused Local Transportation Funds amounting to \$102,050; and authorize staff to advertise for bids on the project. The motion carried unanimously.

Documentation: M.O. 21-080514
Disposition: Approved.

7. AUTHORIZATION TO ADVERTISE FOR BIDS – RECLAMATION AREA LEASE

- Recommendation: That the City Council:
1. Review staff's report along with the entire Reclamation Area Lease "Request for Proposal," and add, delete, or otherwise modify if necessary said proposal;
 2. Direct the Public Works Director to update the "Request for Proposal" to include Council's comments;
 3. Authorize the Public Works Director to advertise the "Request for Proposals for Reclamation Area Lease;" and
 4. Direct the Public Works Director to present a recommendation for awarding the lease agreement on September 16, 2014.

City Manager Lollis introduced the item, and Council Member Ward inquired about options for extending the lease agreement.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward, that the City Council authorize the Public Works Director to advertise the "Request for Proposals for Reclamation Area Lease;" direct the Public Works Director to present a recommendation for awarding the lease agreement on September 16, 2014; and allow for a lease extension amendment to be brought back for Council consideration. The motion carried unanimously.

Documentation: M.O. 22-080514
Disposition: Approved.

8. REJECT ALL BIDS – ANIMAL SHELTER PROJECT

Recommendation: That City Council:
1. Reject all bids for the Animal Shelter Project.

City Manager Lollis introduced the item, and Public Works Director Rodriguez addressed the Council questions regarding the reasons for rejecting the project bids.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Gurrola, that the City Council reject all bids for the Animal Shelter Project. The motion carried unanimously.

Documentation: M.O. 23-080514
Disposition: Approved.

ORAL COMMUNICATIONS

- Linda Hoy, Porterville, agreed with use of a task force and collection of data regarding provision of water to those in need, and suggested use of the National Guard.

OTHER MATTERS

- Council Member Gurrola, spoke of the importance of educating those in need of water of the process; announced that an informational meeting was to take place on Friday at 6:00 p.m., Plano and Orange for those who speak Spanish; and noted citizen concerns regarding child welfare issues.
- Council Member Ward, inquired about Designated Disaster Relief and facilities in the East Porterville Area with water that could be utilized by those in need; spoke of new school year and thanked the Police Chief for traffic control efforts.
- Council Member Reyes, expressed concerns regarding the creation of another subculture or 2nd class citizens who were without water.
- Vice Mayor Hamilton, lauded City Engineer Mike Reed for his work, and expressed displeasure to Linda Hoy for not publicly apologizing to Mr. Reed for comments she had made at past Council meetings.
- Mayor Stowe, encouraged everyone to watch out for students next week as the school year begins; and spoke of water issues.
- City Manager Lollis, reported that the City had two crews out of county to assist with fires.

CLOSED SESSION

None

ADJOURNMENT

The City Council adjourned at 10:05 p.m. to the meeting of August 19, 2014.

SEAL

Luisa M. Zavala, Deputy City Clerk

Milt Stowe, Mayor

CITY COUNCIL AGENDA: March 17, 2015

SUBJECT: REQUEST TO PURCHASE POLICE MOTORCYCLE



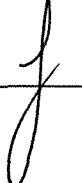
SOURCE: Police Department

COMMENT: The Porterville Police Department Traffic Unit has a vehicle fleet that includes one (1) 2005 Harley Davidson FLHP street motorcycle. It was recently determined that this motorcycle needed maintenance and repairs in order to keep the ten-year-old motorcycle in a safe operating condition. The estimate for the maintenance and repair work exceeds the current estimated value of the motorcycle, which is \$3,000. This motorcycle has been due for replacement for several years. However, during previous evaluations the motorcycle was still in serviceable condition and it was more fiscally prudent to delay the replacement until a later date. That date has now been reached.

In 2012, when it was required to replace one of the fleet's Harley Davidson motorcycles, staff conducted a survey of police motorcycles available, including performance, maintenance, and price. They spoke with dealers, other law enforcement agencies, and physically tested other makes. It was determined that the Honda ST1300 Police Motorcycle would be the most efficient replacement for the Harley Davidson. Since that time, two of the three Harley Davidson motorcycles have been replaced by the Honda ST1300 Police Motorcycle. By replacing the sole remaining Harley Davidson with the Honda ST1300 Police Motorcycle, the Department will further standardize the traffic unit's fleet so that all current street motorcycles are the Honda ST1300 Police Motorcycle.

Hollister Honda is the current authorized City vendor being utilized to provide services for the current fleet of police motorcycles. They are a turn-key source for police motorcycles and provided a bid of \$24,534.91 (plus applicable taxes and fees) for a replacement motorcycle. This amount also includes the outfitting of the motorcycle to our specifications. Also provided was a tentative estimate of \$3,000 for trade-in of the Harley Davidson to be utilized against the purchase price of the new motorcycle.

Through sound fiscal management and savings in the vehicle's

D.D.  Appropriated/Funded  C.M.  Item No. 2

depreciation fund, monies for this vehicle's replacement has already been accumulated in the respective vehicle depreciation account. The Police Department requests Council approval to purchase the above-listed equipment and enter into direct negotiations with the vendor of this item in accordance with the City's Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 10, 1987.

RECOMMENDATION: That the City Council:

- 1) Authorize the purchase and outfitting of a Honda ST1300 motorcycle from Hollister Honda in the amount of approximately \$24,534.91 (plus taxes and fees); and
- 2) Authorize payment upon satisfactory delivery of the motorcycle.

ATTACHMENT: Bid from Hollister Honda



HOLLISTER POWERSPORTS

HOLLISTER POWERSPORTS

411 SAN FELIPE ROAD, HOLLISTER CA 95023

tel 831.630.5200

fax 831-630.5706

www.hollisterpowersports.com

Porterville Police Department

QUOTE FOR HONDA 2015 ST1300PA

2-24-2015

MOTORCYCLE COST UPFITTED TO Porterville SPEC \$24,534.91

INCLUDES INSTALLATION OF RADIO (PROVIDED BY Porterville PD)

PRICE DOES NOT INCLUDE SALES TAX, DOC FEES, TIRE FEES

NOTE: IF HOLLISTER POWERSPORTS IS PROVIDING ANY ADDITIONAL EQUIPMENT
PLEASE SEE COST BELOW

STALKER 2 RADAR	\$3450
MOTOROLA APX7500 RADIO	\$5900
OPTICOM EMMITER	\$900

5

(INSTALLATION INCLUDED)



BID SECTION PORTORVILLE**MAKE & MODEL**

Honda Motorcycle – Model ST1300PA

State year: _____

Warranty: _____

QTY	MFR	Description	Comment	BIDDERS EXCEPTIONS
1	Sound Off	EGHST1R/ Red dash mount steady Ghost Light	Installed on front facing windshield	
1	Sound Off	EP2SSMDBR / Red forward-facing flashing Predator II	Installed on front facing windshield	
1	Sound Off	EP2SSMDBB /BLUE forward-facing flashing Predator II	Installed on front facing windshield	
1	Motorola	HKN4191B	POWER CABLE RADIO	
1	HITRON	HS-404	4X4 SPEAKER DASH	
1	SOUND OFF	EP2SSMDBR / Red REAR LITE BAR	REAR OF BIKE	
1	TR	22120111	Red mounted on dash to warn of rear lights being on	
2	Sound Off	EAUSSMB0SWC/ Integrated Spot Lights	Take Down Lights	
1 SET	HP	HP0008	Take Down Light Mounting Brackets	
1	WAYTEC	ATM MINI	FUSE BOX	
1	Sound Off	EP2SSMDBB/ BLUE on side of left front cowl @ 45 degree angle Predator II	Side Mount	
1	Sound Off	EP2SSMDBR/ RED on side of right front cowl @ 45 degree angle Predator II	Side Mount	

City of PORTORVILLE

QTY	MFR	Description	Comment	Bidders Exceptions
2	Sound Off	EP2SSMDBB/ BLUE Single Surface Mount on right of Radio Box Predator II	Side Mount	
1	Sound Off	EP2DGS1J/RED/BLUE DSS mounted LOW rear facing	Rear of Bike	
1	Sound Off	EP2SSMDBB /BLUE REAR LITE BAR	Rear of Bike	
1	WHELEN	5FLANGEB 500 Series Black Trim Ring	Rear of Bike	
1	WHELEN	50R00XRR/ Auxiliary Brake Light		
1	WHELEN	SA315P/ Compact Electronic PA Speaker, with Wail, Yelp, & Air horn integrated	Siren	
1	SOUND OFF	ETSA 200R power supply for siren	POWER SUPPLY	
1	Odyssey	GC016 CHARGING PIG TAIL	Battery	
1	ODYSSEY	PC545 Odyssey Battery/ gel battery with 545 cold cranking amps	Battery upgrade kit	
1	HP	HP0010 Battery BOX Upgrade Kit	Battery upgrade kit	
1	ODYSSEY	G7200 Odyssey 6amp Battery Charger [matched to PC545	CHARGER	

City of PORTORVILLE

QTY	MFR	Description	Comment	BIDDERS EXCEPTIONS
1	Honda [OEM]	Paint: Black & White or All White on faring and side cover	Painting	BLACK/WHITE
1	CYCLE PAL	1101-30 Cycle Pal 30 minute electronic time out	Radio installation	
1	HP	HP0011 RADIO CONTROL Head Mount Bracket	Radio installation	
1	MC Enterprise	1300-001 Chrome front small 1300-007 small rear guards	Accessories	
1	MC Enterprise	1300-07-PBaton & Flashlight holder mounted on right front guard	Accessories	
1	OXFORD	GPOX6962 Heated Handgrips -	Accessories	
1	HP]	HP0007 Honda line 12 volt accessory plug	ACCESSORIES	

City of PORTORVILLE

QTY	MFR	Description	Comment	BIDDERS EXCEPTIONS
1	HP	HP0005 Note Pad Holder	Accessories	
2	WHELEN	OSBOOSCR BLUE RUNNING LITES	REAR MUD FLAP	
1	HP	HP0004 Cite book holder	ACCESSORIES	
1	HP	HP0006 RADAR CONTROL MOUNT Emergency Lights wired to specifications and COLOR combination as follows: Position 1 – Rear Facing Lights Position 2- All Lights Position 3- Yelp momentary Position 4- Wail on/off Position 5- Take Down Light on/off Air horn is on Stock horn button	_ACCESSORRIES —	

City of PORTORVILLE

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – TRANSIT SECURITY SYSTEM

SOURCE: Public Works Department – Transit Division

COMMENT: The Plans and Project Manual have been prepared for a Transit Security System (TSS). The integrated transit security system will be installed at the Transit Center, Bus Maintenance Facility and City Hall, and will include the purchase and installation of high definition security cameras, door access, and intrusion detection.

Funding was approved in the 2014/2015 Annual Budget for the Transit Security System. Funding for the project will come from Federal Transit Administration (FTA) capital assistance and Local Transportation in the amount of \$200,000. Eight percent of the project cost, \$160,000, will be provided by the FTA and twenty percent, \$40,000, will be provided by Local Transportation Funds (LTF).

The plans and project manual are available in the Pete V. McCracken Conference Room.

RECOMMENDATION: That the City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids for the purchase of a Transit Security System.

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Dir AKC Appropriated/Funded AMB CM J

Item No. 3

SUBJECT: AWARD OF CONTRACT – TRANSIT MAINTENANCE & CNG FUELING FACILITY EXPANSION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On February 18, 2015, staff received three (3) bids for the Transit Maintenance & CNG Fueling Facility Expansion Project. The Base Bid includes constructing a minimum of twenty (20) new "time-fill" CNG dispenser locations for use by the City's expanding CNG-vehicle fleet. The expansion will include connections to existing upstream CNG-supply headers, routing of new distribution headers, location and configuration of new time-fill stations, supporting electrical work for under canopy lighting, and emergency shutdown buttons at the new dispensing areas.

The expansion project will include civil construction work as well as structural work. The civil elements of the project will include grading, infill and paving of existing ponds, enhancing emergency storage at the Waste Water Treatment Facility, concrete improvements, installation of storm drainage system, and water main for fire protection. The structural aspect of the project will consist of installing two new pre-engineered canopies. The new canopies will generally match existing canopies. There will also be construction of structural support for the new CNG-fueling dispensers. The CNG Expansion Project includes installation of solar panels on the pre-engineered canopies; however, these solar panels or Solar Photovoltaic Systems are intended as add alternates. The add alternates are listed as follows:

CNG Fueling Facility Expansion Project Add Alternates:

- Add Alternate A – Installation of "Solar Photovoltaic System 1" 40 kilowatt system.
- Add Alternate B - Installation of "Solar Photovoltaic System 2" 40 kilowatt system.
- Add Alternate C - Installation of "Solar Photovoltaic System 3" 40 kilowatt system.
- Add Alternate D – Installation of "Solar Photovoltaic System 4" 40 kilowatt system.

This project is partially funded by a Federal Transit Administration grant, which requires the City to establish a Disadvantaged Business Enterprise (DBE) goal specific to the construction trades involved in this project. The DBE goal for this project was 7.5%. In order to meet the DBE federal requirements, bidders need to provide both the achieved DBE obtained percentage and/or a "Good Faith" effort. In other words, if the responsive

Dir MRP Appropriated/Funded MB CM J Item No. 4
APWD

low bidder meets the DBE goal, then a “Good Faith” effort is not required. If the DBE goal is not met, then the low bidder must prove to the agency that a “Good Faith” effort was attempted during the bidding process. The responsive low bidder exceeded the City’s DBE goal by documenting that DBE contractors will perform 8.0% of the base bid and 8.6% of the add alternates combined, all of which exceeds the established 7.5%.

The Engineer’s Estimate of probable cost for the Base Bid is \$1,081,617.20 and \$2,141,383.60, including all add alternates. The specifications as written and published budget amount requires the award of contract based on the lowest responsive base bid. The add alternates, if awarded, will establish a solar photovoltaic system that will assist in offsetting some of the electrical costs for the entire CNG facility. The responsive low bidder is 24% over the Base Bid Engineer’s Estimate and 0.5% below the Engineer’s Estimate for the complete bid.

The responsive low bidder’s bid for the project is \$2,130,280. An additional \$213,028 is required for construction contingency (10%). It is anticipated that an additional \$106,514 is required for construction management, quality control, inspection services, and construction surveying (5%). The total estimated cost for the project is \$2,449,822.

Partial funding was approved in the 2014/2015 Annual Budget for CNG Facility Expansion and the Council approved a budget augmentation of \$300,000 of Solid Waste Funds to provide a total budget amount of \$1,821,228, which includes Local Transportation Funds (LTF) that are typically slated for Transit. Staff is recommending approval of the entire project, Base Bid plus all Add Alternates. In order to accomplish this, the Transit Operator was successful in obtaining an additional \$400,000 in Federal Transportation Funds (Section 5309 and 5307 Federal Funding), which requires a \$100,000 local match of LTF funds. There is still a need of \$128,549 to fully fund the project. Staff is recommending \$100,000 budget augmentation from the Waste Water Treatment Facility Capital Reserve Fund and the remainder to be financed with Local Transportation Funds.

The following is a summary of current available funding and proposed funding:

Current Available Funds

Federal Transit Administration:	\$1,535,228
Local Transportation Funds:	\$ 386,000
Solid Waste Fund:	<u>\$ 300,000</u>
Current Available Fund Total:	\$2,221,228

Proposed Budget Augmentation

Waste Water Treatment
Facility Capital Reserve Fund: \$ 100,000
Local Transportation Fund: \$ 128,594
Proposed Augmentation: \$ 228,594

Proposed total amount: \$2,449,822

The bids are as follows:

<u>Contractor</u>	<u>Amount</u>
1. RJ Berry Selma, CA	Base Bid: \$1,341,280.00 Add Alt: <u>\$ 789,000.00</u> Total: \$2,130,280.00
2. Lee's Paving Visalia, CA	Base Bid: \$1,449,262.75 Add Alt: <u>\$ 733,950.00</u> Total: \$2,183,212.75
3. Diversified Project Services* Bakersfield, CA	Base Bid: \$1,547,735.09 Add Alt: <u>\$ 559,585.26</u> Total: \$2,107,320.35

*Non-responsive bid. The bidder did **not** comply with the "Self Performance" clause, which requires the prime contractor to perform fifty (50) percent of the contract with his/her forces. This bidder also failed to meet the requirements of the City's DBE program requirements.

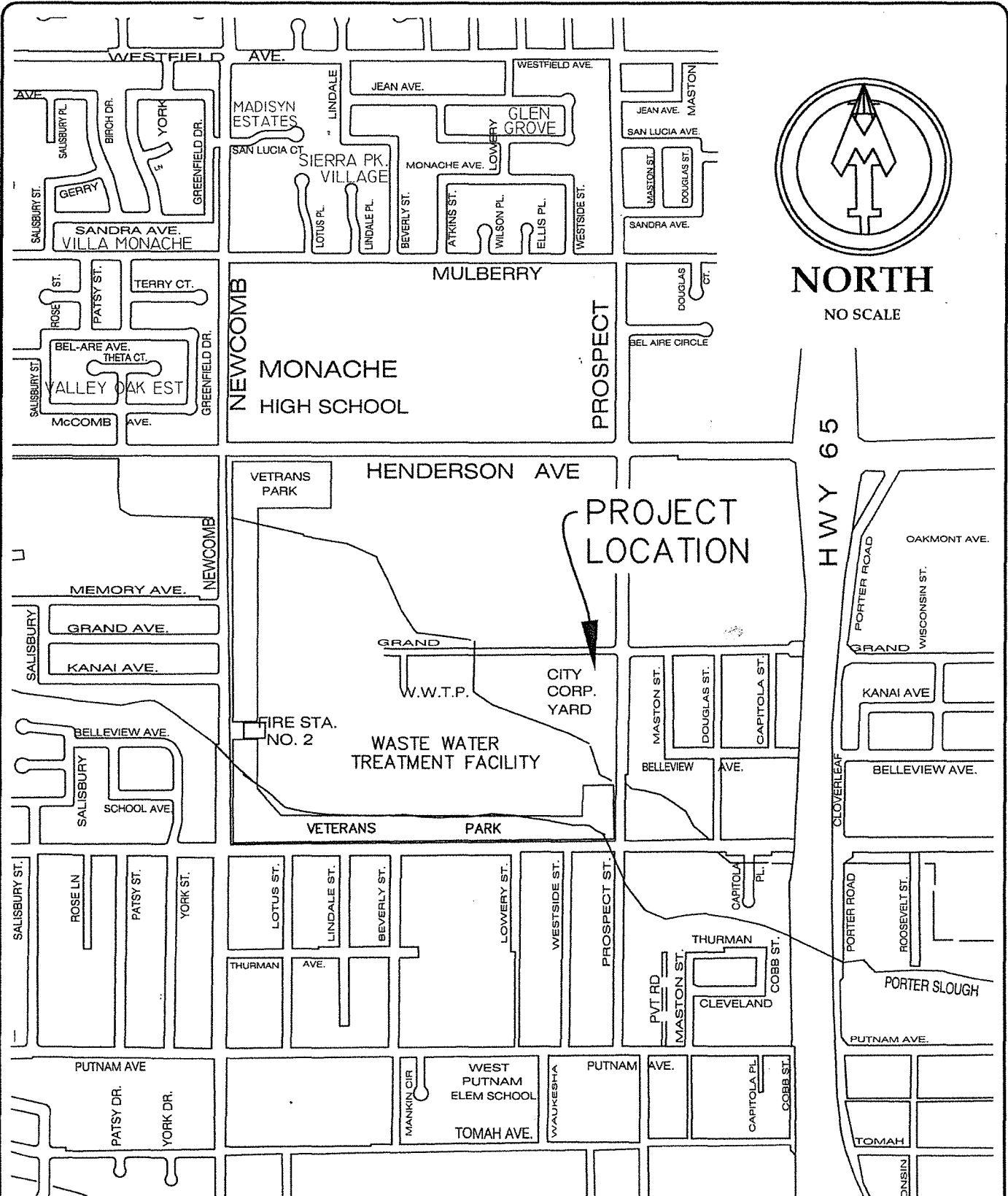
Staff has found the responsive bidder's bid acceptable and in compliance with the specification requirements for the project. It should be noted that all three bidders were within 3.47% of each other.

RECOMMENDATION: That City Council:

1. Award the Transit Maintenance & CNG Fueling Facility Expansion Project to RJ Berry in the amount of \$2,130,280;
2. Authorize a 10% contingency to cover unforeseen construction costs and 5% for construction management, quality control, inspection services, and construction surveying;
3. Re-affirm the \$300,000 Solid Waste Fund appropriation;

4. Authorize the Finance Director to appropriate an additional \$100,000 from Waste Water Facility Capital Reserve Funds and \$128,594 from the Local Transportation Fund;
5. Authorize progress payments up to 100% of the contract amount; and
6. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENT: Locator Map



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

**Transit CNG
 Fueling Facility
 Expansion Project**

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: AGREEMENT FOR SOLID WASTE DISPOSAL WITH TULARE COUNTY

SOURCE: Public Works Department – Field Services Division

COMMENT: At the August 28, 2012, Tulare County Board of Supervisors meeting, the Board authorized a reduction in the days of operation at the Teapot Dome Landfill facility. Additionally, at their September 11, 2012, meeting the Board approved a tipping fee increase to \$34 per ton that went into effect January 1, 2013.

The reduction in days of operation at the Teapot Dome Landfill facility and the increased tipping fees required the City to find an alternative for the disposal of solid waste streams collected. At the November 6, 2012, City Council meeting, staff was given authorization to negotiate with Pena's Disposal Service (Pena's) to amend the existing contract to include providing the services to transport, process, recycle and/or dispose of solid waste streams collected by the City, utilizing our transfer facility. The City's transfer facility has a Registration Permit with the County Local Enforcement Agency (LEA) to transfer up to 150 tons per day.

We are in the process of obtaining a Full Solid Waste Facility Permit, which would allow the transfer of up to 500 tons per day at our facility, and it will likely be another 3-6 months before becoming fully permitted. Therefore, a portion of our solid waste stream continues to be hauled to the Teapot Dome Landfill facility.

On July 1, 2014, the County ceased operations at the Woodville Landfill facility and reopened the Teapot Dome Landfill facility to full operation. The County is currently negotiating waste disposal agreements with local cities and haulers that include a lower tipping fee. The City of Tulare recently signed an agreement with the County that included a \$28 per ton tipping fee.

The County has expressed an interest in negotiating a 2-year agreement with an option of three 1-year extensions at \$28 per ton with the City of Porterville for the solid waste tonnage not under contract with Pena's. This amounts to approximately 5000 tons at a savings of \$30,000 annually.

Dir MR Appropriated/Funded MR CM [Signature]

Item No. 5

It is staff's recommendation that Council approve entering into a 2-year agreement with an option of three 1-year extensions with the County of Tulare for the disposal of solid waste **not** under contract with Pena's.

RECOMMENDATION: That City Council:

1. Enter into a 2-year agreement with an option of three 1-year extensions with Tulare County for the disposal of solid waste not under contract with Pena's; and
2. Authorize the Mayor to sign the necessary documents.

ATTACHMENT: Waste Disposal Agreement

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WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF TULARE, CALIFORNIA

and
the

CITY OF PORTERVILLE, CALIFORNIA

Dated _____, 2015

County Authorization Date:

City Authorization Date:

County Notice Address:

Director
Solid Waste Department
5961 S Mooney Blvd, Visalia, CA
Visalia, CA

City Notice Address:

City Manager
291 N. Main Street
Porterville, CA 93257

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WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of August 1, 2014, between the County of Tulare, a political subdivision of the State of California (the "County"), and the City of Porterville, A California Municipal Corporation and charter city (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System").

The Disposal System includes two active landfill sites, the Visalia site and the Teapot Dome site.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City owns, manages and operates a collection system for the disposal of municipal solid waste generated within the City pursuant to the City's charter.

The City and the County desire to enter into this agreement.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City's residents by providing greater disposal rate stability, promote more predictable and reliable long-term disposal service costs, complement and enhance County's efforts with regard to making the County-wide Disposal System more businesslike and sound on a long term basis and promote sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis.

It is, therefore, agreed as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

“Appendix” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

“Applicable Law” means the Act, the Tulare County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

“CalRecycle” means the California Department of Resources Recycling and Recovery.

“CEQA” means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

“Change in Law” means any of the following events or conditions which has a material and significant effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(4) any new or revised requirements imposed by Law upon the Department after the Commencement Date of this Agreement relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

“City” means, as applicable, the City of Porterville and party to this Agreement.

“City Acceptable Waste” means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

“Commencement Date” means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(A) hereof.

“Contract Date” means the first date on which this Agreement has been executed by both parties hereto.

“Contract Rate” has the meaning specified in Section 4.2 hereof.

“Contract Year” means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

“Controllable Waste” means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate.

“County” means the County of Tulare, a political subdivision of the State of California and party to this Agreement.

“County Plan” means the integrated waste management plan of the County approved by the CalRecycle pursuant to the Act as in effect from time to time.

“County Solid Waste Enterprise Fund” means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

“Department” means Tulare County Solid Waste Department, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

“Disposal Services” means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

“Disposal System” means the Tulare County Waste Disposal System which includes solid waste disposal operations at any of the two landfills (Visalia or Teapot Dome) and any future sites owned by County and which are made active in the County’s discretion.

“Corrective Action Fund” means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

“Governmental Body” means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

“Hazardous Substance” has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

“Hazardous Waste” means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

“Initial Term” has the meaning specified in Section 6.1(A) hereof.

“Law” means the statutes adopted by the legislative bodies and signed into law by the President or Governor, respectively, of the United States of America (Federal) or by the State of California (State); Federal and State administrative laws; final decisions by Federal or State Appellate and Supreme Courts.

“Legal Entitlement” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

“Loss-and-Expense” means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

“Non-Recycled City Acceptable Waste” means all City Acceptable Waste other than Recycled City Acceptable Waste.

“Overdue Rate” means the maximum rate of interest permitted by the laws of the State or 1% per month whichever is lower.

“Posted Disposal Rate” means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement, or any other agreements that may be in place.

“Prohibited Medical Waste” means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

“Qualified Household Hazardous Waste” means waste materials discarded from households as opposed to businesses determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be any of the following:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive;
- (3) Carcinogenic/mutagenic/teratogenic;

. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

“Recycled City Acceptable Waste” means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is “recycled” within the meaning of Section 40180 of the Public Resources Code.

“Renewal Term” has the meaning specified in Subsection 6.1(B) hereof.

“Residue” means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

“Resource Conservation and Recovery Act” or “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

“Self-Hauled Waste” means City Acceptable Waste collected and hauled by Self-Haulers.

“Self-Hauler” means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

“Service Covenant” means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

“Source-Separated Household Hazardous Waste” means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

“Source-Separated Household Hazardous Waste Disposal System” means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

“State” means the State of California.

“Term” shall mean the Term of this Agreement.

“Ton” means 2,000 pounds.

“Transfer Station” means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

“Unacceptable Waste” means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

“Uncontrollable Circumstance” means any act, event or condition affecting the Disposal System, the County, the City, or contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be

construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law; and

(3) a strike or labor action taken against either party by a local public employee organization under the provisions of Government Code section 3500, et. Seq (the Meyers-Milias-Brown Act) that effects either party's ability to perform under the Agreement.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

(F) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.

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

(H) Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE
AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess ~~from~~ to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith that is not subject to any other agreements or regulations.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant.

(D) Waste Flow Enforcement. The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such

breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15). In the event that the County terminates the Waste Disposal Agreement as a result of such breach and in compliance with section 5.3 (B), the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries tonnage amount delivered by the City for over the twelve months period prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(E) Waste Information System. The City shall cooperate with the Department in collecting information in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement.

(F) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, with regard to the minimum tonnage amount specified in the Waste Disposal Covenant, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to the minimum Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(G) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(H) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(B) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System, (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Visalia and Teapot Dome Landfills open for the receipt of waste for disposal of Controllable Waste pursuant to this Agreement. The County

shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations. Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by with the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

(C) Reasonable Cooperation. The parties agree that each is operating a component necessary for City to operate a Municipal Solid Waste System. To this end, the parties agree to reasonably accommodate special circumstances within the other's operations whenever practicable and when such reasonable accommodation will not cause the accommodating party to bear additional costs.

(D) City Included In Future Planning. County agrees to keep City informed and allow City's participation where reasonable in future Disposal System financial, capacity, and operating planning concerning the long term viability and functioning of the County's Disposal System. City's costs related to such participation will be City's sole responsibility.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse acceptance of:

(1) Unacceptable Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles delivering material to the Disposal System, and may require that the City remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the City is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading.

(B) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(C) Disposal of Unacceptable Waste. If Unacceptable Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Visalia Landfill open for the receiving of Controllable Waste Monday through Friday from 6:00 a.m. to 4:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. The County shall keep the Teapot Dome Landfill open for the receiving of Controllable Waste 7 a.m. to 4 p.m. Monday through Friday and 8 a.m. to 4 p.m. Saturday. Both landfills will be closed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

SECTION 3.5 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) Other City Agreements. The County shall have the right to enter into waste disposal agreements with Tulare County cities with respect to Acceptable Waste. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In the event a lower Contract Rate is agreed to with any other entity for disposal of Acceptable Waste generated by that entity within Tulare County, such the Contract Rate provided in this Agreement shall be adjusted to match such lower Contract Rate.

(B) Receipt of Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the City. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the City in accordance with the applicable Disposal Agreements.

(C) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by the City. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by the City shall be \$28 per ton from the Commencement Date through the Term on the Contract, subject to reasonable adjustments due to the following:

(i) changed costs incurred by the County due to the occurrence of one or more Uncontrollable Circumstances, and

(ii) adjustments due to changes in costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials.

(C) Adjustment Resulting from Changed Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or changes in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently \$1.40 per ton). The adjustment shall be equal to the amount of any new or changed fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any changed pursuant to Section 4.2(D) as soon as practicable after becoming aware of the imposition of any fees described above.

(D) Procedure for Rate Adjustments. County shall give City 90 days advance written notice of any changes to the Contract Rate or any other charges to be imposed upon City under this Agreement. The written notice given by County shall include an explanation of the reasons for the change in charges, provide schedules or computations showing the incremental changes in any charges, and provide City with 30 days to request clarification or dispute any adjustment to the charges imposed under this Agreement.

(E) Termination in Case of Change in Contract Rate. Notwithstanding any other provision of this contract, City shall have the right to terminate this contract without further obligation in the event of an increase in the Contract Rate during the term hereof.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. The City shall take all budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use its best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Disputes. If the City disputes any amount billed by the County in any billing statement, the City shall pay the undisputed portion of the billed amount and shall provide the County with written objection within 30 days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to the City for any objection to or disagreement with such amount. If the City and the County are not able to resolve such dispute within 30 days after the City's objection, either party may pursue appropriate legal remedies as to the disputed amount. Pending resolution of such dispute, City's failure to pay the amount in dispute shall not be a breach of this Agreement justifying termination by either party.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 7.15) multiplied by the average monthly tonnage amount of City Acceptable Waste delivered to the Disposal System as calculated over the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by 12 months, or if less than 12 months are remaining in the Terms, the number of months remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) With Cause: This Agreement may be terminated by either party should the other party:

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

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

(C) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of County for which City's services are to be performed, may immediately suspend performance by City, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by City to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver

thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect for twenty-four months, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before July 31, 2016 for an additional term of one year (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. There will be three one-year options to renew. Absent renewal, the Agreement shall expire on July 31, 2016.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional five-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Commencement Date. The Commencement Date for the Agreement shall be August 1, 2014.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to either party of meeting its obligations hereunder and providing Disposal Services to the City or the City's delivery of its Controllable Waste to the Disposal System in accordance herewith, the adversely affected party shall be entitled to an adjustment in the Contract Rate as provided in Section 4.2 herein equal to the amount of the increased cost a result thereof. Any cost reductions achieved through the mitigating measures undertaken by the adversely affected party pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been adjusted or shall serve to adjust the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the City agrees that it will protect, indemnify, defend and hold harmless the County from and against all activities arising from the City's activity pursuant to this Agreement. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The County acknowledges the City's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the City in the defense. To the extent permitted by law, the County agrees that it will protect, indemnify, defend and hold harmless the City from and against all activities arising from the County's activity pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste by the City. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 LIMITED RECOURSE.

(A) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in the City

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to either party of meeting its obligations hereunder and providing Disposal Services to the City or the City's delivery of its Controllable Waste to the Disposal System in accordance herewith, the adversely affected party shall be entitled to an adjustment in the Contract Rate as provided in Section 4.2 herein equal to the amount of the increased cost a result thereof. Any cost reductions achieved through the mitigating measures undertaken by the adversely affected party pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been adjusted or shall serve to adjust the Contract Rate to reflect such mitigation measures, as applicable.

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(B) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in the City

Solid Waste Enterprise Fund in accordance with the terms of this Agreement. The City shall make adequate provision in the administration of the City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.5 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.6 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.7 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.8 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. Other than as provided in this Agreement, in no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.9 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.10 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.11 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.12 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

SECTION 7.13 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.14 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder.

SECTION 7.15 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective

addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF TULARE

Date _____

By _____
Chairman, Tulare County Board of Supervisors

Date _____

By _____
Clerk, Tulare County Board of Supervisors

CITY OF PORTERVILLE

Date _____

By _____
Milt Stowe
Mayor
City of Porterville

Date _____

By _____
John D. Lollis
City Clerk
City of Porterville

APPROVED AS TO FORM:
COUNTY COUNSEL
TULARE COUNTY, CALIFORNIA

By _____

Date _____

CITY ATTORNEY

By Julia M. Lew _____

Date _____

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: AUTHORIZE THE MAYOR'S CHALLENGE FOR SAFER PEOPLE AND SAFER STREETS

SOURCE: Public Works Department - Transit

COMMENT: The Mayor's Challenge for Safer People and Safer Streets is a call to action by the U.S. Department of Transportation's (USDOT) Secretary Foxx for mayors and local elected officials of any political jurisdiction whether town, city, county, tribal lands, territory, or State to take significant action to improve safety for bicycle riders and pedestrians of all ages and abilities over the next year.

The Challenge is based on the 2010 USDOT Policy Statement on Bicycle and Pedestrian Accommodation to incorporate safe and convenient walking and bicycling facilities into transportation projects. USDOT recognizes the many benefits walking and bicycling provide – including health, safety, environmental, transportation and quality of life.

The USDOT has established the following seven Challenge activities:

1. Take a complete streets approach;
2. Identify and address barriers to make streets safe and convenient for all road users, including people of all ages and abilities and those using assistive mobility devices;
3. Gather and track biking and walking data;
4. Use designs that are appropriate to the context of the street and its users;
5. Take advantage of opportunities to create and complete pedestrian and bicycle networks through maintenance;
6. Improve walking and biking safety laws and regulations; and
7. Educate and enforce proper road use behavior by all.

Challenge cities will be free to focus on Challenge activities where they can make the most progress and to document previous achievements in the Challenge areas. Throughout the year, opportunities will be provided for peer exchange and additional group technical assistance in each of the seven Challenge areas.

While no monetary resources or funding are available specifically for participating in the Challenge, the Federal Transit Administration (FTA) and Federal Highways Administration (FHWA) lists funding opportunities that support the pedestrian and bicycle safety efforts of cities.

Dir MLC Appropriated/Funded N/A CM [Signature]
AFWD

Item No. 6

Staff is recommending that the City Council approve the attached resolution to participate in the Mayor's Challenge for Safer People and Safer Streets, and authorize the formation of a local action team.

RECOMMENDATION: That the City Council:

1. Approve the attached resolution authorizing the Mayor to form a local action leader and team; and
2. Authorize the Mayor to execute the resolution.

ATTACHMENT: Resolution

RESOLUTION #_____ - 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ON MAYORS CHALLENGE
FOR SAFER PEOPLE AND SAFER STREETS**

WHEREAS, on February 20, 2015, U.S. Department of Transportation (USDOT) Secretary Foxx announced the commitment for mayors and local elected officials to take significant action to improve safety for bicycle riders and pedestrians of all ages and abilities in their communities by the end of 2016; and

WHEREAS, through the Mayor's Challenge for Safer People and Safer Streets, local leaders across the country will marshal federal, state, local, and non-profit efforts to improve safety for bicycle riders and pedestrians; and

WHEREAS, the USDOT has established seven Challenge activities: Take a complete streets approach; Identify and address barriers to make safe and convenient for all road users, including people of all ages and abilities and those using assistive mobility devices; Gather and track biking and walking data; Use designs that are appropriate to the context of the street and its uses; Take advantage of opportunities to create and complete pedestrian and bicycle networks through maintenance; Improve walking and biking safety laws and regulations; Educate and enforce proper road use behavior by all; and

WHEREAS, Challenge cities win by improving walking and biking that contributes to the health, safety, environmental, transportation, and quality of life for its community members; and.

WHEREAS, the Mayor of the City of Porterville is committed to making roads safe, convenient, and accessible for all users including pedestrians, bicyclists, and those using personal mobility devices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville to sign onto Secretary Foxx's "Mayor's Challenge for Safer People and Safer Streets" and take action on the seven Challenge activities.

BE IT FUTHER RESOLVED that the Mayor of the City of Porterville be authorized to form a local action team to advance safety and accessibility goals; and

That the Transit Manager of the City of Porterville be authorized as the Team Leader of the local action team.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: REQUEST FOR APPROVAL TO CONTRACT WITH UC DAVIS
KORET SHELTER MEDICINE PROGRAM (KSMP)


SOURCE: Police Department

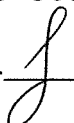
COMMENT: The Porterville Police Department Animal Control Unit currently operates an Animal Shelter located near Lindsay. Since this facility was constructed more than 20 years ago, staff desires to have it assessed to explore what is needed to bring it to current standards of sheltering. The City of Porterville is seeking an expert opinion of what changes might be required so the expense can be assessed to ensure the most cost-effective use of funds. This will enable the City to develop the best fiscal plan for shelter development. The options discussed have been to build a new shelter in Porterville or the modernization of the Lindsay shelter with a small auxiliary adoption center in Porterville. Staff located one entity to provide this professional service, which is the UC Davis Koret Shelter Medicine Program.

UC Davis KSMP is a recognized leader in the field of shelter-based medicine programs. They provide consultations that focus on issues directly related to animal health, with "health" broadly defined to include all aspects of facility design and management that significantly impact mental and physical wellness of shelter animals. Consultations can be focused on only new shelter design recommendations, or can be customized to cover all areas of existing shelter operations, including a needs assessment, as well as shelter capacity and housing recommendations.

The approach of UC Davis KSMP is practical and flexible, having advised on projects with budgets ranging from less than \$50,000 to multi-million dollar facilities. Depending on the complexity of the project, the initial estimate could range from 30 to 200 hours for collection of preliminary information, review of plans, phone conferences to provide initial recommendations and follow up. Typically, charges for consultation run from \$5,000 to \$40,000, depending on the scope of the consultation. The goal of UC Davis KSMP is to provide suggestions which work for the organization, not that reflect a theoretical "Taj Mahal" standard of care.

Department staff reviewed past clients of UC Davis KSMP and found one fairly close to our city, which was Kings County Animal Control. Staff contacted Kings County Animal Control who contracted with UC Davis KSMP in 2006 for just such services. Staff was informed that UC Davis KSMP collected data from the Kings County Animal Shelter and also completed a two-day visit to the site. Upon completion of this visit, Kings County Animal Control was provided with a thirty (30) page

D.D. 

C.M. 

Appropriated/Funded 

Item No. 7

document detailing the findings of the consultation group. According to the Kings County Animal Control Director, the report was detailed and provided valuable information to their program. The cost for their consultation and final report was less than \$15,000.

Police Department staff feels that while there will initially be a substantial fee involved with contracting for consultation with UC Davis KSMP, their assessment will be invaluable in helping define the needs of the Porterville Animal Control facility and result in cost savings as we decide how to move forward with this project.

RECOMMENDATION: That the City Council:

- 1) Authorize Police Staff to enter negotiations to contract with UC Davis Koret Shelter Medicine Program for a Needs Assessment, and Shelter Capacity and Housing Recommendations; and
- 2) Authorize payment as required per agreed upon contract.

SUBJECT: REQUEST TO PURCHASE POLICE SERVICE DOG

SOURCE: Police Department

COMMENT The Police Department K-9 program was designed for four (4) police service dogs to provide twenty-four hour availability of a police service dog for law enforcement related needs. Since August 2013, the City of Porterville has operated with three (3) police service dogs due to the death of one police service dog. It is the department's desire to now fill that vacant position.

Thorough research was completed by Departmental staff to fill the fourth service dog position. It was determined by staff that two police service dog training facilities could provide a selection of dogs and associated trainers in accordance with the Department needs.

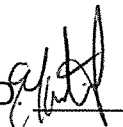

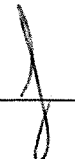
The first vendor is Adlerhorst International, Inc., which is a supplier to several law enforcement agencies and who has provided most of the Department's police service dogs in the past. Adlerhorst International is located near Riverside, California, and provides a six-week course. In addition to the cost of the police service dog and associated training, there a cost of approximately \$2,900 for lodging for both the officer who will be the handler and the K-9. The cost for a dual purpose service dog (both patrol and narcotics detection) is as follows:

Purchase of Dog	-	\$9,600 (plus tax)
Basic Handler Course	-	\$4,500
Basic Narcotics Course	-	\$4,500
Lodging Handler/Dog	-	\$2,900
Shipping	-	\$250

The total associated cost for utilizing Adlerhorst International would be approximately \$21,750.

The second vendor is Top Dog Training Center, which is locally operated. This kennel also provides quality police service dogs and is currently used by the Tulare County Sheriff's Department, the Exeter Police Department, Farmersville Police Department, Dinuba Police Department, Corcoran Police Department and Delano Police Department. The cost for a dual purpose service dog (both patrol and narcotics detection) is as follows:

Purchase of dog	-	\$6,700 (plus tax)
Basic Handler Course	-	\$3,200
Basic Narcotics Course	-	\$2,800

D.D.  Appropriated/Funded  C.M.  Item No. 8

The training with this vendor would be done locally and there would be no associated travel costs. The total costs for utilizing Top Dog Training Center would be approximately \$12,700.

Both vendors guarantee their police service dogs against all congenital and performance issues.

The Department would like to enter into an agreement with Top Dog Training Center to acquire a police service dog and the necessary training for the dog and handler. Funds for this purchase are available in the Asset Forfeiture Account of the current Police Department budget.

RECOMMENDATION: That the City Council:

- 1) Authorize the purchase of an additional service dog and related training from Top Dog Training Center for approximately \$12,700, utilizing funds from the Asset Forfeiture Account; and
- 2) Authorize the Chief of Police to enter into an agreement with Top Dog Training Center.

Attachments: Quote from Top Dog Training Center
Quote from Adlerhorst International, Inc.



Quotation / Proposal

February 25, 2015

Lieutenant Jake Castellow
Porterville Police Department
350 N. D Street
Porterville, Ca 93257

Dear Jake,

This letter is in response to your request for information about the acquisition of a dual purpose police service dog for your department and my training services. I have included some information about the training I provide and the cost (listed below).

The police service dogs are hand selected for their specific abilities and temperament. The dog will have a one year health guarantee against congenital defects. I currently have a dog in mind that I believe would be ideal for your department's needs.

The course for narcotics detection is typically 5 weeks long and the course for patrol work is an additional 5 weeks. At the conclusion the team (dog/handler) will be certified in accordance with California POST standards. During the courses the handler will be taught about report writing, record keeping, legal aspects, health care, and deployment considerations. I do not have specific start dates for the courses, but usually attempt to work with agencies to schedule the courses when needed.

The benefit to staying local with this training is the ability to train, practice, and work in locations where this new K-9 team will be working on a daily basis. In addition it will help to reduce the travel cost including hotel, per diem, and fuel expenses.

Cost:

- | | |
|---|----------------------|
| - Dual purpose police service dog | \$6750.00 (plus tax) |
| - Basic Patrol School (200 hours) | \$3200.00 |
| - Narcotic Detection Course (200 hours) | \$2800.00 |

Total:	\$12,750.00
--------	-------------

Please let me know if you have any questions about this or would like to discuss this further.

Sincerely,

Jay Brock
Owner / Director of Training

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
Riverside, CA 92509
(951) 685-2430

QUOTE ONLY

Date
2/26/2015

Name / Address
Porterville Police Department 350 North D Street Porterville, CA 93257

Qty	Description	U/M	Cost	Total
1	Police Dog - Dual Purpose Police Service and Narcotic Detection Dog • A German Shepherd or Belgian Malinois chosen specifically for your agency's needs. Dave Reaver works closely with each agency to determine their requirements for a PSD. • Canines have a European working title. • Hips, backs and elbows are x-rayed and a vet check is done in Europe prior to shipping. • Canine will possess the qualities needed to be an assistant to law enforcement and the general public as well as meet or exceed any current detection standards, including but not limited to California P.O.S.T., SWGDOG, NPCA and CNCA. • Guaranteed against all congenital and performance issues for 12 months. - Price includes one chrome fur saver and one leash of handler's choice		9,600.00	9,600.00T
1	Security and Shipping Surcharge Because of rising prices due to the security and shipping of our canines from Europe into the United States		250.00	250.00
1	Basic Handlers Course • 240 hours of intensive training for law enforcement personnel in the handling, deployment and care of a PSD. • Upon successful completion graduates will be able to operationally handle a PSD as an assistant to law		4,500.00	4,500.00

All merchandise subject to California sales tax.

Subtotal

Sales Tax (8.0%)

Total

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
 Riverside, CA 92509
 (951) 685-2430

QUOTE ONLY

Date

2/26/2015

Name / Address

Porterville Police Department
 350 North D Street
 Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	<p>enforcement and the general public.</p> <ul style="list-style-type: none"> • Graduate students receive a certificate. • Canine receives an internationally recognized title, APSD 1 • This is a community college course with 5 college credits. (California residents only) • Training to include, but is not limited to: <ul style="list-style-type: none"> o Theoretic Instruction <ul style="list-style-type: none"> - History of the species canine. - Chronological history of the use of dogs in Police Service. - Canine behavior. - How the dog learns. - Training objectives and techniques. - Theory and techniques to enhance agitator/helper skills - Instruction in types and proper utilization of training equipment. - Health, care and feeding of the PSD. - Current case law and legal parameters involved in the use of a PSD. - Preparing for court appearances. - Preparing and maintaining training records. o Practical Instruction <ul style="list-style-type: none"> - Safety during training. - Understanding the PSD's abilities and learning process. - Guard and bark training done properly. - Enhance alerts. - Develop confrontational behavior. - Accelerate transitional training. 			

All merchandise subject to California sales tax.**Subtotal****Sales Tax (8.0%)****Total**

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
 Riverside, CA 92509
 (951) 685-2430

QUOTE ONLY

Date

2/26/2015

Name / Address

Porterville Police Department
 350 North D Street
 Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	<ul style="list-style-type: none"> - Reading, understanding and proper reaction to dogs alerts. - Evidence search. - Area search. - Directed search. - Building search <ul style="list-style-type: none"> - Proper use of all training equipment. - Proper handling of surveillance, searches, arrests and transporting of suspects. - Working with other Police Officers. - Understanding the handlers responsibility to insure all deployments are done within your agency's policy and procedures manual 			
1	Narcotics Detection Course <ul style="list-style-type: none"> • 200 hour course based on actual real world applications designed to provide training and the support necessary for K9 teams to be successful both on the street and in the courts. • We will train for an active or passive alert dependent upon the needs of each agency. • Canine teams are guaranteed to meet or exceed any current standards, including but not limited to California P.O.S.T., SWGDOG, NPCA and CNCA. • Using actual narcotics, no pseudo odors, K9 teams will be able to locate residual odors to extremely large quantities in all environments and conditions. • Graduate students receive a certificate. 		4,500.00	4,500.00

All merchandise subject to California sales tax.**Subtotal****Sales Tax (8.0%)****Total**

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
 Riverside, CA 92509
 (951) 685-2430

QUOTE ONLY

Date

2/26/2015

Name / Address

Porterville Police Department
 350 North D Street
 Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	<ul style="list-style-type: none"> • The dogs receive an internationally recognized title, APND 1. • This is a community college course with 5 college credits. (California residents only) • Training to include, but is not limited to: <ul style="list-style-type: none"> o Theoretic Instruction <ul style="list-style-type: none"> - Safety - Detection terms and definitions - Search techniques - Concealment Techniques - Detection Dog drive manipulation - Scent properties and associations - Cone patterns of Detection Dog searches - K9 indication, response and the reward - The olfactory abilities and capabilities of a detection dog - Principals of obedience and endurance conditioning - Emergency care and first aid for K9 - Training Aid Storage, Maintenance, and Accountability - Narcotic search and seizure case law o Practical Instruction <ul style="list-style-type: none"> - Applicable safety precautions - Detection dog detection terms and definitions - Proper search techniques - Individual detection dog indicators, behavior and tendencies - Final response to locating narcotics and when to reward - Preparation for the written examination 			

All merchandise subject to California sales tax.

Subtotal

Sales Tax (8.0%)

Total

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
Riverside, CA 92509
(951) 685-2430

QUOTE ONLY

Date

2/26/2015

Name / Address

Porterville Police Department
350 North D Street
Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	<ul style="list-style-type: none"> - Preparation for the final certification - Indicators that a vehicle may be used to accommodate contraband <ul style="list-style-type: none"> o The dog will be trained on the following <ul style="list-style-type: none"> - Marijuana / THC / Derivatives - Heroin / Derivatives - Cocaine / Derivatives - Methamphetamine / Derivatives - Searching residences, buildings, rooms, stalls, animal habitats, storage rooms, vehicles, parcels including but not limited to boxes, bags, suitcases and also open areas where narcotics may be buried 			
1	<p>Annual Billing K-9 On-Site Monthly Training Minimum 12 8hr Sessions</p> <p>Adlerhorst was the originator of a comprehensive, ongoing training program to insure active K-9 teams are maintaining proper skill levels and adhering to the "Community Standard." The results speak for themselves: 100% success from all legal challenges, as well as some excellent case law. Currently well over 100 agencies contract for our maintenance services which include:</p> <ul style="list-style-type: none"> • At a minimum, program includes a complete comprehensive training block each month with an emphasis on problem solving and keeping the dogs "clean" with strong alerts. Supervised training available five days a week. • Each problem area noted by the handler, supervisor or an instructor will be addressed during the current training 		1,600.00	1,600.00

All merchandise subject to California sales tax.

Subtotal

Sales Tax (8.0%)

Total

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
Riverside, CA 92509
(951) 685-2430

QUOTE ONLY

Date
2/26/2015

Name / Address
Porterville Police Department 350 North D Street Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	<p>session.</p> <ul style="list-style-type: none"> We use techniques that have proven successful both in the field and the courtroom. Additional training days are available as necessary. No limit on training sessions. All training sessions have a defined lesson plan. The canine supervisor will receive a copy of each lesson plan as well as a written evaluation for each session. All successful participants are guaranteed to pass P.O.S.T. standards as well as our more difficult 24 hour P.O.S.T. re-certification. Participation in the most popular and comprehensive agitator / role playing suspect training in the industry. All of our training classes have a comprehensive written standard. Our training titles have been accepted in courts both nationally and internationally. Copies of our standards are available upon request. Our program offers eleven training days for patrol dogs, five training days for drug dogs and two training days for explosive dogs monthly in Southern California. Additionally we send qualified instructors to locations in Northern California, Oregon, Arizona, New Mexico and Texas. Our staff consists of five full time instructors as well as six part time instructors. All of whom have extensive backgrounds in the field. Each is a certified California P.O.S.T. instructor as well as a P.O.S.T. evaluator. Most have qualified as court recognized experts. Expert witness testimony is available / provided for all 			

All merchandise subject to California sales tax.

Subtotal

Sales Tax (8.0%)

Total

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
 Riverside, CA 92509
 (951) 685-2430

QUOTE ONLY

Date

2/26/2015

Name / Address

Porterville Police Department
 350 North D Street
 Porterville, CA 93257

Qty	Description	U/M	Cost	Total
	of our maintenance clients at an "expenses only" cost. To date, we have been involved in over 100 cases...all adjudicated in our favor. (Vera Cruz vs. Escondido our case). A list of our clients for expert witness testimony is available upon request.			
1	16 Hour Annual Detection Re-Certification • 16 hour course to Re-Certify and ensure K9 Detection Teams maintain all skills necessary to successfully locate and alert any and all desired scents in various situations.		350.00	350.00
1	24 Hour Annual Patrol Re-Certification • Adlerhorst's Annual Patrol Re-Certification is a 24 hour POST Certified course offered through Riverside Sheriff's Office and the Ben Clark Training Center. • Cost is \$188 per team • Contact Ben Clark Training Center at 951-486-2860 for scheduling and class enrollment		188.00	188.00

All merchandise subject to California sales tax.

Subtotal \$20,988.00

Sales Tax (8.0%) \$768.00

Total \$21,756.00

SUBJECT: REQUEST TO CONTRACT FOR POLICE SERVICE DOG AND HANDLER TRAINING

SOURCE: Police Department


COMMENT Since January of 2014, the City of Porterville has operated with three (3) police service dogs, with the anticipation of filling the fourth vacant service dog position when possible. A certified trainer conducts monthly certified training with the service dogs and their handlers.

The training has been provided by Adlerhorst International, Inc., which services several southern California police agencies. Our police service dogs currently travel to Bakersfield to obtain this monthly certified training. The current monthly charge by Adlerhorst International is \$150 per service dog, which does not include travel and fuel costs. The annual travel costs are estimated to be approximately \$5,400. The annual travel costs to train four (4) police service dogs would be approximately \$7,200.

In an effort to reduce costs, staff time, vehicle wear and tear, etc., staff conducted research into training options. Thorough research was completed by department staff and it was determined that an additional local vendor could mitigate some of these issues without sacrificing quality of training. Top Dog Training Center, which is locally operated, is a provider of police service dog training and is currently used by the Tulare County Sheriff's Department, Exeter Police Department, Farmersville Police Department, Dinuba Police Department, Corcoran Police Department, and Delano Police Department.

The trainers for Top Dog Training Center provide monthly training in Tulare County, including in or near the city of Porterville, which would reduce travel expenses and time expended. The current cost by Top Dog Training Center per service dog is \$100 monthly, which would equate to an annual cost of \$3,600 to train our three current police service dogs. When a fourth K-9 team is established we will receive a discount and the cost per service dog would be reduced by 10%, incurring an annual cost of \$4,320 for the four K-9s.

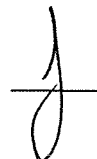
The Department would like to enter into an agreement with Top Dog Training Center to acquire the necessary monthly training for the Porterville Police Department's service dogs and handlers. The benefit of using this local vendor is the dramatic reduction in travel costs, including fuel expenses, per diem, and travel time.

D.D. 

Appropriated/Funded



C.M.



Item No. 8a

Funds for this maintenance training are available in the training budget of the current Police Department budget.

RECOMMENDATION: That the City Council authorize the Chief of Police to enter into an agreement with Top Dog Training Center for monthly certified training of service dogs and handlers.

Attachments: Quote from Top Dog Training Center
Quote from Adlerhorst International

ADLERHORST INTERNATIONAL, INC.

3951 Vernon Ave.
Riverside, CA 92509
(951) 685-2430

QUOTE ONLY

Date
3/2/2015

Name / Address
Porterville Police Department 350 North D Street Porterville, CA 93257

Qty	Description	U/M	Cost	Total
4	Annual Billing K-9 Off-Site Monthly Training Minimum 12 8hr sessions		1,800.00	7,200.00

All merchandise subject to California sales tax.

Subtotal	\$7,200.00
Sales Tax (8.0%)	\$0.00
Total	\$7,200.00



March 1, 2015

Lieutenant Jake Castellow
Porterville Police Department
350 N. D Street
Porterville, Ca 93257

Dear Jake,

This letter is in response to your request for information about the training services I can provide for your police service dog teams. I have included the training I provide, and the cost.

Quotation

The maintenance training would be one 8-hour block a month. The locations would all be within Tulare County. We usually rotate training locations between various jurisdictions. This way the handlers and dogs get exposed to differing training environments and travel times / costs are reduced. The cost for the maintenance training would be \$100 per month or \$1200 per year per dog/handler team.

Your department is slated for (4) four patrol dog / handler teams. I would offer you a multiple team discount of 10% off the maintenance training costs. The yearly cost would then be \$1080 per team (one dog and handler) per year or \$4320 per year for all four teams.

Please let me know if you have any questions about this or would like to discuss this further.

Sincerely,

Jay Brock
Owner / Director of Training

SUBJECT: FIREARMS TRAINING FACILITY LANDSCAPING MAINTENANCE

SOURCE: Police Department



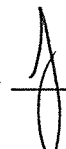
COMMENT: The City of Porterville's Firearms Training Facility is a five-acre facility designed to allow for the safe training of personnel in the use of firearms. This facility requires continuous landscaping maintenance on a weekly basis to maintain a suitable appearance for the facility.

Multiple City-approved vendors were contacted and asked to provide an estimate for the costs associated with weekly landscaping maintenance at the facility. In addition to these City-approved vendors, the City's Parks and Leisure Services Department was contacted and asked to provide an estimate of their costs and ability to provide landscaping services. Two vendors provided written estimates, and Parks and Leisure Services provided a rough estimate via email.

The Parks and Leisure Services estimate to provide landscaping services to the Firearms Training Facility was \$800 per month. Further examination of this estimate revealed that it was for only a portion of the facility and not for the full five acres. Mezquite Landscape provided an estimate of \$2,130 per month. The third bid was received from Perfect Care Landscape and Maintenance and they provided an estimate of \$750 per month to perform weekly landscaping maintenance for the facility. This estimate covered the entire facility and was also the lowest of the estimates obtained. Staff finds this low quote acceptable.

RECOMMENDATION: That the City Council authorize the Police Department to enter into a contract with Perfect Care Landscape & Maintenance to provide landscaping services to the Firearms Training Facility.

ATTACHMENTS: Estimates received

D.D.  Appropriated/Funded  C.M.  Item No. 9

Perfect Care Landscape & Maintenance.

482 Ranch Acres Road

943930

Tulare, Ca 93274

119146

Phone/Fax (559) 686-5919 / Cell (559) 804-9615

#85834



Contractor's License #

Qualified Applicator's License #

Certified Water Auditor Certificate

Feb. 4, 2015

Lt. John Hall
Porterville Police Dept.
350 North "D" Street
Porterville, CA 93257

Lt. Hall,

Thank you for the opportunity to provide a proposal for landscape maintenance services for the police department shooting range located Road 216 in Porterville. We believe you would be very satisfied with our landscape maintenance services and would welcome the opportunity to bid any projects that you are associated with.

Perfect Care Landscape and Maintenance is a professional organization that maintains certificates for liability insurance for \$1,000,000 and Workmen's Compensation.

We would like to submit the following proposal. Items listed within the following proposal serve to provide for complete maintenance for the Porterville Shooting Range. The work would be performed on a weekly basis to properly maintain the landscaping and would be performed at one set time per week, which would be mutually acceptable.

All items not included in this proposal shall be considered extra and shall be charged under separate purchase order according to the nature of the item. The tasks we perform include the following:

Project: Porterville Police Dept.

Tele: (559)782-7410

Address: 350 North "D" Street

Date: Feb. 4, 2015

City: Porterville, CA 93257

Contact: Lt. John Hall

A. General Scope

- (1) ☒ To supply all equipment, labor, transportation, and permits
- (2) ☒ Maintain weed control through chemical application in identified areas, as needed
- (3) ☒ Hardscape areas to be maintained: ☒ sidewalks ☒ parking lot (clean and remove debris)

B. Lawn Maintenance

- (1) ☒ Mow turf, weather permitting, weekly.
- (2) ☒ Equipment: ☒ Rotary ☐ Reel type
- (3) ☒ Mow heights cool seasons turf: 1 ½", warm seasons turf: 2 ½"
- (4) ☒ Removal of lawn cuttings and tree trimmings: ☒ labor ☒ materials

C. Planter Areas, Flower Beds, Shrubs and Trees:

- (1) ☒ Complete weeding, trimming, and edging of all planter areas: ☒ labor ☒ materials
- (2) ☒ Removal of trash and debris from all planters

D. Irrigation

- (1) ☒ Landscaper shall service all sprinkler heads for coverage and adjustment as necessary:
 - ☒ broken risers ☒ clogged heads: ☐ labor ☐ materials
 - ☐ controllers ☐ diaphragms ☐ pressure lines ☐ lateral lines
 - ☐ solenoids: ☐ labor ☐ materials

Note: Irrigation Repairs beyond included items above: **\$42.50 per hr. labor plus materials costs**

F. Replacement Policy

Landscaper shall not be responsible or liable for damages caused by acts of God. Acts of God shall be defined herein as damaged or death of plant materials due to wind, storm, hail, fire, flood, or freezing.

Association shall further relieve landscaper from responsibility of liability hereunder for acts of animals, vandalism, theft, or other willful acts over which the contractor no control.

G. Payments:

In consideration of the foregoing services provided by my company, I would like to submit a bid for the sum of **\$750.00** per/month.

Thank you for your time and consideration.

Sincerely,

Paul Cardoza
Perfect Care Landscape & Maintenance
www.perfectcarelandscape.com

Landscaper

Facility

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Address _____

Phone _____

P.D. SHOOTING RANGE

TASKS REQUIRED WEEKLY:

- Mow and edge turf, if applicable
- Litter pick up and weeding. Herbicides may be used to maintain areas.
- Clean and adjust sprinklers for adequate coverage.
- Pruning of shrubs and trees as needed.

COST:

Park Maintenance Worker II with benefits – 5hrs a week at \$21.00 an hr. = \$105

Parks Part timer – 5hrs a week at \$10.00 an hr. = \$50

Equipment/Fuel – \$15.00 an hr. (pickup, trailer, mower, weed eater, sprayer and blower)

Herbicides (Ranger Pro) \$100 for 5 gallons

Misc. supplies \$50

Approximately \$800 a month

ATTN:
John
Hall

Mezquite Gardens & Landscape
22251 Avenue 168
P. O. Box 1046
Porterville, CA 93257

JOB
ESTIMATE

Jhon Hall Porterville Police training ctr. Phone 782-7565

Type of work done	Once a week	Twice a month	Twice a month	Total for Activity
Lawn maintenance	\$295.00			\$ 1,180.00
Shurbs, trees maint.		\$ 200.00		\$ 400.00
Weed control			\$275.00	\$ 550.00
			Total	\$2,130.00

NOTE: One time charge will be a general cleanning which includes general application of pre-emergent (surflan) and post-emergent (honcho) to kill all existing weeds.....\$ 1, 750.00

Second time general application charge will be 3 weeks after the first general application of pre-emergent (surflan)and post-emergent (honcho) to kill all surviving and new weeds.....\$1, 300.00

Any additional fertilizers added will be bill separate, labor to apply it is included

SUBJECT: AUTOMATIC AID COOPERATIVE FIRE PROTECTION AGREEMENT

SOURCE: FIRE DEPARTMENT

COMMENT: In May of 2004, the Porterville Fire Department entered into an agreement with the Tulare County Fire Department for the provision of fire and rescue automatic aid. The initial one-year term was automatically extended for an additional ten years. The 2015 proposed cooperative fire protection agreement has an initial term of two years, with automatic extension for one or more consecutive terms of one year each, upon the same terms and conditions.

The revised cooperative fire protection agreement includes general housekeeping related to definitions, descriptions, and headings. It addresses expansion of the city limit boundary during the previous ten years and it provides for automatic fire and rescue assistance on major transportation corridors between the City of Porterville and the Tule River Reservation. This enables the Porterville Fire Department to respond with its specialized heavy rescue unit to any incident involving mass transit vehicles along the transportation corridors to and from the Tule River Reservation.

RECOMMENDATIONS: That the City Council

- 1) Approve the Cooperative Fire Protection Agreement; and
- 2) Authorize the Mayor and City Attorney to sign six copies of the agreement and forward to the County Fire Chief for Tulare County Board of Supervisors signature.

ATTACHMENTS: 1) Cooperative Fire Protection Agreement between the County of Tulare and the City of Porterville.

Dir. 

Approp./ Funded n/a

CM 

Item No. 10

COOPERATIVE FIRE PROTECTION AGREEMENT
Between
COUNTY OF TULARE
And
CITY OF PORTERVILLE

This is an AUTOMATIC AID COOPERATIVE FIRE PROTECTION AGREEMENT between TULARE COUNTY, hereinafter referred to as COUNTY, and the CITY OF PORTERVILLE, hereinafter referred to as CITY, and is entered into this 1st day of April, 2015.

WHEREAS, pursuant to Government Code section 6500 et seq., and Health and Safety Code section 13050, the COUNTY and CITY desire to render aid to each other in combating fires when such aid is necessary; and

WHEREAS, pursuant to Government Code sections 6502 and 55632, and Health and Safety Code section 13050 et seq., the parties have the common power to provide fire protection services and desire to jointly exercise said power through an agreement which would allow assistance; and

WHEREAS, the purpose of this Agreement is to provide for the rendering of assistance whenever fires or emergency incidents may occur within certain areas of the jurisdictions of the parties which, due to the location, or size of the fires, or other emergency incidents, such fires or emergency incidents cannot be adequately responded to and handled by the fire department of the party having jurisdiction without additional assistance; and

NOW, THEREFORE, BE IT AGREED as follows:

1. **DEFINITIONS:** Unless the particular provisions or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in the Agreement.
 - a. "Fire protection services" shall mean fire fighting capacity to contain, control, and extinguish fires, and shall include rescue calls.
 - b. "Rescue calls" shall mean, but are not limited to, traffic accidents, high angle rescue, low angle rescue, building collapse, etc., and shall specifically exclude emergency medical aid calls.
 - c. "Requesting party" shall mean any party to this Agreement that requests fire protection services within its jurisdiction from the other party to this Agreement.
 - d. "Responding party" shall mean any party to this Agreement that receives a request for fire protection within the jurisdiction of the requesting party.
 - e. "Unit" shall mean an engine, rescue vehicle or truck company including apparatus, equipment, and personnel.

- f. "Closest available resources" shall mean any participating Mutual Aid fire agency's firefighting apparatus that is nearest in proximity to the location of the emergency activity.
 - g. "Automatic Aid" shall mean that the CITY and COUNTY agree to furnish fire protection personnel, equipment, materials and supplies and to render such fire protection services to each other as may be necessary in accordance with this Agreement and Exhibit "A" which is attached hereto and incorporated herein by reference.
 - h. "Agency Having Jurisdiction" shall mean the Agency with Jurisdiction over the territory where the fire or incident occurs.
- 2. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
- 3. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 4. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 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.
- 6. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

7. **ASSURANCES OF NON-DISCRIMINATION:** CITY/COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
8. **FURNISHING OF FIRE PROTECTION SERVICES:** The responding party shall furnish fire protection services within the jurisdiction of the party requesting such services pursuant to the following provisions:
- a. The CITY and COUNTY agree to furnish fire protection personnel, equipment, materials, supplies, and to render such fire protection services to each other as may be necessary to suppress fire of a size and or complexity beyond the control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from the other as displayed in Exhibit "A".
 - b. The specific details of providing the services under the term as specified in this Agreement shall be determined by each respective Fire Chief.
 - c. The territories covered by this Agreement are the city limits of the City of Porterville, the major transportation routes between the city of Porterville and the Tule River Indian Reservation and the territory of the County of Tulare as defined in Exhibit "B."
 - d. The responding party is not obligated to furnish any service if apparatus, equipment, personnel, or any combination thereof is not available as determined by the Fire Chief or his/her designated representative.
 - e. The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident. The first unit to arrive at the scene from the appropriate jurisdiction will become the Incident Commander. Requests for additional equipment over and above the initial County/City response shall be made by the fire officer-in-charge until the arrival of the Incident Commander who shall then make such requests. Such equipment shall be furnished pursuant to the Countywide Master Mutual Aid Agreement.
 - f. Except as may be provided by separate written agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof, and neither party shall be obligated to reimburse hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the fire fighting assistance herein provided for.
 - g. Nothing contained herein shall be construed as a contract in law or equity for the benefit of any third party, which may be affected by the Agreement.

- h. Nothing contained herein shall affect either party's responsibility to provide worker's compensation insurance or protection for its employees.
 - i. This Agreement shall subrogate all previous fire protection service agreements made between CITY and COUNTY. This is a furtherance of the "California Disaster and Civil Defense Master Mutual Aid Agreement."
- 9. **COUNTY STANDARDS:** In rendering the fire protection services and/or rescue services by the County, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such personnel so employed shall remain with the County Fire Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services of County employees, the determination made by the County Fire Chief shall be final and conclusive.
- 10. **CITY STANDARDS:** In rendering the fire protection services and/or rescue services by the City, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such personnel so employed shall remain with the City Fire Chief. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services of City employees, the determination made by the City Fire Chief shall be final and conclusive.
- 11. **EMPLOYEE STATUS:** No officers, agents, employees of the County Fire Chief or County Extra-Help Firefighters shall be deemed to be City employees or have any City pension, civil service, or any status or right with regard to the City of Porterville. No officers, agents or employees of the City of Porterville Fire Department or City reserve firefighters shall be deemed to be County employees or have any County pension, civil service, or any status or right with regard to the County of Tulare.
- 12. **TERMINATION:** Each party shall have the right to terminate this Agreement upon the default of the other party, such termination to be effective upon ninety (90) days written notice of termination to the defaulting party. Default occurs upon the failure of a party to remedy a default under the terms of this agreement within ninety (90) days after the non-defaulting party has given the other party written notice of a failure to comply and the nature thereof.
- 13. **INDEMNIFICATION:** To the fullest extent permitted by law, the CITY shall hold harmless, defend and indemnify the COUNTY from any liability, claims, actions, costs, damages or losses, including those brought by a "third party," for injury, including death, to any person or damage to any property arising out of any activities by the CITY or its employees, officers, agents and volunteers. These obligations shall continue beyond the term of this Agreement as to any act which

occurred during this Agreement. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify the CITY from any liability, claims, actions, costs, damages or losses, including those brought by a "third party," for injury, including death, to any person or damage to any property arising out of any activities by the County or its employees, officers, agents and volunteers. These obligations shall continue beyond the term of this Agreement as to any act which occurred during this Agreement.

14. **AMENDMENT:** The Agreement may only be amended by mutual written consent of both parties.

15. **TERM OF AGREEMENT:** This Agreement shall become effective on the 1st day of April 2015 and shall terminate on the 1st day of April of 2017, provided, however, such Agreement shall automatically be extended for one or more consecutive terms of one year each, upon same terms and conditions which are applicable to the original terms of the Agreement.

16. **NOTICE:** Any notice to be given hereunder shall be written and served either by personal delivery or first-class mail, postage prepaid and properly addressed as follows:

COUNTY: Tulare County Fire Chief
907 W. Visalia Road
Farmersville, CA 93223

CITY: City Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

IN WITNESS THEREOF, the parties thereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED AS TO FORM:

County Counsel
County of Tulare

City Attorney
City of Porterville

Board of Supervisors, Chairperson
County of Tulare

City Council, Mayor
City of Porterville

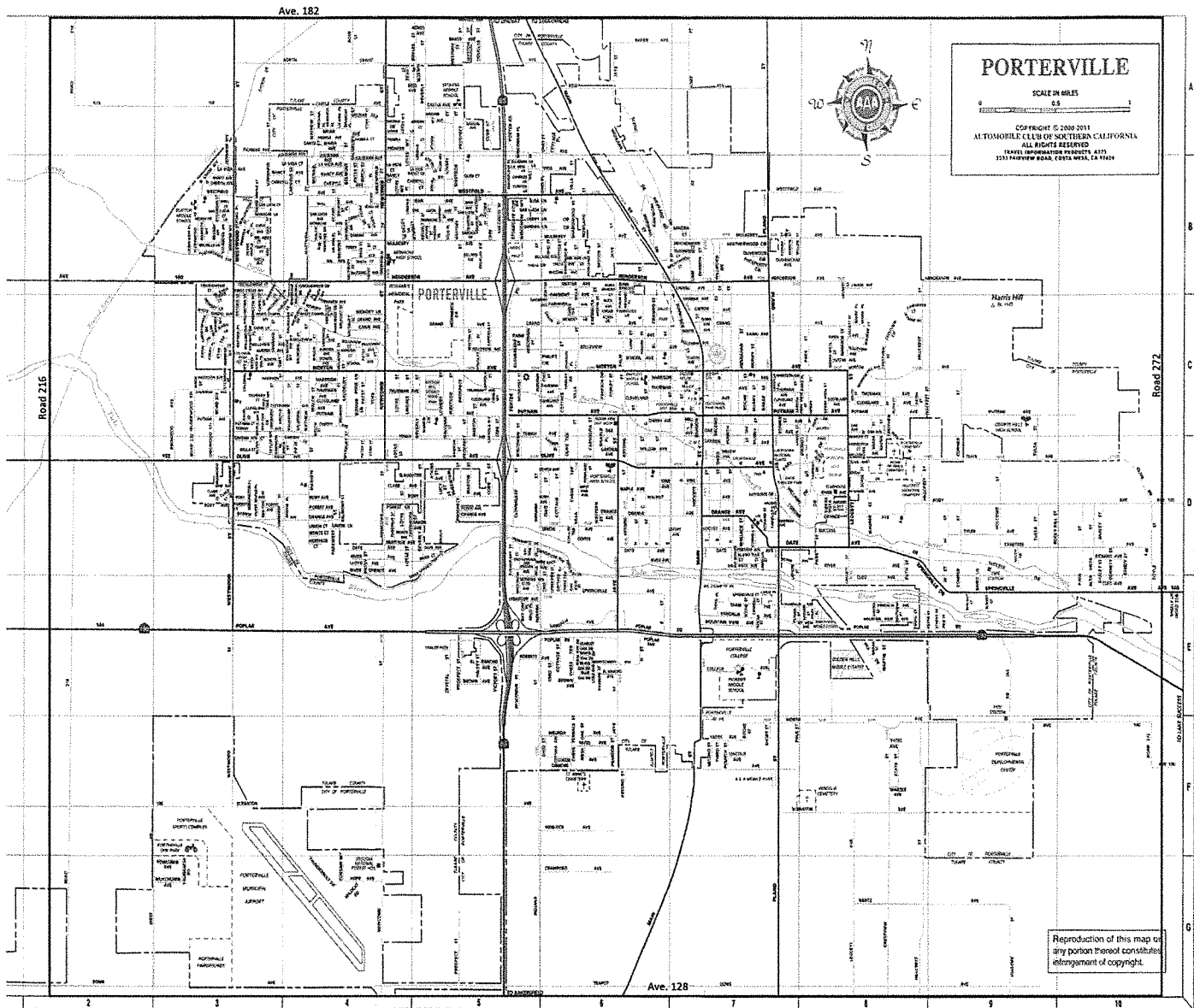
EXHIBIT "A"

1. The intent of this agreement is to allow both the Tulare County Fire Department and the City of Porterville Fire Department to achieve an effective and immediate initial fire attack. This automatic fire protection agreement is not intended to relieve the Authority Having Jurisdiction from responding to an incident. In its simplest terms, the "closest two fire engines" will be dispatched to the fire or rescue call.
2. For all intents and purposes, the Agreement is intended to be an "Automatic Aid" and does not impact the terms or conditions of the Master Mutual Aid Agreement.
3. Fire protection personnel, furnished by one party to the other party, will work as far as possible, under their own supervisors. Equipment furnished by one party to the other party will ordinarily be operated by personnel of the party furnishing the equipment. General directions relative to the work will be given by the Incident Commander or his/her designee.
4. The geographical area applicable to this Agreement is Avenue 182 to the North, Road 272 to the East, Avenue 128 to the South and Road 216 to the West. This in effect, squares off the city of Porterville and the surrounding County Area. That area is outlined on Exhibit B as attached hereto.
5. Automatic aid will be dispatched to fire calls, and rescue calls, but not to emergency medical calls.
6. Automatic aid will consist of the two closest fire engines, one from the CITY, and one from the COUNTY.
7. The CITY engine will be staffed with three fire fighters while the COUNTY engine will be staffed according to the COUNTY staffing policy and their Extra-Help Firefighters will be dispatched to assure sufficient parity in personnel.
8. Should a "major" incident occur in the jurisdiction of the engines responding to render aid to the other jurisdiction, the responding unit may return to their jurisdiction after notifying the other party of their inability to respond.
9. Both parties agree to schedule quarterly training drills for the firefighters affected by this Agreement. Each party shall be responsible for providing the quarterly training for their own personnel.

EXHIBIT B

Response Area

TCFD/Porterville Automatic Aid Boundaries



CITY COUNCIL AGENDA: MARCH 17, 2015

CONSENT CALENDAR

SUBJECT: CALIFORNIAFIRST PROPERTY ASSESSED CLEAN ENERGY PROGRAM

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: On August 5, 2014, City Council adopted Resolution 54-2014 opting into the Tulare County Property Assessed Clean Energy (PACE) Program. Staff was recently contacted by a representative of CaliforniaFIRST Program, which is sponsored by the California Statewide Communities Development Authority (California Communities).

California Communities is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of the California Communities include 57 counties and more than 400 other local agencies throughout California, including the City of Porterville. The City of Porterville adopted Resolution 16-94 entering into a joint powers agreement with the California Statewide Communities Development Authority on March 15, 1994.

The CaliforniaFIRST Program has been established by California Communities to allow owners of property in participating cities and counties to finance a variety of improvements including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements. If a property owner chooses to participate, the improvements will be financed by the issuance of bonds by California Communities. California Communities will levy contractual assessments on the owner's property to repay the portion of the bonds issued to finance the improvements on that property by adding a line item to the property owner's property tax bill. California Communities has selected Renewable Funding LLC to provide administration and financing for the program. The City of Porterville is not obligated to repay the bonds issued by California Communities or to repay the assessments levied on the participating properties.

The draft resolution authorizes property owners within the city of Porterville the ability to participate in the CaliforniaFIRST Program. The program is available to residential, commercial, multi-family, and industrial property owners wishing to upgrade their properties.

The goal of the program is to promote economic growth and job creation in the city of Porterville by allowing businesses and property owners an additional financing tool to lower their operating costs by decreasing energy and water consumption.

DD JB Appropriated/Funded 112 CM 1

Item No. 11

RECOMMENDATION: That the City Council adopt the draft resolution opting into the CaliforniaFIRST PACE Program.

ATTACHMENTS:

1. Draft resolution to opt into CaliforniaFIRST PACE Program
2. Resolution 16-94
3. Resolution 54-2014

RESOLUTION NO. _____ - 2015

RESOLUTION AUTHORIZING THE CITY OF PORTERVILLE TO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE INCORPORATED TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Porterville (the “City”); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the “CaliforniaFIRST Program”) and will provide financing for certain improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements (the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) and the issuance of improvement bonds (the “Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within the incorporated territory of the city to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the incorporated territory of the City and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements;

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program; and

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

ATTACHMENT NO. 1

Section 1. This City Council hereby finds and declares that properties in the city's incorporated area will benefit from the availability of the CaliforniaFIRST Program within the incorporated territory of the City and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

Section 2. In connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within its jurisdiction and the issuance of Bonds under the 1915 Act; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program: Jennifer M. Byers.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant

physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2015.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 16-94

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING, AUTHORIZING
AND DIRECTING EXECUTION OF AN AMENDED AND
RESTATED JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, the City has expressed an interest in participating in an economic development financing program in conjunction with the parties to that certain Joint Exercise of Powers Agreement Between Certain Counties in California Creating the California Counties Industrial Development Authority, dated as of November 18, 1987 (the "Original Agreement"); and

WHEREAS, due to broadened sponsorship for the programs (the "Programs") to be undertaken pursuant to the Original Agreement, it has been determined to amend and restate the Original Agreement pursuant to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Amended Agreement") to, inter alia, change the name of the authority established pursuant to Original Agreement and to modify the governance thereof; and

WHEREAS, there is now before this City Council the form of the Amended Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

**ATTACHMENT
ITEM NO. 2**

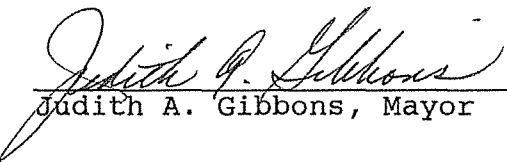
WHEREAS, the Amended Agreement has been filed with the City and the members of the City Council, with the aid of its staff, have reviewed said document.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Porterville as follows:

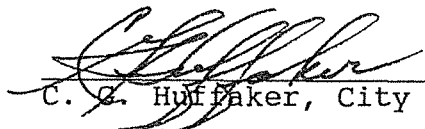
Section 1. The Amended Agreement is hereby approved and the Mayor and City Manager are hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such officials, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor, City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. This Resolution shall take effect from and after its date of adoption.


Judith A. Gibbons, Mayor

ATTEST:


C. G. Huffaker, City Clerk

STATE OF CALIFORNIA)

(SS

COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 15th day of March, 1994.

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

COUNCILMEN:	CLARK	GIBBONS	LEAVITT	GIFFORD	NICHOLSON
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

RESOLUTION NO. 54-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO
ESTABLISH A COMMUNITY FACILITIES DISTRICT TO PROVIDE FINANCING FOR
THE ACQUISITION, INSTALLATION AND IMPROVEMENT OF RENEWABLE ENERGY,
ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS THAT ARE
AFFIXED TO OR ON PROPERTY IN THE CITY, ACCEPT APPLICATIONS FROM
PROPERTY OWNERS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF THE
CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority whose members include numerous local agencies in the State of California, including the City of Porterville (the "City"); and

WHEREAS, the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, authorizes local agencies, including the Authority, to establish community facilities districts, levy special taxes and incur debt (as defined in the Act) to finance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements that are affixed to or on real property and in buildings, whether the real property and buildings are privately or publicly owned (such improvements are referred to as "Facilities" in this resolution); and

WHEREAS, the Act authorizes local agencies to use an alternate procedure for forming a community facilities district and conducting an election on the proposition of authorizing bonded indebtedness and other debt for financing of Facilities, pursuant to which:

A. A community facilities district may initially consist solely of territory proposed for annexation to a community facilities district in the future, with the condition that a parcel or parcels within that territory may be annexed to the community facilities district and subjected to the special tax only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation, or in compliance with other procedures established by the Act; and

B. The proposition to authorize bonded indebtedness may be approved by the owner or owners of a parcel or parcels of property at the time of annexation to the CFD pursuant to the unanimous approval described in 53328.1 of the Act or in compliance with other procedures established by the Act, pursuant to which no additional hearings or procedures are required, and each such unanimous approval shall be deemed to constitute a unanimous vote in favor of such proposition.

WHEREAS, the City desires that the Authority establish a community facilities district (the "CFD") under the Act within the City's incorporated areas, levy special taxes, issue bonds and incur debt in order to allow the owners of property in those areas that so choose (the

“Participating Property Owners”) to receive special tax financing for the acquisition, installation and improvement of Facilities on their property; and

WHEREAS, the Authority is willing to consider establishing the CFD, subject to receipt of a request for it to do so from the City; and

WHEREAS, pursuant to Government Code Section 6586.5, a notice of public hearing has been published once at least five days prior to the date hereof in a newspaper of general circulation in the City and a public hearing has been duly conducted by this City Council concerning the significant public benefits of the Authority forming the CFD and providing financing for the acquisition, installation and improvement of Facilities on property in the incorporated territories in the City.

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

Section 1. On the date hereof, the City Council held a public hearing and hereby finds and declares that the issuance of bonds and other debt by the Authority for the CFD will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 2. The City hereby consents to the Authority’s formation of the CFD and the conduct of the special tax proceedings; provided, that the City will not be responsible for the conduct of any special tax proceedings, the levy of special taxes or any required remedial action in the case of delinquencies in related special tax payments, or the issuance, sale or administration of the bonds or any other debt incurred by the Authority for the CFD.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the financing to be provided by the Authority through the CFD available to all property owners who wish to finance Facilities; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City’s General Manager from time to time, are hereby designated as the contact persons for the Authority: Community Development Director or assignee.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the financing of the Facilities through the CFD for Participating Property Owners.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED AND ADOPTED this 5TH day of August 2014.

By: _____

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

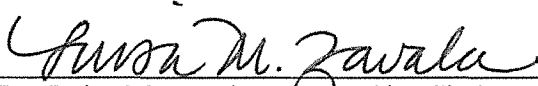
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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 5th 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

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: APPROVAL OF CITY CONCESSION LICENSES

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT


COMMENT: Non-profit organizations are entitled to request a license agreement with the City for the purposes of authorizing them to exclusively utilize City facilities for fundraising concession sales. All of the youth sports organizations that hold leagues at the Sports Complex were contacted regarding the opportunity to express an interest in obtaining a concession license. Three youth sport organizations expressed interest in a concession license for the upcoming seasons. The organizations are the American Youth Soccer Organization (AYSO), the Porterville Youth Soccer League (PYSL) and the South Valley Chivas Academy (SVCA).

On March 5, 2015, at the Parks and Leisure Services Commission meeting, the Commission recommended awarding AYSO the 2015 spring license at the Sports Complex, SVCA the fall 2015 Sports Complex license, and PYSL the 2015 spring Hayes Field license.

The current fee for concession building usage is \$6.45 per hour. The fee is adjusted yearly by the San Francisco Consumer Price Index. The total fee incurred from the monthly usage, as well as the monthly concession report providing the income generated from the concession facility, are due by the 15th day of each month.

RECOMMENDATION: That the City Council approve the concession licenses with American Youth Soccer Organization, Porterville Youth Soccer League, and South Valley Chivas Academy, and authorize and direct the Mayor to execute the same.

ATTACHMENTS: American Youth Soccer Organization Concession License
Porterville Youth Soccer League Concession License
South Valley Chivas Academy Concession License

 Director

 Appropriated/Funded

 City Manager

ITEM NO.: 12

CITY OF PORTERVILLE SPORTS COMPLEX CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to AYSO, hereinafter referred to as "LICENSEE", a license for services to the public in general, for the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville, California, from April 1, 2015 – July 31, 2015.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License, and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.

8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
12. The LICENSEE shall pay monthly to the City a fee of \$6.45 per hour for the use of the concession building by the 15th of each month. The payment will be made by AYSO. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
13. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and

trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

16. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

17. Attorney Fees. If any litigation is commenced between the parties to the 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 a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California, this 17th day of March 2015.

CITY OF PORTERVILLE

AYSO

BY: _____
Milt Stowe, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

CITY OF PORTERVILLE HAYES FIELD CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the Porterville Youth Soccer League (PYSL), hereinafter referred to as "LICENSEE", a license for services to the public in general, for the sale of soft drinks, ice creams, hot dogs, pre-packaged food, general confectionery articles and products, and promotional items at the Hayes Field Concession Building located at 945 W. Mulberry, Porterville, California, for a term of commencing April 1, 2015, and ending June 30, 2015.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized softball or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The City will clean and stock restrooms Monday-Friday. Supplies needed for such cleaning and stocking will be stored in the maintenance closet located on the south side of the building. LICENSEE is prohibited from using said closet or restrooms for storage.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License, and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.
7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby *does* agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or

activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.

11. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to enure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
12. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
13. The LICENSEE shall pay monthly to the City a fee of \$6.45 per hour for the use of the concession building by the 15th of each month. The payment will be made by PYSL. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
14. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.
15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
16. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
17. Attorney Fees. If any litigation is commenced between the parties to the 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 a reasonable sum as and for its attorney's fees in the

litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California, this 17th day of March 2015.

CITY OF PORTERVILLE

PYSL

BY: _____
Milt Stowe, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

CITY OF PORTERVILLE SPORTS COMPLEX CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to South Valley Chivas Academy (SVCA), hereinafter referred to as "LICENSEE", a license for services to the public in general, for the sale of soft drinks, ice creams, hot dogs, pre-packaged food, and general confectionery articles and products at the Sports Complex Concession Building located at 2701 W. Scranton Avenue, Porterville, California, from August 1, 2015 – March 1, 2016.

1. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
2. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized soccer or at any other time the CITY deems the operation of the concession necessary for special activities.
3. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
4. The LICENSEE shall open all gates and secure them open with locks upon opening the park and concession facility. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
5. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
6. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License, and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate.

7. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
8. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
9. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or joint ventures.
10. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of, from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
11. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
12. The LICENSEE shall pay monthly to the City a fee of \$6.45 per hour for the use of the concession building by the 15th of each month. The payment will be made by SVCA. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
13. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.
14. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

15. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
16. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
17. Attorney Fees. If any litigation is commenced between the parties to the 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 a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California, this 17th day of March 2015.

CITY OF PORTERVILLE

SVCA

BY: _____
Milt Stowe, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney

SUBJECT: A RESOLUTION APPROVING THE APPLICATION FOR STATE OFF-HIGHWAY VEHICLE GRANT FUNDS

SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT


COMMENT: Staff has prepared a State Off-Highway Vehicle Grant Funds grant application for the 2015-16 grant cycle. The process entails an on-line preliminary application and the ability for the public to review and comment on the preliminary application March 3 - April 6, 2015. Preliminary application review and comment is conducted on the State OHV website allowing the public an ability to participate. In addition, State OHV personnel review the preliminary application and provide comments on its completeness and accuracy. Staff is then given the opportunity to revise the preliminary application, only for purposes of responding to public and State comments, prior to confirming the submission of a final application.

The preliminary Ground Operations application is for \$158,487, of which \$117,281 is the grant request amount and \$41,206 would come from a local match. The Ground Operations activity is for the annual ongoing maintenance and operational enterprise including staff, equipment, materials and supplies.

The Ground Operations activities are for one year commencing July 2015. The local match for the proposed grant is comprised of volunteer efforts, administrative services, and general fund expenses anticipated within the Parks and Leisure Services operational budget. The final application submission must be made by May 4, 2015, and results of the competitive scoring will be known by June 1, 2015.

RECOMMENDATION: Adopt a Resolution approving the application for State Off-Highway Vehicle Grant Funds.

ATTACHMENT: Resolution

 Director

 Appropriated/Funded

 City Manager

ITEM NO.: 13

RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT
FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with, this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

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

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Director of Parks & Leisure Services as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Passed, approved and adopted this 17th day of March, 2015.

By: _____
Milt Stowe, Mayor

Attest:
John D. Lollis, City Clerk

Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – AMERICAN CANCER SOCIETY, INC – RELAY FOR LIFE OF PORTERVILLE KICKOFF – MARCH 21, 2015

SOURCE: Finance Department

COMMENT: The American Cancer Society, Inc. is requesting approval to hold a community event and fundraiser for the Relay for Life teams on March 21, 2015, at Veteran's Park, from 10 a.m. to 4:00 p.m. There is no request for street closures.

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

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

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

DD MB Appropriated/Funded MB C.M. J

Item No. 14

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/10/15 Event date: March 21, 2015
Event time: 10-4 pm
Name of Event: Relay For Life of Porterville Kickoff

Sponsoring organization: American Cancer Society, Inc. Phone # 559-451-0163
Address: 2222 W Shaw Ave #201 Fresno, CA 93711
Authorized representative: Jessica Chamberlain Phone # 559-451-0163
Address: 2222 W Shaw Ave #201 Fresno, CA 93711
Event chairperson: Randy Phillips Phone # 559-308-3402

Location of event Veteran's Park
(Location map must be attached)

Type of event: Kickoff team / community event for Relay For Life fundraiser

Non-profit organization status: We are a non-profit in good standing
(IRS Determination) BL# 4371

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

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

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?


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

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


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

 Authorized Representative Initials


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

 Authorized Representative Initials

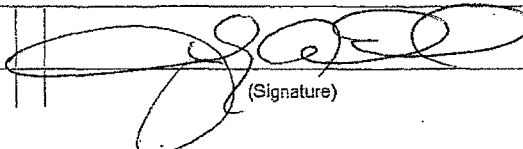
Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

American Cancer Society		2/18/15
(Name of Organization)	(Signature)	(Date)

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

Sponsoring organization: American Cancer Society

Location: Veteran's Park Event date: 3/21/15 Event time: 10-4

[illegible]

3 of 4

CITY OF PORTERVILLE

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: Relay for Life of Porterville Kickoff

Sponsoring organization: American Cancer Society

Event date: 3/21/15 Hours: 10 Am - 4 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

[illegible]

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

AMERICAN CANCER SOCIETY, INC.

RELAY FOR LIFE OF PORTERVILLE KICKOFF

MARCH 21, 2015

Finance Director:

M. Bemis

Deputy Public Works Director:

M. Reed

Community Development Manager:

J. Phillips

Deputy Public Works Director:

B. Styles

No comments.

Fire Chief:

G. Irish

No comment.

Parks and Leisure Services Director:

D. Moore

No vehicles allowed to park within the park. Unloading/loading permitted only from the pathway.

Police Lieutenant:

J. Hall

Please see Proposed Conditions/ Requirements for Event in Exhibit B.

Administrative Services Director:

P. Hildreth

See Exhibit A, Page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: American Cancer Society, Inc.
Event: Relay for Life of Porterville Kickoff
Event Chairman: Randy Phillips
Location: Veteran's Park
Date of Event: March 21, 2015

RISK MANAGEMENT: Conditions of Approval

That the American Cancer Society, Inc., 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 and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event. If the event is located in the City of Porterville's Redevelopment Agency area, the same conditions apply.

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

PORTERVILLE POLICE DEPARTMENT

Conditions/Requirements for Community Event "Relay for Life" March 21, 2015

Your application to conduct/hold a community event at Veterans Park has been received and approved pursuant to the following concerns and conditions:

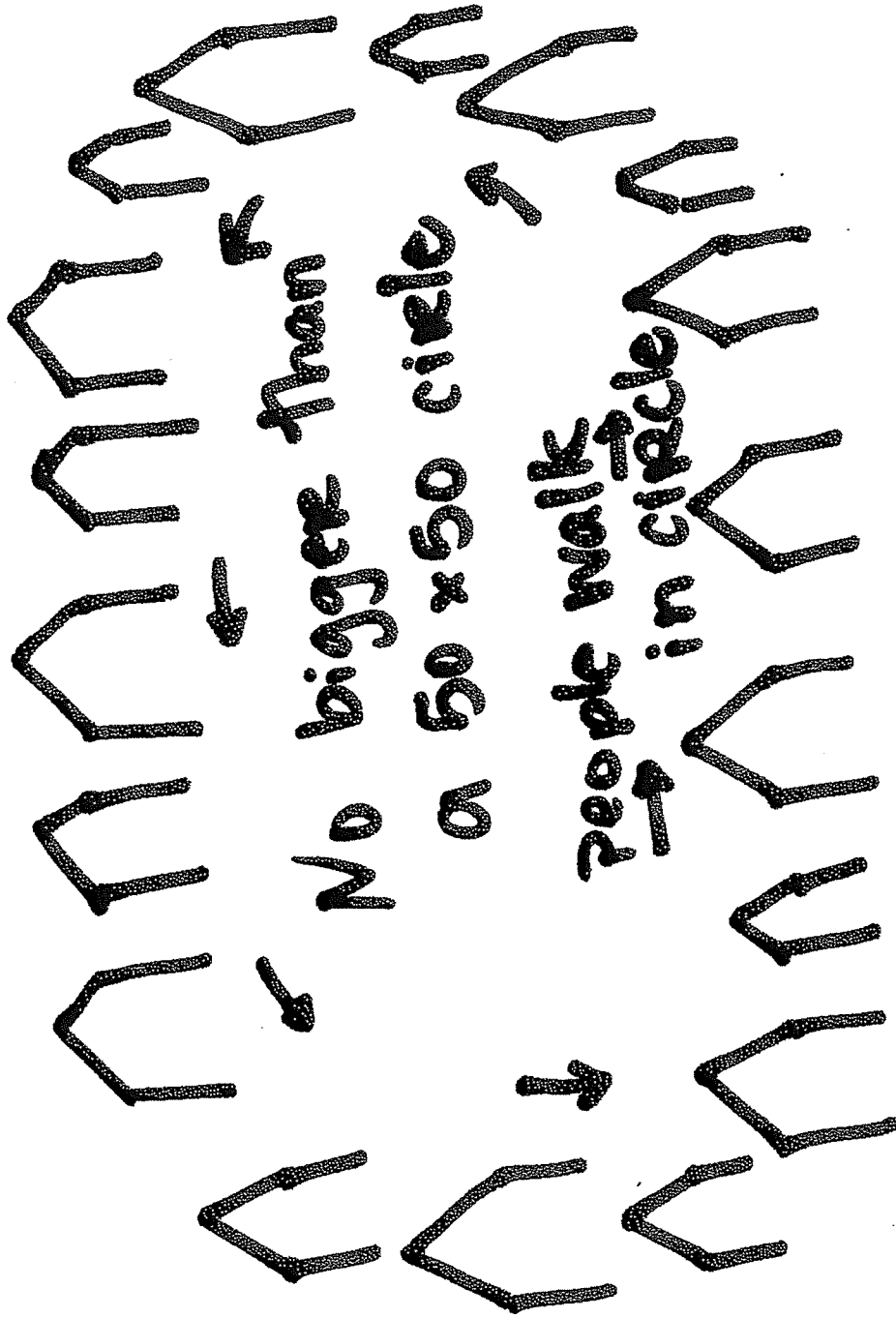
1. Participants/Pedestrians must remain on the sidewalks and obey all traffic related laws.
2. Participants/Pedestrians must not interfere with or impede the normal flow of vehicle or pedestrian traffic.
3. Event organizers should consider "follow up" vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.
4. Participants must ensure young children stay close to parent or adult, to avoid children running into the roadway and ensuring their safety.

John Hall, Lieutenant
Porterville Police Department

EXHIBIT B

- Helicopter memorial.

Area of Arbor 1



Small pop ups for teams
with information

N/A

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: _____
- 2 Address where amplification equipment is to be used: _____
- 3 Names and addresses of all persons who will use or operate the amplification equipment: _____
- 4 Type of event for which amplification equipment will be used: _____
- 5 Dates and hours of operation of amplification equipment: _____
- 6 A general description of the sound amplifying equipment to be used: _____

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

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

Penal Code Section 415 (2)

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

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

Signature of Applicant

Date

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

City of Porterville, Chief of Police/Designee

Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
2/18/2015

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

COVERAGES **CERTIFICATE NUMBER:** 8738044 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35943463	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Relay For Life Kick Off on 03/21/2015;
 Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER

City of Porterville
 291 North Main Street
 Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Liability Insurance

Endorsement

<i>Policy Period</i>	SEPTEMBER 1, 2014 TO SEPTEMBER 1, 2015
<i>Effective Date</i>	FEBRUARY 18, 2015
<i>Policy Number</i>	3594-34-63 RMG
<i>Insured</i>	AMERICAN CANCER SOCIETY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	FEBRUARY 18, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Relay For Life Kick Off on 03/21/2015

All other terms and conditions remain unchanged.

Authorized Representative



COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – OPTIMIST CLUB AND PARENTS AGAINST BULLYING – PERFORMING ARTS FESTIVAL – MARCH 21, 2015

SOURCE: Finance Department

COMMENT: The Optimist Club and Parents Against Bullying are requesting approval to hold a Performing Arts Festival at Centennial Park, on Saturday, March 21, 2015, from 11:00 a.m. until 3:00 p.m. This event will include dance, music and an art show. No street or sidewalk closures have been requested.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Optimist Club, on the condition that the applicant finds a non-profit organization to sponsor the event and provide insurance before the day of the event and subject to the stated requirements contained in Exhibit A.

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

DD MB Appropriated/Funded MB CM J Item No. 15

3/17/2015

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

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

Application date: 2/14/15 2/26/15 Event date: 3/21/15
 Event time: 11:00am - 3:00pm

Name of Event: PAB Performing Arts Festival
Parents Against Bullying

Sponsoring organization: Optimist Club Phone # _____
 Address: Shelli10@hotmail.com

Authorized representative: Dallan Christensen Phone # _____
 Address: Christensen Law Firm, Putnam

Event chairperson: Michelle Ragsdale Phone # 920-8516

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

Type of event: Unit Event, Dance, Music, Art show

Non-profit organization status: BL# 2618

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No _____

Police protection Yes _____ No X Refuse pickup Yes _____ No _____

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):

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 Authorized Representative Initials

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

 Authorized Representative Initials

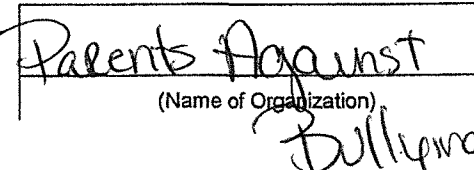

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

 (Name of Organization)	 (Signature)	2/14/15 (Date)
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VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

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

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Performing Arts Festival

Sponsoring organization: Parents Against Bullying & Optimist Club

Event date: 3/21/15 Hours: 11 AM - 3 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

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

REQUIREMENTS FOR COMMUNITY CIVIC EVENT
OPTIMIST CLUB AND PARENTS AGAINST BULLYING
PERFORMING ARTS FESTIVAL

MARCH 21, 2015

Finance Director:
M. Bemis

Deputy Public Works Director:
M. Reed

Community Development Manager: No comments.
J. Phillips

Deputy Public Works Director: No comments.
B. Styles

Fire Chief: No comments
G. Irish

Parks and Leisure Services Director: Vehicles to remain off of grass. If perimeter
D. Moore power outlets are to be used, advance
arrangements should be coordinated with
Parks Department.

Police Lieutenant: See Proposed Conditions/Requirements
J. Hall in Exhibit B.

Administrative Services Director: See Page 2, Exhibit A.
P. Hildreth

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Optimist Club and Parents Against Bullying
Event: Performing Arts Festival
Event Chairperson: Michelle Ragsdale
Location: Centennial Park
Date of Event: March 21, 2015

RISK MANAGEMENT: Conditions of Approval

That the Optimist Club 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 and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as Additional Insured against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

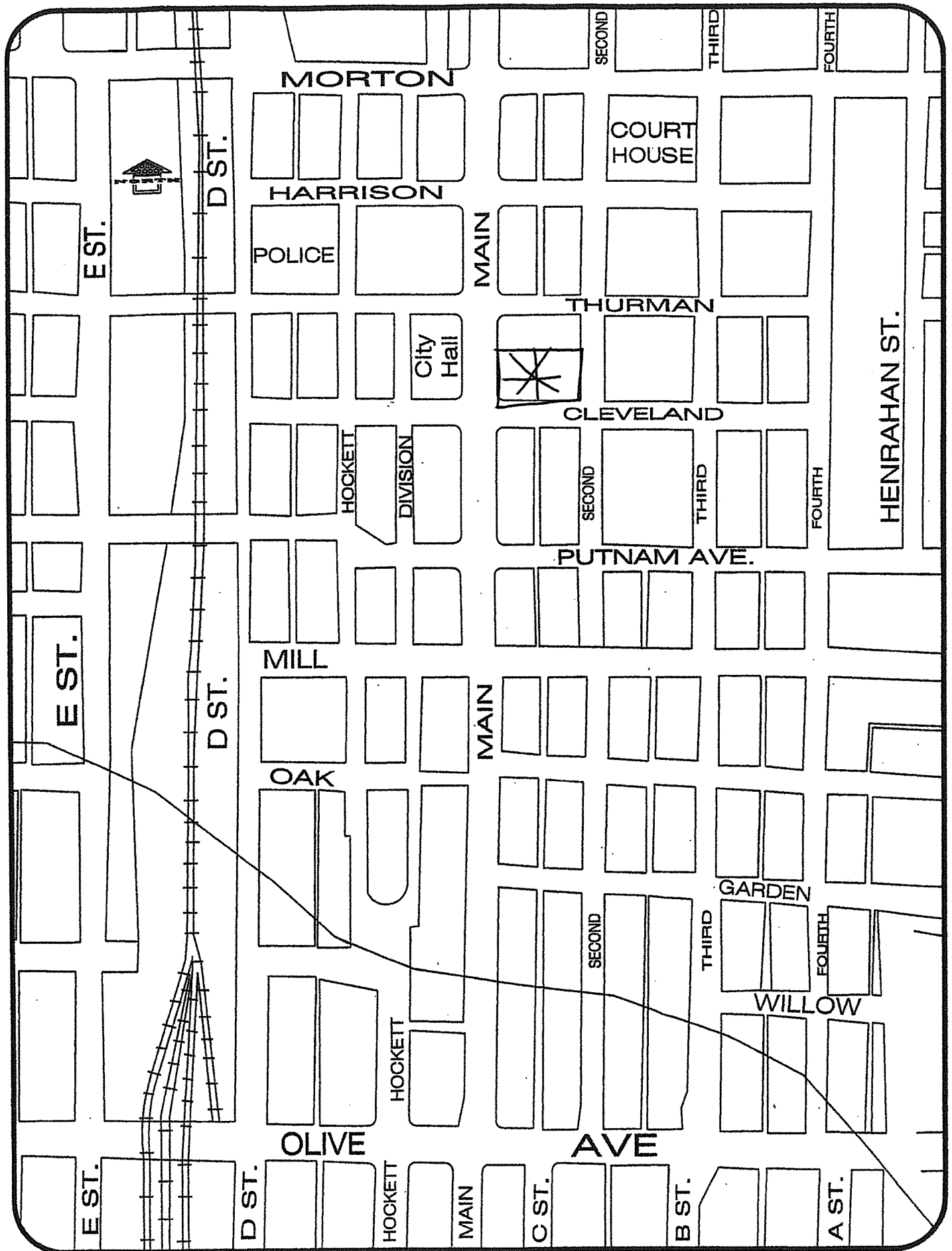
Performing Arts Festival
March 21, 2015

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Participants and spectators must not interfere with the normal flow of vehicle and pedestrian traffic in the area of the event.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

John Hall, Lieutenant
Porterville Police Department

EXHIBIT B



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:

Michelle Rampdale
1050 N Greenfield Dr - Porterville

2 Address where amplification equipment is to be used:

Centennial Plaza - Main St.

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

Albert
Martinez

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

Community Civic Event

5 Dates and hours of operation of amplification equipment:

11:00am - 3:00pm - 3/21/15

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

Music

Section 18-9

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

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 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 or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

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

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

Michelle Rampdale
Signature of Applicant

2/14/15
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

3/10/15
Date

COUNCIL AGENDA: MARCH 17, 2015

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE UNIFIED SCHOOL DISTRICT, PORTERVILLE ROTARY CLUB AND BURTON SCHOOL DISTRICT - PORTERVILLE CELEBRATES READING - APRIL 11, 2015

SOURCE: Finance Department

COMMENT: Porterville Unified School District, Porterville Rotary Club and Burton School District are requesting approval for their annual literacy fair, Porterville Celebrates Reading, on April 11, 2015, at Veteran's Park, from 10:00 a.m. to 2:00 p.m. This annual event includes free books and small group presentations for children and parents in order to encourage literacy development.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Porterville Unified School District, Porterville Rotary Club and Burton School District, subject to the stated requirements contained in the Application, Agreement and Exhibit A.

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

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

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/23/15 Event date: 4/11/15
Event time: 10:00-2:00pm

Name of Event: Porterville celebrates Reading

Sponsoring organization: Rotary/PUSD/BSD Phone # 793-2400
Address: PUSD-600 W. Grand Ave.

Authorized representative: Dr. John Snaveley Phone # 793-2400
Address: 600 W. Grand Ave.

Event chairperson: Catherine May Phone # cell 788-9053

Location of event Veteran's Park

(Location map must be attached)

Type of event: Literacy Fair for children age preschool-up
Elementary schools and community organizations have booths with

Non-profit organization status: BL # 00462

literacy
activities

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No X
Police protection Yes _____ No X Refuse pickup Yes _____ No X
Other: _____

Parks facility application required: Yes X No _____ Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

Authorized Representative Initials

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

PUSD / Rotary / BSD	Catherine E. May	2/23/15
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Porterville Celebrates Reading

Sponsoring organization: Rotary / PUSD / BSD

Location: Vet's Park Event date: 4/11/15 Event time: _____

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

[illegible]

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

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

CITY OF PORTERVILLE

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

Name of event: Porterville Celebrates Reading

Sponsoring organization: PUSD / Rotary / BSD

Event date: 4/11/15 Hours: _____

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

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

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE ROTARY CLUB, PORTERVILLE UNIFIED SCHOOL DISTRICT
AND BURTON SCHOOL DISTRICT

PORTERVILLE CELEBRATES READING

APRIL 11, 2015

Finance Director:

M. Bemis

Deputy Public Works Director:

M. Reed

Community Development Manager:

J. Phillips

No comments.

Deputy Public Works Director:

B. Styles

No comments.

Fire Chief:

G. Irish

No comments.

Parks and Leisure Services Director:

D. Moore

No vehicles allowed to park in the park.
Unloading/loading only on path.

Police Lieutenant:

J. Hall

No comments.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Unified School District, Porterville Rotary Club
and Burton School District
Event: Porterville Celebrates Reading
Event Chairman: Catherine May
Location: Veterans Park
Date of Event: April 11, 2015
Time of Event: 10:00 a.m. to 2:00 p.m.

RISK MANAGEMENT: Conditions of Approval

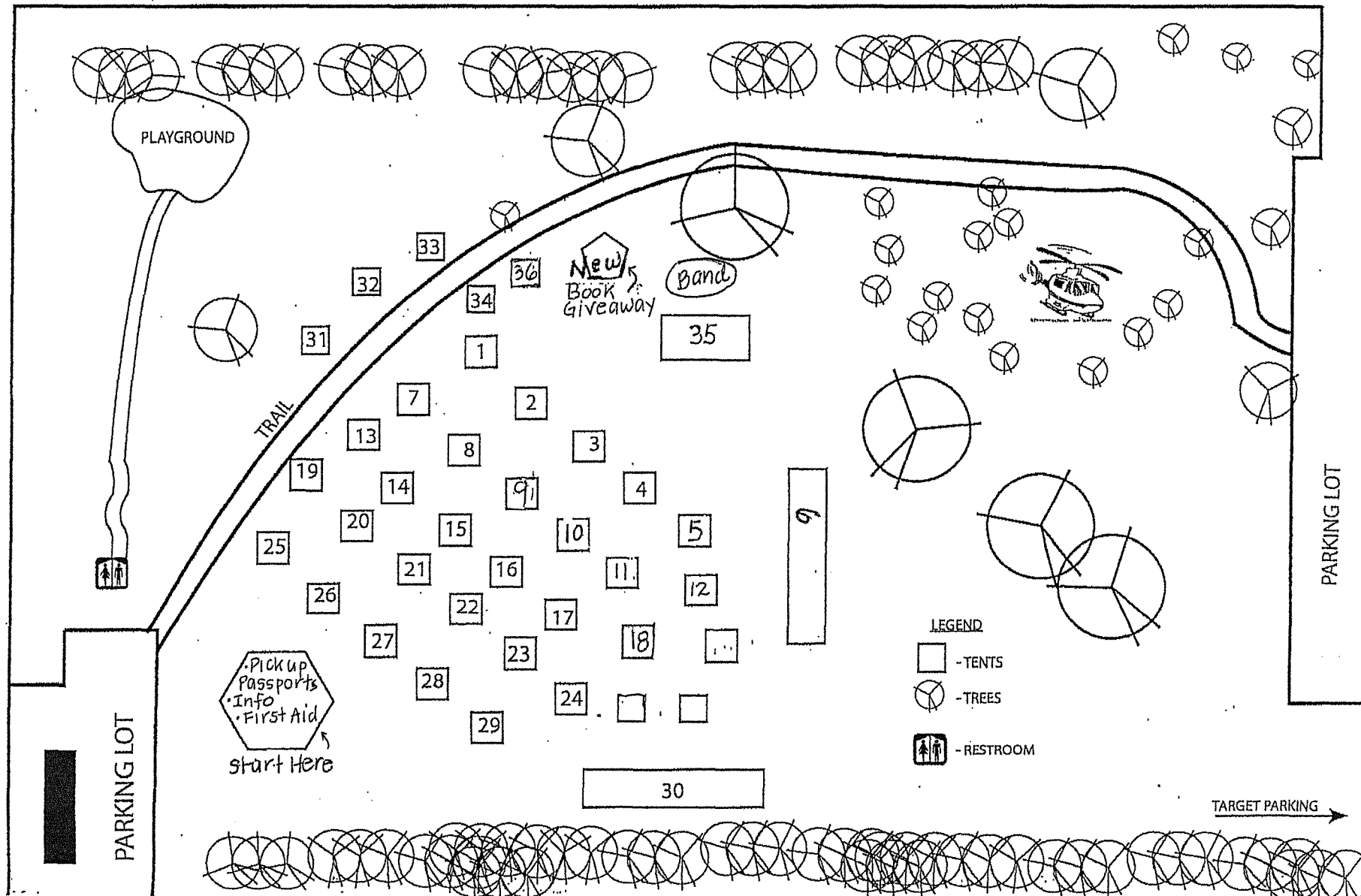
That the Porterville Unified School District, Porterville Rotary Club and Burton School District provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville,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

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

MONACHE PARKING

W HENDERSON AVE

N NEWCOMB ST



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: Catherine May
770 Phillips Circle, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Catherine May
- 4 Type of event for which amplification equipment will be used: Literacy Fair
- 5 Dates and hours of operation of amplification equipment: 4/11/15 10:00-2:00pm
- 6 A general description of the sound amplifying equipment to be used: PA System

Section 18-9

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

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

Section 18-14

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

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

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

Catherine E. May
Signature of Applicant

2/23/15
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

3/10/15
Date

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - IRIS FESTIVAL - APRIL 25, 2015

SOURCE: Finance Department

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its annual Iris Festival on Saturday, April 25, 2015, from 9:00 a.m. to 5:00 p.m. This year's festival will include a Chili-Cook-Off, Car Show, Sidewalk Sales and Antique Peddlers Faire, along with the usual entertainment, food and craft booths. The following request for street closures and public property usage are requested from 3:00 a.m. to 8:00 p.m.:

STREETS:

Main Street from Morton Avenue to Olive Avenue;
Garden Avenue from Main Street to the alley east of Main Street;
Oak Avenue from Division Street to the alley east of Main Street;
Mill Avenue from Division Street to the alley east of Main Street;
Putnam Avenue from Division Street to the alley east of Main Street;
Cleveland Avenue from Division Street to the alley east of Main Street;
Thurman Avenue from Division Street to the alley east of Main Street; and
Harrison Avenue from Division Street to the alley east of Main Street.

SIDEWALKS:

Main Street from Olive Avenue to Morton Avenue;

PARKING LOT:

Former J.C. Penney parking lot.

PARK:

Centennial Park on Main Street.

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

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

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

D.D. MB

Appropriated/Funded MB C.M. J

Item No. 17

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569



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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/10/15 Event date: 4-25-15
Event time: 9am - 5pm, Clear 3a-8pm
Name of Event: Porterville Iris Festival
17th annual
Sponsoring organization: Chamber Porterville Phone # 5597847502
Address: 93 N main st-
Authorized representative: Stephanie Lester Phone # 5597847602
Address: same as above
Event chairperson: Cherly Haugen Phone # _____
Location of event (location map must be attached): Downtown Porterville - main street
Chile to mortent.
Type of event: Festival - Vendor kids zone, entertainment,
Chile Cook off, Foodbooths, Sidewalk sales,
Non-profit status determination: 501(c)(6)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 60 Street sweeping Yes _____ No X
Police protection Yes X No _____ Refuse pickup Yes X No _____
Other: Special events officer
Parks facility application required: Yes _____ No X Attached _____
Assembly permit required: Yes _____ No X Attached _____

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.	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

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

City Code requirements:

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

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

[Signature] Authorized Representative Initials

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

[Signature] Authorized Representative Initials

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

[Signature] Authorized Representative Initials

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

[Signature] Authorized Representative Initials

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

Porterville Chamber of Commerce (Name of Organization)	<i>[Signature]</i> (Signature)	2/11/15 (Date)
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VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Main St, Olive to Marton Event date: 4/25/15 Event time: 9-5 closure 3am-8pm

[illegible]

3 of 4

CITY OF PORTERVILLE

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

Name of event: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 25, 2015 Hours: Event 9am-5pm
Closure 3am-8pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Olive	Morton	Vendor Booth
Garden	Main	East Alley	Kids Zone
Oakmill	Division	East Alley	Entertainment
Putnam			Chili Cookoff
Cleveland			Military
Thurman			Display
Harrison			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Olive	Morton	Merchant
			Sidewalk Sale
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
All Spaces →	adjacent to Allen's Post Building		Antique
			Sidewalk
			Podders
			Fair

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE CHAMBER OF COMMERCE

IRIS FESTIVAL

APRIL 25, 2015

Finance Director:
M. Bemis

Deputy Public Works Director:
M. Reed

Community Development Manager: No comments.
J. Phillips

Deputy Public Works Director: Barricades may be obtained and returned at
B. Styles 555 N. Prospect St.

Fire Chief: No comments.
G. Irish

Parks and Leisure Services Director: Keep vehicles off the grass in
D. Moore Centennial Park. Keep public out of the
Main Street planters.

Police Lieutenant: Please see Exhibit B.
J. Hall

Administrative Services Director: Please see Exhibit A, page 2.
P. Hildreth

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: Iris Festival
Event Chairman: Cheryl Haugen
Location: Main Street
Date of Event: April 25, 2015
Time of Event: 9:00 a.m. to 5:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce 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 and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event.

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

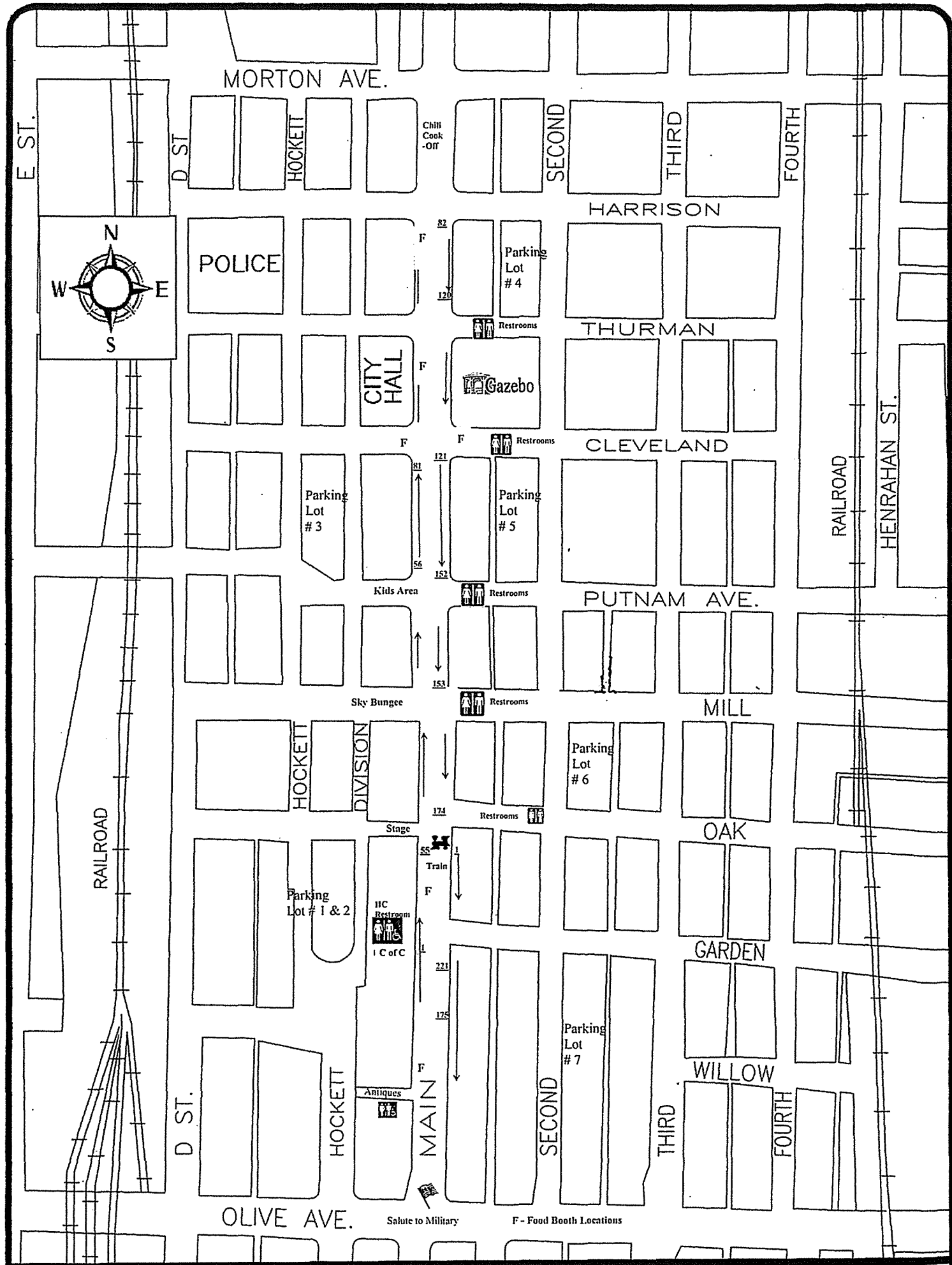
Iris Festival, April 25, 2015

Proposed Conditions/Requirements for Iris Festival Ƴ Downtown Porterville

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact OIC Mark Azevedo of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the sales of alcoholic beverages during the event, they must first apply for and be granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control. If such license is issued, additional conditions may apply (beer garden, location, security).
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

John Hall, Lieutenant
Police Department

EXHIBIT B



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: Porterville Chamber of Commerce
93 N Main St.
- 2 Address where amplification equipment is to be used: Main St
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Various
Chamber Volunteers Joseph Zenith, Monte Reyes, Chris Wilcox
- 4 Type of event for which amplification equipment will be used: Irish Festival
- 5 Dates and hours of operation of amplification equipment: April 25, 2015 9am-5pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor PA system, 300 watts

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

Stephanie Cordes
Signature of Applicant

2/11/15
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

3/10/15
Date

COUNCIL AGENDA: March 17, 2015

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 32B

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Donald Deaton is the current leaseholder of Lot 32B at the Porterville Municipal Airport. The lease expires on April 30, 2015. We have received a request from Mr. Deaton dated February 2, 2015, to renew his lease for a period of ten (10) years. This lot is approximately 2,100 square feet in area and will rent for a rate of \$0.293 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on May 1, 2015 and expire on April 30, 2025.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Donald Deaton for Lot 32B at the Porterville Municipal Airport.

ATTACHMENT: Locator Map
Letter from Mr. Deaton requesting renewal
Lease Agreement

D.D. MB Appropriated/Funded MB

C.M. J

Item No. 18

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

A B C 34 D E F

33

32A B C

31C

31A 31B

30B

30A1 30A2 30A3

SUBJECT
LOCATION

47

50

Feb 2-15-

PLEASE Renew. LEASE Agre. on LOT 32 B. For Standard 10 Yr.

Donald Deaton

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of May, 2015, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Donald Deaton, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 32B at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on May 1, 2015, both parties having executed the same, and shall terminate on April 30, 2025, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.293 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,100 square feet of land

area, said rental rate will be \$615.30 annually, or \$51.28 per month, payable in advance.

Beginning January 1, 2016, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing

is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and/or

assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a)

use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair,

reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Donald Deaton
2139 W Clare Ave
Porterville, CA 93257

To the City: Airport Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which

City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised

premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner

termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of

this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Milt Stowe, Mayor

By: Donald Deaton
Donald Deaton

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

COUNCIL AGENDA: March 17, 2015

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 38

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Raymond Broad and Mrs. Dernie Waikiki are the current leaseholders of Lot 38 at the Porterville Municipal Airport. The lease expires on June 30, 2015. We have received a request from Mr. Broad and Mrs. Waikiki dated January 15, 2015, to renew their lease for a period of ten (10) years. This lot is approximately 4,200 square feet in area and will rent for a rate of \$0.293 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on July 1, 2015 and expire on June 30, 2025.

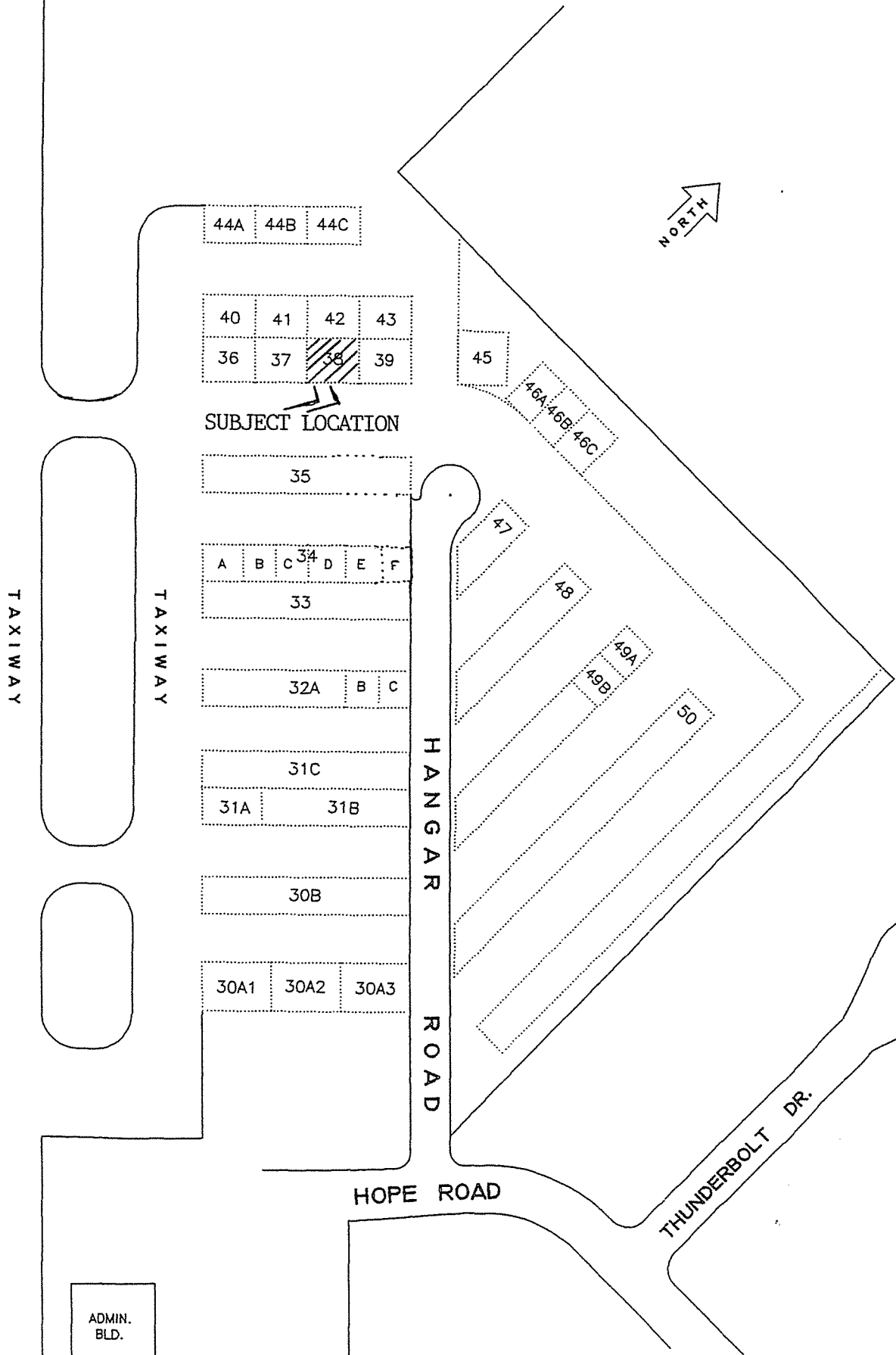
RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Broad and Mrs. Waikiki for Lot 38 at the Porterville Municipal Airport.

ATTACHMENT: Locator Map
Letter from Mr. Broad and Mrs. Waikiki requesting renewal
Lease Agreement

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

Item No. 19

A I R P O R T L E A S E S I T E S



Raymond Broad
Dernie Waikiki
PO Box 336
Strathmore, CA 93267-0336
(559)972-3285

January 15, 2015

Janie Rodriguez
City of Porterville
291 N Main Street
Porterville, CA 93257

Dear Janie,

I am writing to request renewal of our lease on Airport Lot 38 for the standard 10 years. Please send the necessary lease documents.

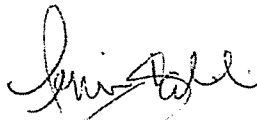
I've included a copy of the CERTIFICATE OF INSURANCE naming the City of Porterville as additional insured.

If you have any questions please contact us.

Sincerely,



Raymond Broad



Dernie Waikiki

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of July, 2015, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Raymond Broad and Dernie Waikiki, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 38 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on July 1, 2015, both parties having executed the same, and shall terminate on June 30, 2025, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.293 per square foot per year.

Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 4,200 square feet of land area, said rental rate will be \$1,230.60 annually, or \$102.55 per month, payable in advance.

Beginning January 1, 2016, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in

common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a

possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and

employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a

fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire,

affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Raymond Broad
 Dernie Waikiki
 P.O. Box 336
 Strathmore, CA 93267

To the City: Airport Manager
 City of Porterville
 291 N. Main Street
 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to

any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to

obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may

peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of

competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

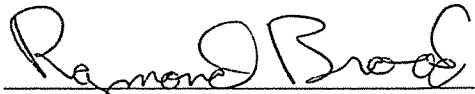
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

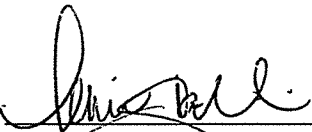
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Milt Stowe, Mayor

By:  _____
Raymond Broad

By:  _____
Derrie Waikiki

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

CITY COUNCIL AGENDA – MARCH 17, 2015

SUBJECT: REQUEST FOR PROCLAMATION – FOSTER GRANDPARENT PROGRAM 50TH ANNIVERSARY

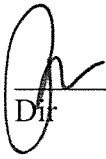
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

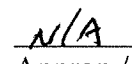
COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a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


The Porterville Developmental Center has requested that the Council consider approval of a proclamation to recognize the 50th Anniversary of the Foster Grandparents Program. Mayor Stowe is sponsoring this proclamation request. If approved, applicant requests that the proclamation be presented by the Mayor at Foster Grandparent Meeting scheduled for April 1, 2015.

RECOMMENDATION: That the City Council consider approval of the request to recognize the 50th Anniversary of the Foster Grandparent Program.

ATTACHMENT: 1. Request for Proclamation
2. Draft Proclamation


Dir


Approp./
Funded


CM

Item No. 20



City of Porterville
REQUEST FOR PROCLAMATION



CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 2/26/15

Name of Event/Individual: Foster Grandparent Program 50th Anniversary
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville Developmental Center / DDS

Name of Contact Person: Nan Anderson, Director or Kim Latham, Secretary

Address: P.O. Box 2000 Porterville, CA 93258

Phone: 559-782-2404 FAX: 559-782-2406

E-mail: nan.anderson@pdc.dds.ca.gov

I would like the proclamation: ☐ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Present at 4/1 meeting

Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Mayor Milt Stowe to present at the FG/SC meeting on April 1, 2015.

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 2/27/15 Sponsored by: Stowe Date: 3/3/15

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

Wording for Proclamation:

The city has prepared Proclamations for the Foster Grandparent Program at PDC in the past, but following is some suggested wording from the National level:

WHEREAS, the Foster Grandparent Program nationwide is celebrating its 50th year of existence; and

WHEREAS, the Foster Grandparent Program at the Porterville Developmental Center has been serving students and clients for 43 years; and

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the Nation's Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, the Corporation for National and Community Services, which administers the Foster Grandparent Program, shares a priority with Mayors nationwide to engage citizens, improve lives and strengthen communities; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills and leadership abilities for those who serve; and

(Please incorporate some or all of the above statements with the normal Proclamation. Mayor Stowe said he would be available to present the Proclamation to the Foster Grandparents at the Porterville Developmental Center on 04/01/2015 at 9:00 a.m.).

If you have any questions regarding this information, please give me a call at 782-2404 or Kim at 782-2405.

Thank you.

Nan Anderson

FG/SC Project Coordinator



State of California

Department of Developmental Services
Porterville Developmental Center
P.O. Box 2000
Porterville, CA 93258-2000



NAN ANDERSON

Foster Grandparent/Senior Companion Director
(559) 782-2404

CITY COUNCIL AGENDA – MARCH 17, 2015

SUBJECT: REQUEST FOR PROCLAMATION – FAIR HOUSING MONTH – APRIL 2015

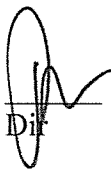

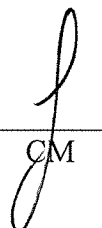
SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK

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

Staff has requested that the Council consider approval of a proclamation to proclaim the Month of April 2015 as Fair Housing Month. Council Member Gurrola is sponsoring this proclamation request. If approved, applicant requests that the proclamation be presented at the City Council Meeting of April 7, 2015.

RECOMMENDATION: That the City Council consider approval of the request to proclaim the Month of April 2015 as Fair Housing Month.

ATTACHMENT: 1. Request for Proclamation
2. Draft Proclamation

 Dir	 N/A Approp./ Funded	 CM
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Item No. 21



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

MAR 09 2015

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 3/9/15

Name of Event/Individual: Fair Housing Month
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: City of Porterville

Name of Contact Person: Lupe Diaz

Address: 291 N. Main St.

Phone: 782-7460 FAX: 781-

E-mail: ldiaz@ci.porterville.ca.us

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: Month of April

Date of Council Meeting to be presented, if applicable: April 7, 2015
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Lupe Diaz

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 3/9/15 Sponsored by: Gurrola Date: 3/9/15

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

FAIR HOUSING MONTH

WHEREAS, April marks the 47th anniversary of the passage of the Fair Housing Act; and

WHEREAS, On April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968 which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, Title VIII of that law is referred to as the Fair Housing Act. In its original form, the Fair Housing Act prohibited discrimination in the sale, rental, and financing of housing based on race, color, religion, and national origin; and

WHEREAS, since 1968, the Act has been expanded to include sex, handicap and familial status; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

NOW, THEREFORE, BE IT RESOLVED,

that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, I, **Mayor Milt Stowe**, of the City of Porterville, in the State of California, hereby join in the national celebration by proclaiming

APRIL, 2015

as

FAIR HOUSING MONTH

and encourage ~~x~~ all agencies, institutions and individuals, public and private, in the **City of Porterville** to abide by the letter and the spirit of the Fair Housing law.

Signed and sealed this ____ day of April, ~~x~~_____.

COUNCIL AGENDA – MARCH 17, 2015

SUBJECT: CITY OF PORTERVILLE CONFLICT OF INTEREST CODE –
BIENNIAL REPORT

SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT

COMMENT: Government Code Section 87300 et seq., sets forth provisions requiring agencies to adopt a Conflict of Interest Code. Pursuant to the statute, local agencies must submit to their reviewing body a report which identifies any necessary amendments in its code, or provides a statement indicating no amendments are necessary. If it is determined that an amendment of the code is necessary, said amendments are required to be submitted to the code reviewing body for consideration and adoption within 90 days of the report.


The City Council is the code reviewing body for the City of Porterville, and the City Manager serves as the Administrative Supervisor of the Conflicts and Disclosure Monitor Agency. The City Manager, as Administrative Supervisor, has reviewed the City's Conflict of Interest Code, and has determined no amendments are necessary at this time.

RECOMMENDATION: That the City Council:
Accept the Conflicts and Disclosure Monitor Agency 2014
Biennial Report.

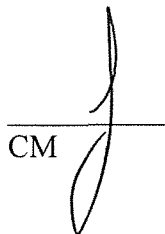
ATTACHMENT: 1. Conflict of Interest Code Report
2. City's Conflict of Interest Code



DIR



Appro./
Funded



CM

Item No. 22


CONFLICTS AND DISCLOSURE MONITOR AGENCY
2014 BIENNIAL REPORT
FOR
THE CITY OF PORTERVILLE

This Agency has reviewed its Conflict of Interest Code and has determined that:

- ☐ The Agency's Code needs to be amended and the following amendments are necessary:
- _____ Include positions which must be designated.
 - _____ Revise the titles/departments to reflect reclassifications and/or reorganizations.
 - _____ Delete the titles of positions that have been abolished.
 - _____ Delete the positions that manage public investments.
 - _____ Revise disclosure categories.
 - _____ Other
- ☒ No amendments are necessary. Our Agency's Code accurately designates all positions which make or participate in the making of governmental decisions; the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and the Code includes all other provisions required by Government Code Section 87302.

Dated this 12th day of March, 2015.

CONFLICTS AND DISCLOSURE MONITOR AGENCY



John D. Lollis, Administrative Supervisor

CONFLICT OF INTEREST CODE OF THE
"CONFLICTS AND DISCLOSURE MONITOR AGENCY" OF THE
CITY OF PORTERVILLE

SECTION 1. Establishment. The City Council of the City of Porterville has heretofore established a Conflicts and Disclosure Monitor Agency (hereinafter "Agency") having jurisdiction as set forth herein over all officers, officials, and employees of the City. The City Manager shall be the Administrative Supervisor of such Agency with authority to act for and on behalf of such Agency. Such Agency shall not affect the duties, responsibilities, or chain of command of any Department, Board, or Commission except to administer and enforce the requirements, rules, and regulations set forth herein. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The Conflicts and Disclosure Monitor Agency of the City of Porterville hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and supplied by the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.
- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of March of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
 2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms supplied by the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;
 - b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
 - c. The address or other precise location of the real property;
 - d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);
 - e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or

wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);
 - c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;
 - e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
 - a. The name, address, and a general description of the business activity of the business entity;

- b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
- 3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
- 4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.
- 5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503.

No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is

needed to break a tie does not make his or her participation legally required for purposes of this section.

G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

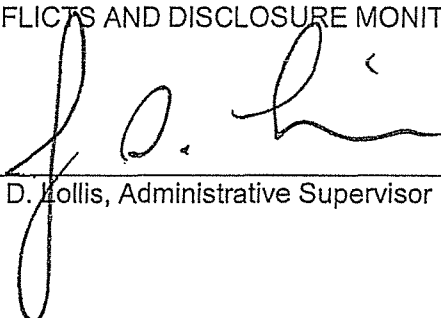
SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Porterville Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this 4th day of September, 2012.

CONFLICTS AND DISCLOSURE MONITOR AGENCY



John D. Hollis, Administrative Supervisor

DESIGNATED EMPLOYEES*
EXHIBIT "A"

- A. ADMINISTRATION:
 - 1. Deputy City Manager
- B. DEPARTMENT DIRECTORS:
 - 1. Administrative Services Manager
 - 2. Community Development Director
 - 3. Fire Chief
 - 4. Parks and Leisure Services Director
 - 5. Police Chief
 - 6. Public Works Director
- C. DEPARTMENTAL EMPLOYEES AS FOLLOWS:
 - 1. Community Development Department:
 - a. City Planner
 - b. Development Associate
 - c. Project Manager
 - 2. Finance Department
 - a. Purchasing Agent
 - b. Information Technology Manager
 - c. Accountant
 - 3. Fire Department:
 - a. Battalion Chief/Fire Marshall
 - b. Battalion Chief of Operations
 - c. Deputy Fire Marshall
 - 4. Public Works Department
 - a. Chief Building Official
 - b. Deputy Public Works Director/City Engineer
 - c. Deputy Public Works Director/Field Services Manager
 - d. Assistant City Engineer
- D. CONSULTANTS: Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations:

The Administrative Supervisor may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrative Supervisor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

* This designation does not include the following City officials or employees required to report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Sections 87200, et seq.:

- a. City Council Members
- b. City Manager
- c. City Attorney
- d. Finance Director

COUNCIL AGENDA: March 17, 2015


SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Requiring a Road Maintenance Assessment be Included in the Approval of New Residential Subdivisions

SOURCE: City Manager

COMMENT: Mayor Stowe has requested that the City Council consider requiring a road maintenance assessment be included in the approval of new residential subdivisions.

RECOMMENDATION: Mayor Stowe makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider requiring a road maintenance assessment be included in the approval of new residential subdivisions.

ATTACHMENT: None

C/M 

Item No. 23

CITY COUNCIL AGENDA: MARCH 17, 2015

PUBLIC HEARING

SUBJECT: A CONDITIONAL USE PERMIT, MODIFICATION TO A CONDITIONAL USE PERMIT AND ORDINANCE AMENDMENT FOR THE PACIFIC RIM COMMERCIAL MIXED-USE PROJECT (PRC 2012-002-GZCP)

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION

COMMENT: On March 5, 2013, the City Council passed, approved and adopted entitlements for the development of the Pacific Rim Commercial Mixed-Use Project located approximately 550 feet west of the southwest corner of Henderson Avenue and Newcomb Street. The entitlements included a General Plan Amendment (Resolution 13-2013), Zone Change (Ordinance 1796), Tentative Parcel Map (TPM 14-2013) and a Conditional Use Permit (Resolution 15-2013) to facilitate the development of a commercial mixed-use project that included 168 multi-family residential apartment units, 40,690± square feet of commercial uses, an 18,000± square foot two-story office building, and a 518 unit (61,450 square feet) personal storage facility.

The applicant (The Vincent Company) is proposing to alter the commercial component of the approved Pacific Rim Commercial Mixed-Use Development. The proposed modifications are considered a Changed Plan pursuant to the Porterville Development Ordinance, Section 601.09 (b) Modification of Approvals, Changed Plans and, therefore, require consideration in a public hearing before the City Council. In addition, the modifications requested require the issuance of a new conditional use permit for the mixed-use development and a modification to the existing CUP.

On January 14, 2015, the project applicant submitted to the Project Review Committee proposed modifications to the Pacific Rim Commercial Mixed-Use Project as approved. At this time, the applicant is requesting modifications to the commercial element of the project as follows: increasing the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space, reducing the personal storage facility square footage from 518 units to 214 units and modifying the elevation plans as approved.

Approved 2013 IS/MND	Proposed modifications	Net Changes
Approved Elevations	Modified Elevations	None
168-unit multi-family apartments	No Change	None
40,690 sq. ft. of retail	70,310 sq. ft. of retail	29,620 sq. ft. more
18,000 sq. ft. of office	0 sq. ft. of office	18,000 sq. ft. less
518 units (61,450 sq. ft. of personal storage facility)	214 units (26,200 sq. ft. of personal storage facility)	304 units less (35,250 sq. ft. less)

DD JB APPROPRIATED/FUNDED N/A CM J

ITEM NO 24

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving the Addendum to the adopted Mitigated Negative Declaration;
2. Amend Ordinance No. 1796 approving Zone Change 2012-002-Z contingent upon approval of the Conditional Use Permit (PRC 2012-002-GZCP);
3. Waive further reading of the amended ordinance, approving the changes and order it to print;
4. Adopt the draft resolution approving the modification of Conditional Use Permit 2012-002-M for the personal storage facility; and
5. Adopt the draft resolution containing findings in support of approval for Conditional Use Permit (PRC 2012-002-GZCP)

ATTACHMENT: Complete Staff Report

CITY COUNCIL AGENDA: MARCH 17, 2015

PUBLIC HEARING - STAFF REPORT

TITLE: A CONDITIONAL USE PERMIT, MODIFICATION TO A CONDITIONAL USE PERMIT AND ORDINANCE AMENDMENT FOR THE PACIFIC RIM COMMERCIAL MIXED-USE PROJECT (PRC 2012-002-GZCP)

OWNER/APPLICANT: Henderson MU-V
Paul Owhadi
29610 Heathercliff Road, Suite 411
Malibu, CA 90265

AGENTS:	The Vincent Company	Winton & Associates
	Scott Vincent	Jim Winton
	1500 West Shaw, Suite 30	150 West Morton Avenue
	Fresno, CA 93711	Porterville, CA 93257

PROJECT LOCATION: Approximately 550 feet west of the southwest corner of Henderson Avenue and Newcomb Street

HISTORY: Prior to the development of the Pacific Rim Commercial Mixed-Use Project, the area was primarily walnut orchards. Over the last several decades, the surrounding residential neighborhoods have become established and continued to develop west of the project area towards the City's western limits. On March 5, 2013, the City Council approved and adopted entitlements for the development of the Pacific Rim Commercial Mixed-Use Project located approximately 550 feet west of the southwest corner of Henderson Avenue and Newcomb Street. The entitlements included a General Plan Amendment (Resolution 13-2014), Zone Change (Ordinance 1796), Tentative Parcel Map (Resolution 14-2013) and a Conditional Use Permit (Resolution 15-2013) to facilitate the development of a commercial mixed-use project that included 168 multi-family residential apartment units, 40,690± square feet of commercial uses, an 18,000± square foot two-story office building, and a 518 unit (61,450 square feet) personal storage facility. The General Plan Amendment and Zone Change was required to change the zoning from RM-3 (High Density Residential), RM-2 (Medium Density Residential) and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use). The Tentative Parcel Map divided a 23.4± acre lot into four (4) parcels and the Conditional Use Permit was granted to accommodate the 518 unit (61,450 sq. ft.) personal storage facility. Since the City Council approved and adopted entitlements for the development of the Pacific Rim Commercial Mixed-Use Project, on-site and off-site construction has commenced. The construction of the 168 unit multi-family residential apartments is between 65 to 70 percent completed.

SPECIFIC REQUEST: The applicant (The Vincent Company) is proposing to alter the commercial component of the approved Pacific Rim Commercial Mixed-Use Development. The modifications requested would require the issuance of a new conditional use permit (CUP) for the mixed-use development and modification to the existing CUP that would allow for the reduction

of the personal storage facility from 518 units to 214 units (26,200 square feet) of personal storage facility, as well as an Ordinance Amendment.

On January 14, 2015, the project applicant submitted to the Project Review Committee proposed modifications to the Pacific Rim Commercial Mixed-Use Project. At this time, the applicant is requesting modifications to the commercial element of the project as follows: increasing the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space, reducing the personal storage facility from 518 units to 214 units and modifying the approved elevation plans.

Approved 2013 IS/MND	Proposed modifications	Net Changes
Approved Elevations	Modified Elevations	None
168-unit multi-family apartments	No Change	None
40,690 sq. ft. of retail	70,310 sq. ft. of retail	29,620 sq. ft. more
18,000 sq. ft. of office	0 sq. ft. of office	18,000 sq. ft. less
518 units (61,450 sq. ft. of personal storage facility)	214 units (26,200 sq. ft. of personal storage facility)	304 units less (35,250 sq. ft. less)

The proposed modifications are considered a Changed Plan pursuant to the Porterville Development Ordinance, Section 601.09 (b) Modification of Approvals, Changed Plans, and, therefore, require consideration in a public hearing before the City Council.

PROJECT DETAILS: There are three components to the Pacific Rim Commercial Mixed-Use Development. The first component, the 168 unit multi-family apartment complex, is currently under construction and is roughly between 65 to 70 percent completed. The apartments are permitted under the Commercial Mixed-Use General Plan Land Use Designation and Zoning Classification. Frontage and access to the apartments is along Henderson Avenue with secondary access from Newcomb Street across the proposed 80 unit affordable multi-family residential development. The 168 units are proposed at a density of approximately 14.3 units per acre, which is consistent with the current density provisions. The complex includes 23 apartment buildings and one office building. The residential component provides a number of recreational amenities for residents, including community buildings (3,300± sq. ft.), three (3) open-space areas with a combined average over 17,000 square feet each. Two of the open spaces include a community pool with arbor. In addition, a covered barbeque area is centrally located near the largest open space area that provides residents the ability to cook and eat outdoors. Each unit provides a 50 square foot personal outdoor patio or balcony space. The landscape plan showed an abundance of live plants, shrubs, and trees that will be inviting to residents and visitors and encourage the utilization of outdoor space.

The second component includes the modification to the commercial component of the development which proposes to include: 16,200± square feet in-line retail 'A', 16,200± square feet in-line retail 'B', two (2) minor retail pads (4,200± sq. ft. each), two (2) fast food pads (3,270± sq. ft. each), 3,900± in-line retail 'C', and a 19,350± square feet Major Tenant. As a condition of approval for the commercial element and mixed-use development project, retail sales shall not

occupy more than 50,000 square feet of retail space pursuant to Table 203.02: Land Use Regulations - Commercial District of the Porterville Development Ordinance.

The modification to the final component of the project is the 214± unit personal storage facility. The facility is proposed on the western portion of the overall project tucked primarily behind the commercial center. The area consists of 214± individual units varying in unit size. A matching six (6) foot tall concrete block wall with pilasters and stucco finish surrounding the mini-storage is proposed. A block wall is required for separation from residential zoning and uses to the south and west. The block wall around the perimeter of the facility will provide additional security and safety for both the surrounding commercial and residential uses.

The CMX General Plan Land Use Designation and Zoning Classification will permit all modifications and features of the development as proposed. All of the buildings throughout the project provide consistent design, colors, and features. The abundant landscaping and architectural features through the facility present a sense of place while providing a convenient location for multi-family residential uses, commercial uses, and a personal storage facility. The proposed modification to the commercial mixed-use project would provide convenient shopping and services for the surrounding established neighborhoods.

The colors and finish of the proposed commercial development will be consistent throughout the site and with the multi-family apartment complex to the east. The commercial development will keep the architectural theme of the Pacific Rim Commercial Mixed-Use Development by incorporating the Spanish mission concrete tile, stucco finish and similar colors. Terra cotta and pale yellow colored stucco with soft clay, beige and red tones accenting hip-rooftops at each commercial end cap are proposed. Matching signage and awnings compliment building architecture. Open spaces and recreation areas in both the residential and commercial areas will be provided for enjoyment by residents and patrons. Additionally, incorporated into the design of the project are modern architectural features at entrances, stamped concrete and open spaces. Site features include a freestanding clock tower and entrance plazas within the commercial center. Landscaping will be provided along the project frontages on Henderson Avenue and throughout the parking lot and median areas. The consistency in design, colors, and architectural features of the project will complement the area and provide transition in development from residential to commercial development uses buffered by large landscape areas.

STAFF ANALYSIS: The proposed modification to the Pacific Rim Commercial Mixed-Use Project complies with the design criteria and development standards for the land use designation and zoning of the Commercial Mixed-Use (CMX) District. The modifications do not affect the integrated theme of the overall development project. The project will be consistent in design by incorporating the Spanish mission concrete tile, stucco finish and contain similar colors. The modifications requested would require the issuance of a conditional use permit for the mixed-use development (City Council revised the Development Ordinance in 2014 to require a CUP for mixed-use development) and modification to the existing CUP that would allow for the reduction of the personal storage facility from 518 units to 214 units of personal storage facility, as well as an Ordinance Amendment. The multi-family residential apartments and pedestrian connectivity from the residential neighborhood to the south of the project will not be affected. The proposed

modification will not have a substantial adverse effect on the surrounding land uses and conditions of approval are in place to protect the public's safety and interest.

SURROUNDING LAND USES AND ZONING:

North: City- RS-2 (Low-Density Residential) – Single family residential Subdivision

South: City- RS-2 (Low-Density Residential) – Single family residential Subdivision

East: City- RM-3/RM-2 (High Density Residential/Medium Density Residential) – Church/Vacant

West: City- RS-2/RM-2 (Low-Density Residential/Medium Density Residential) - Single family residential Subdivision/Congregation

GENERAL PLAN DESIGNATION AND ZONING:

CMX (Commercial Mixed-Use)

ENVIRONMENTAL DETERMINATION: An initial study (IS) was prepared for the initial project and a Mitigated Negative Declaration (MND) was approved on March 5, 2013. On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines. In compliance with California Environmental Quality Act (CEQA) Guidelines Section 15162 and 15164 an Addendum to the adopted Mitigated Negative Declaration has been incorporated by reference to the Pacific Rim Commercial Mixed-Use Project IS/MND, as well as the technical study and analysis that was prepared as a part of the 2013 IS/MND. No additional mitigation measures are being proposed.

LEGAL NOTICES: In compliance with California Environmental Quality Act (CEQA) Guidelines Section 15164 (c), an addendum need not be circulated for public review but can be included in or attached to the final adopted mitigated negative declaration.

DATE FILED FOR PROJECT REVIEW COMMITTEE PROCESSING: January 14, 2015

DATE ACCEPTED AS COMPLETE: March 4, 2015

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving the Addendum to the adopted Mitigated Negative Declaration;
2. Amendment to Ordinance No. 1796 approving Zone Change 2012-002-Z contingent upon approval of the Conditional Use Permit (PRC 2012-002-GZCP);
3. Waive further reading of the amended ordinance, approving the changes and order it to print;
4. Adopt the draft resolution approving the modification of Conditional Use Permit 2012-002-M for the personal storage facility; and
5. Adopt the draft resolution containing findings in support of approval for Conditional Use Permit (PRC 2012-002-GZCP).

ATTACHMENTS:

1. Draft Resolution approving the Addendum to the adopted Mitigated Negative Declaration
2. Amendment to Ordinance No. 1796 approving Zone Change 2012-002-Z
3. Draft resolution approving the modification of Conditional Use Permit 2012-002-M for the personal storage facility
4. Draft resolution containing findings in support of approval for Conditional Use Permit (PRC 2012-002-GZCP)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF AN ADDENDUM TO THE
ADOPTED MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
FOR THE PACIFIC RIM COMMERCIAL MIXED-USE PROJECT

WHEREAS: On February 5, 2013, the environmental coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Pacific Rim Commercial Mixed-Use Project ("Project"). The Initial Study was transmitted to interested agencies and groups for a twenty (20) day review period from February 8, 2013, to February 28, 2013. One comment was received from the Porterville Unified School District related to vehicular and pedestrian traffic.

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 5, 2013, conducted a public hearing to consider entitlements needed to permit the Project (2012-002) which included a General Plan Amendment, Zone Change, Tentative Parcel Map, and Conditional Use Permit; and

WHEREAS: On March 5, 2013, the City Council of the City of Porterville adopted the Mitigated Negative Declaration with mitigation measures prepared for General Plan Amendment 2012-002-G, Zone Change 2012-002-Z and related development of the Project; and

WHEREAS: Resolution 12-2013 contains findings in support of approval of the Mitigated Negative Declaration of environmental impacts for the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: On January 14, 2015, the applicant (The Vincent Company) submitted to the Project Review Committee proposed modifications to the Project that would increase the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space and reduce the personal storage facility square footage from 61,450 square feet to 26,200 square feet; and

WHEREAS: On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines; and

WHEREAS: The Addendum to the adopted Mitigated Negative Declaration not need be circulated for public review, but can be included in or attached to the adopted Mitigated Negative Declaration; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 17, 2015, conducted a public hearing to consider a Conditional Use Permit, a modification to a Conditional Use Permit and Ordinance Amendment for the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That the Addendum to the adopted Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act.
2. That the Addendum addresses the environmental effect associated only with the modifications to the approved project.
3. That in compliance with California Environmental Quality Act (CEQA) Guidelines Section 15162 and 15164, an Addendum to the adopted Mitigated Negative Declaration has been incorporated by reference to the Pacific Rim Commercial Mixed-Use Project IS/MND, as well as the technical study and analysis that was prepared as a part of the 2013 IS/MND
4. That the City Council is the decision making body and shall consider the Addendum with the final adopted Mitigated Negative Declaration prior to making a decision on the project.
5. That the conclusions of the analysis of the Addendum remain consistent with those made in the final adopted Mitigated Negative Declaration and can be analyzed herein as Exhibit A.
6. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Addendum to the adopted Mitigated Negative Declaration for this project. No additional mitigation measures are being proposed as a result of the Addendum. The developer/applicant will be required to sign a document committing to comply with the adopted mitigation measures prior to any construction on the site.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Addendum to the adopted final Mitigated Negative Declaration prepared for the General Plan Amendment 2012-002-G, Zone Change 2012-002-Z and related development of the Pacific Rim Commercial Mixed-Use Project (Resolution No. 12-2013).

PASSED, APPROVED AND ADOPTED this 17th day of March, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

MITIGATED NEGATIVE DECLARATION ADDENDUM

Pacific Rim Commercial Mixed Use Project

February 2015

PREPARED FOR:



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

PREPARED BY:



Crawford & Bowen Planning, Inc.
113 N. Church Street, Suite 302
Visalia, CA 93291

Exhibit A

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SECTION ONE – INTRODUCTION

This environmental document is an Addendum to the Pacific Rim Commercial Mixed Use Project (Approved Project) Mitigated Negative Declaration (IS/MND), adopted in March, 2013, by the City of Porterville. Since adoption of the IS/MND, changes to the land use composition of the previously Approved Project have been proposed, thus requiring further environmental analysis. The proposed changes to the land use composition are addressed in this Addendum. As demonstrated in this Addendum, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of these changes, pursuant to California Environmental Quality Act (CEQA).

1.1 Addendum Purpose

When a proposed project is changed or there are changes in environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR or MND is prepared. CEQA Guidelines Sections 15162 and 1564 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- No new significant impacts will result from the project or from new mitigation measures.
- No substantial increase in the severity of environment impact will occur.
- No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact been found to be feasible.

Based upon the information provided in Section Three of this document, the changes to the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

As such, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the project modifications.

1.2 Environmental Analysis and Conclusions

This Addendum addresses the environmental effects associated only with modifications to the Approved Project that have occurred since adoption of the IS/MND. The conclusions of the analysis in this Addendum remain consistent with those made in the IS/MND. No new significant impacts will result, and no substantial increase in severity of impacts will result from those previously identified in the IS/MND.

1.3 Incorporation by Reference

In compliance with CEQA Guidelines Section 15150, this Addendum has incorporated by reference the 2013 Pacific Rim Commercial Mixed Use Project IS/MND, as well as the technical study and analysis that were prepared as a part of the 2013 IS/MND. Information from documents incorporated by reference into this Addendum have been briefly summarized in the appropriate section(s) which follow, and the relationship between the incorporated part of the referenced document and this Addendum has been described. The documents and other sources which have been used in the preparation of this Addendum can be found as footnotes in the sections where they are referenced.

1.4 Addendum Process

As described in Section 1.1, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred¹. An addendum need not be circulated for public review but can be included in or attached to the Final EIR or Negative Declaration². The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project³. Once adopted, the Addendum, along with the original EIR or Negative Declaration, is placed in the Administrative Record, and the CEQA process is complete.

¹ CEQA Guidelines, Section 15164(a)

² CEQA Guidelines, Section 15164(c)

³ CEQA Guidelines Section 1164(d)

SECTION TWO – PROJECT DESCRIPTION

2.1 Location and Setting

The proposed Project is located on five parcels (APNs 245-410-035 and 036, and 245-070-088,089, and 090) totaling approximately 23.4 acres near the southwest corner of Henderson Avenue and Newcomb Street in the City of Porterville. The site is approximately 0.80 miles west of State Route 65.

The project is located in an urban setting on vacant land that has not been utilized since it was cleared of walnut orchards over 25 years ago. The surrounding uses are primarily residential to the north and south. Churches are located on the adjacent parcels to the east and west, and commercial space is presently being developed immediately east of the site. Monache High School and Veterans City Park are located just east across Newcomb Street with two fully developed commercial shopping centers, approximately ¼ mile east of the project site.

2.2 Project Modifications Since IS/MND Adoption

The project applicant (The Vincent Company) is proposing to alter the land use composition in the approved Pacific Rim Commercial Mixed Use Project, in which the personal storage facility portion was approved under Conditional Use Permit (CUP) 2012-002-C (at the time of approval, a CUP was not required for the development of mixed-use projects). The proposed Project includes the modification of the existing approved CUP and the issuance of a new CUP (City Council revised the code in 2014 to require an approved CUP for mixed-use development) to accommodate the mixed-use development as detailed in the following table, and in Figures 1 and 2 (Approved Project Site Plan and Modified Project Site Plan, respectively):

Approved 2013 IS/MND	Proposed modifications	Net Changes
168-unit multi-family apartments	168-unit multi-family apartments	None
40,690 ft ² of retail	70,310 ft ² of retail	29,620 ft ² more
18,000 ft ² of office	0 ft ² of office	18,000 ft ² less
61,450 ft ² of personal storage facility	26,200 ft ² of personal storage facility	35,250 ft ² less

The site plan illustrates a proposed multi-family development on a triangular lot bounded by Newcomb Street to the west, Main Street to the south, and an existing church to the east. The plan includes the following details:

- Proposed Multi-Family Development:** A large building complex with multiple units, a central courtyard, and a parking area. The plan is labeled "PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT" and "EXISTING SINGLE FAMILY RESIDENCES".
- Existing Church:** A large, irregularly shaped building on the eastern side of the lot, labeled "EXISTING CHURCH".
- Parking:** Several parking areas are shown, including a large lot adjacent to the church and a smaller lot near the proposed development.
- Surrounding Context:** The plan shows the intersection of Newcomb Street and Main Street. Other nearby developments include "PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT", "EXISTING SINGLE FAMILY RESIDENCES", "RETAIL / COMMERCIAL DEVELOPMENT", and "WIND-UP STORAGE DEVELOPMENT".
- Notes:** A note on the left side of the plan states: "LOCATION OF ALL NEIGHBORHOODS SHOWN ARE NOT TO SCALE. THE DISTANCE BETWEEN THE CHURCH AND THE PROPOSED DEVELOPMENT IS NOT TO SCALE. THE DISTANCE BETWEEN THE CHURCH AND THE PROPOSED DEVELOPMENT IS NOT TO SCALE. THE DISTANCE BETWEEN THE CHURCH AND THE PROPOSED DEVELOPMENT IS NOT TO SCALE." Another note on the right side states: "EXISTING CHURCH / MULTI-FAMILY RESIDENCES".

MASTER DEVELOPMENT PLAN

[illegible]

[illegible]

PO BOX 1147408 DALLAS TX 75211-4740
HENDERSON
VILLAGE
WEST HENDERSON AND NORTH STROUD
AT HATHAWAY PARK

Crawford & Bowen Planning, Inc.

SECTION THREE – CEQA CHECKLIST

The purpose of the checklist is to evaluate the categories in terms of any changed condition (e.g., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environment result (e.g., a new significant impact or substantial increase in the severity of a previously identified significant effect)⁴.

The questions posed in the checklist come from Appendix G of the CEQA Guidelines. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed with mitigation measures in the IS/MND prepared for the project. These environmental categories might be answered with a “no” in the checklist, since the proposed project does not introduce changes that would result in modification to the conclusion of the adopted IS/MND.

3.1 Checklist Evaluation Categories

Conclusion in Prior IS/MND – This column provides a cross reference to the pages of the IS/MND where the conclusion may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Impacts? – Pursuant to CEQA Guidelines Section 15162(a)(1), this column indicates whether the changes represented by the revised project will result in new significant environmental impacts not previously identified or mitigated by the IS/MND, or whether the changes will result in a substantial increase in the severity of a previously identified significant impact.

New Circumstances Involving New Impacts? – Pursuant to CEQA Guidelines Section 15162(a)(2), this column indicates where there have been substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions to the IS/MND, due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

New Information Requiring Analysis or Verification? – Pursuant to CEQA Guidelines Section 15162(a)(3)(a-d), this column indicates whether new information of substantial importance, which was

⁴ CEQA Guidelines Section 15162

not known and could not have been known with the exercise of reasonable diligence at the time of the previous FEIR or MND was certified as complete.

Adopted IS/MND Mitigation Measures – Pursuant to CEQA Guidelines Section 15162(a)(3), this column indicates whether the IS/MND provides mitigation measures to address effects in the related impact category.

3.2 Environmental Analysis

As explained in Section One, this comparative analysis has been undertaken pursuant to the provisions of CEQA Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the IS/MND was adopted require additional environmental review or preparation of a Subsequent MND or EIR the IS/MND previously prepared.

As described in Section Two, refinements to the land use composition have occurred since preparation of the IS/MND. Because of this, new analysis for impacts within the project area is provided in this Section of the Addendum and are listed below:

I. AESTHETICS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Have a substantial adverse effect on a scenic vista?	No Impact.	No. There are no identified scenic vistas in the area.	No. There are no identified scenic vistas in the area.	No. There are no identified scenic vistas in the area.	None.
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	No Impact.	No. There are no scenic resources in the project area.	No. There are no scenic resources in the project area.	No. There are no scenic resources in the project area.	None.
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	Less Than Significant Impact.	No. The project would not substantially degrade site existing visual character.	No. The project would not substantially degrade site existing visual character.	No. The project would not substantially degrade site existing visual character.	None.
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	Less Than Significant Impact.	No. The project would not create a source of substantial light or glare.	No. The project would not create a source of substantial light or glare.	No. The project would not create a source of substantial light or glare.	None.

DISCUSSION

a, b). The City of Porterville General Plan does not identify any scenic vistas within the Project area and there are no scenic resources within the project vicinity. As the project modifications will occur on the same footprint analyzed in the 2013 IS/MND, no new impacts will occur.

c). Site improvements include 168-units of multi-family apartments, 70,310 ft² of retail space, and 26,200 ft² of personal storage facility. The 2013 IS/MND analyzed impacts resulting from the same multi-family apartments, 40,690 ft² of retail space, 18,000 ft² of office space, and 61,450 ft² of personal storage facility.

The project components proposed and the project components previously analyzed are similar in nature and have similar, if not the same, visual qualities. The proposed project site is located in an area that is substantially surround by urban uses and will not result in a use that is visually incompatible with the surrounding area. The only aesthetic feature in the area is Veterans Park, however construction of the proposed project will not impede any views to or from the Park. Impacts would remain less than significant.

d). Currently the sources of light in the project area are from street lights, the vehicles traveling along Henderson Avenue and Newcomb Street, and security lighting at the church facilities to the east and west. The project would include nighttime lighting for building and parking lot security, as well as potentially illuminated signage for the drive through restaurants. Similar to the impacts discussed in the 2013 IS/MND, such lighting would be subject to the requirements of the Porterville Development Ordinance 300.07, which ensures that outdoor lighting does not produce obtrusive glare onto the public right-of-way or adjoining properties. Lighting fixtures for security would be designed with "cutoff" type fixtures or shielded light fixtures, or a combination of fixture types to cast light downward, thereby providing lighting at the ground level for safety while reducing glare to adjacent properties. Potential impacts would remain less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

II. AGRICULTURAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?	No Impact.	No. The project site remains unchanged and is not located on a site where agricultural activities are conducted.	No. The project remains as a mixed-use development.	No. The project remains as a mixed-use development	None.
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	No Impact.	No. There are no Williamson Act contract parcels on the project site.	No. There are no Williamson Act contract parcels on the project site.	No. The project remains as a mixed-use development	None.
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No Impact.	No. The project site is not zoned for agricultural uses.	No. The project site is not zoned for agricultural uses.	No. The project remains as a mixed-use development	None.
d. Result in the loss of forest land or conversion of forest land to non-forest use?	No Impact.	No. There is no forest land on site.	No. There is no forest land on site.	No. The project remains as a mixed-use development	None.
e. Involve other changes in the existing	No Impact.	No. There is no farmland	No. There is no farmland	No. The project	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?		on, or adjacent to the project site.	on, or adjacent to the project site.	remains as a mixed-use development	

DISCUSSION

a, b). The Project site is located in an area of the City considered urban, built up land by the State Farmland Mapping and Monitoring Program. No *Prime Farmland*, *Unique Farmland*, or *Farmland of Statewide Importance* or land under the Williamson Act contracts occurs in the Project area. Therefore, no land conversion from Farmland would occur for the Project. The proposed modifications will not increase the Project footprint and as such, there remains no impact.

c, d). The Project site is not zoned for agriculture or forest land, nor is the site covered by a Williamson Act contract. The Project site is zoned for residential, service, office and commercial uses. No new impacts would occur.

e). No land conversion from Farmland would occur for the Project. Surrounding land uses include residential, commercial, and recreational uses; as such, the proposed Project does not have the potential to result in the conversion of Farmland to non-agricultural uses or forestland uses to non-forestland. There is no new impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

III. AIR QUALITY

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Conflict with or obstruct implementation of the applicable air quality plan?	Less Than Significant Impact.	No. The project would not create significant increases in air emissions that would conflict or obstruct implementation of an available air quality plan.	No. The project would not create significant increases in air emissions that would conflict or obstruct implementation of an available air quality plan.	No. The project would not create significant increases in air emissions that would conflict or obstruct implementation of an available air quality plan.	None.
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Less Than Significant Impact With Mitigation Incorporation.	No. The project would not introduce any new impacts related to air quality standards or violations not previously disclosed.	No. The project would not introduce any new impacts related to air quality standards or violations not previously disclosed.	No. The project would not introduce any new impacts related to air quality standards or violations not previously disclosed.	MM# III b)
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	Less Than Significant Impact.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	No. The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
d. Expose sensitive receptors to substantial pollutant concentrations?	Less Than Significant Impact.	No. The project would not expose sensitive receptors to substantial pollutant concentrations.	No. The project would not expose sensitive receptors to substantial pollutant concentrations.	No. The project would not expose sensitive receptors to substantial pollutant concentrations.	None.
e. Create objectionable odors affecting a substantial number of people?	Less Than Significant Impact.	No. The project does not involve any land uses that would create objectionable odors.	No. The project does not involve any land uses that would create objectionable odors.	No. The project does not involve any land uses that would create objectionable odors.	None.

DISCUSSION

a, b, c). The San Joaquin Valley Air Basin (SJVAB) is designated nonattainment of state and federal health based air quality standards for ozone and PM_{2.5}. The SJVAB is designated nonattainment of state PM₁₀. To meet Federal Clean Air Act (CAA) requirements, the SJVAPCD has multiple air quality attainment plan (AQAP) documents, including:

- Extreme Ozone Attainment Demonstration Plan (EOADP) for attainment of the 1-hour ozone standard (2004);
- 2007 Ozone Plan for attainment of the 8-hour ozone standard;
- 2007 PM₁₀ Maintenance Plan and Request for Redesignation; and
- 2008 PM_{2.5} Plan.

Because of the region's non-attainment status for ozone, PM_{2.5}, and PM₁₀, if the project-generated emissions of either of the ozone precursor pollutants (ROG or NO_x), PM₁₀, or PM_{2.5} were to exceed the SJVAPCD's significance thresholds, then the project uses would be considered to conflict with the attainment plans.

The 2013 IS/MND found that the project would not have a significant air quality impact and that the cumulative contribution of the project was also less than significant. The 2013 IS/MND also found that since the project is not classified as a stationary source emitter by the San Joaquin Valley Air Pollution

Control District, air quality impacts are limited to traffic volumes associated with the proposed development. Project modifications will increase the amount of retail space while decreasing the amount of office and personal storage facility space, which will result in an approximate 9% increase in vehicle trips generated but also an approximate 9% decrease in peak vehicle trips per day (see Section XVI for traffic analysis). No new thresholds have been reached and any impacts would remain to be less than significant.

d). As discussed in the 2013 IS/MND, the project will be in compliance with the SJVAPCD Regulation VIII guidelines, which will ensure that nearby sensitive receptors are not subject to pollutants. The land use composition changes will not alter any construction methodologies or substantially change any operational components of the proposed project and as such, impacts will remain less than significant.

e). The proposed project modifications would not introduce any new land uses to the project area. As such, as analyzed in the 2013 IS/MND, the project would not be a source of odors because residential and commercial mixed uses are consistent with existing and surrounding land uses. Any impacts would remain less than significant.

FINAL IS/MND MITIGATION MEASURES

Mitigation Measure #III b):

Construction contracts shall require the primary construction contractor to implement the following practices during all construction activities:

- Construction equipment shall use aqueous diesel fuel and shall be equipped with particulate traps and catalytic converters.
- All disturbed areas, including soil piles, area that have been graded, and unpaved roads shall be watered twice daily and, when feasible, covered or enclosed.
- When materials are transported offsite, loads shall be wetted and covered securely and at least two feet of freeboard shall be maintained.
- Limit traffic speeds on unpaved roads to 15 mph and install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- Install wheel washers for all existing trucks, or wash off all trucks and equipment leaving the site.
- Turn off equipment not in use for more than ten minutes.
- Curtail construction activities when the County's Air Quality Index exceeds 150.
- Traditional residential wood fireplaces will be restricted (install of natural gas fireplaces or inserts shall be acceptable).

CONCLUSION

The conclusions from the IS/MND remain unchanged.

IV. BIOLOGICAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	No Impact.	No. The site is currently vacant and disced for weed abatement. The development footprint will not be increased.	No. The development footprint will not be increased with the project modifications.	No. The site is currently vacant and disced for weed abatement. The development footprint will not be increased.	None.
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	No Impact.	No. The site does not contain any biologically unique or riparian habitat	No. The development footprint will not be increased with the project modifications.	No. The site does not contain any biologically unique or riparian habitat	None.
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	No Impact.	No. There are no federally protected wetlands on site.	No. The development footprint will not be increased with the project modifications.	No. There are no federally protected wetlands on site.	None.
d. Interfere substantially with the movement of	No Impact.	No. The project will	No. The development	No. The project will not	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		not interfere with any wildlife movement.	footprint will not be increased with the project modifications.	interfere with any wildlife movement.	
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	No Impact.	No. The City does not have an adopted tree ordinance.	No. The development footprint will not be increased with the project modifications.	No. The City does not have an adopted tree ordinance.	None.
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	No Impact.	No. The City has not adopted any biological conservation plans.	No. The development footprint will not be increased with the project modifications.	No. The City has not adopted any biological conservation plans.	None.

DISCUSSION

a, b, c, d, e, f) The 2013 IS/MND found that no biological impacts were anticipated. This conclusion was based off of observations made during site visits, and a review of the City's General Plan Special Status Species & Sensitive Vegetation Figure 6-4, which identifies the site as not an area of concern for sensitive habitat, species, or vegetation. The site is currently vacant and undeveloped, and undergoes annual disking for weed abatement. The proposed project modifications would occur on the same footprint as was proposed in the adopted IS/MND, and impacts associated with this issue would remain the same as was identified in the IS/MND. There would be no new impacts.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

V. CULTURAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Less Than Significant Impact.	No. Project modifications will not alter the project footprint. No known historic, archaeological, or paleontological resources exist on site.	No. Project modifications will not alter the project footprint	No. Project modifications will not alter the project footprint	None.
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Less Than Significant Impact.	No. Project modifications will not alter the project footprint. No known historic, archaeological, or paleontological resources exist on site.	No. Project modifications will not alter the project footprint	No. Project modifications will not alter the project footprint	None.
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less Than Significant Impact.	No. Project modifications will not alter the project footprint. No known historic, archaeological, or paleontological resources exist on site.	No. Project modifications will not alter the project footprint	No. Project modifications will not alter the project footprint	None.
d. Disturb any human remains, including those interred outside of formal cemeteries?	Less Than Significant Impact.	No. Project modifications will not alter the project footprint. No	No. Project modifications will not alter the project footprint	No. Project modifications will not alter the project footprint	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
		formal cemeteries or other places of human internment are known to exist within the project area.			

DISCUSSION

a, b, c, d). Approximately 23.4 acres of development were proposed to be developed with mixed use land uses and proposed project modifications will occur on the same footprint of land. The site has historically been a walnut tree grove and as such, the surface of the site has been disturbed to a depth of at least eight feet. As stated in the 2013 IS/MND, in the event that any as-yet undetected cultural resources (including archaeological, paleontological, and human remains) are encountered on the project site, work shall cease within a 50-foot area of the find, and a qualified archaeologist shall be contacted to evaluate any such discoveries. No new impacts will occur as a result of project modifications.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

VI. GEOLOGY AND SOILS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:					
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	No Impact.	No. The project would not be exposed to fault rupture.	No. The project would not be exposed to fault rupture.	No. The project would not be exposed to fault rupture.	None.
ii. Strong seismic ground shaking?	No Impact.	No. The project would not increase exposure to risks associated with strong seismic ground shaking.	No. The project would not increase exposure to risks associated with strong seismic ground shaking.	No. The project would not increase exposure to risks associated with strong seismic ground shaking.	None.
iii. Seismic-related ground failure, including liquefaction?	No Impact.	No. The project would not increase exposure to seismic-related ground	No. The project would not increase exposure to seismic-related	No. The project would not increase exposure to seismic-related ground failure	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
		failure including liquefaction.	ground failure including liquefaction.	including liquefaction.	
iv. Landslides?	No Impact.	No. The project would not increase exposure to landslides.	No. The project would not increase exposure to landslides.	No. The project would not increase exposure to landslides.	None.
b. Result in substantial soil erosion or the loss of topsoil?	No Impact.	No. The project would not result in soil erosion or the loss of topsoil.	No. The project would not result in soil erosion or the loss of topsoil.	No. The project would not result in soil erosion or the loss of topsoil.	None.
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	No Impact.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	No. The project would not increase exposure to risks associated with unstable geologic units or soils.	None.
d. Be located on expansive soil, as defined in Table 18-1-B of the most recently adopted Uniform Building Code creating substantial risks to life or property?	No Impact.	No. The project would not increase exposure to risks associated with expansive soil.	No. The project would not increase exposure to risks associated with expansive soil.	No. The project would not increase exposure to risks associated with expansive soil.	None.
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where	No Impact.	No. The project would not implement septic tanks or alternative wastewater	No. The project would not implement septic tanks or alternative wastewater	No. The project would not implement septic tanks or alternative wastewater	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
sewers are not available for the disposal of waste water?		disposal systems.	disposal systems.	disposal systems.	

DISCUSSION

a, b, c, d). The 2013 IS/MND identified that no active faults underlay the project site. The closest fault is located in Kern County, approximately 25 miles to the south and west. Since no known surface expression of active faults is believed to cross the site, fault rupture through the site is not anticipated. There is also a requirement for a grading plan and a Storm Water Pollution Prevention Plan to mitigate soil erosion impacts. The same conclusion would apply to the proposed modifications, as the same project footprint would be utilized. No new impacts would occur.

e). As discussed in the 2013 IS/MND, the project will tie into the existing City water, stormwater, and wastewater infrastructure. The project does not include the use of septic tanks or other alternative wastewater disposal systems and there continues to be no impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

VII. GREENHOUSE GAS EMISSIONS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Less than Significant Impact.	No. The project would not generate a significant amount of greenhouse gas emissions.	No. The project would not generate a significant amount of greenhouse gas emissions.	No. The project would not generate a significant amount of greenhouse gas emissions.	None.
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Less than Significant Impact.	No. The project would not conflict with an applicable GHG reduction plan.	No. The project would not conflict with an applicable GHG reduction plan.	No. The project would not conflict with an applicable GHG reduction plan.	None.

DISCUSSION

a, b). The modified project would result in a similar intensity of mobile emissions (see traffic analysis in Section XVI). As discussed in the 2013 IS/MND, the project will be in compliance with AB1493 and the SJVAPCD development requirements as there are no adopted thresholds of significance for CEQA purposes. Impacts remain less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	No Impact.	No. The project would not create new or increased impact involving hazardous materials.	No. The project would not create new or increased impact involving hazardous materials.	No. The project would not create new or increased impact involving hazardous materials.	None.
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	No Impact.	No. The project would not create significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	No. The project would not create significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	No. The project would not create significant hazard to the public or environmental through reasonably foreseeable upset and accident conditions.	None.
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No Impact.	No. The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste and would not present a hazard to the adjacent school.	No. The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste and would not present a hazard to the adjacent school.	No. The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste and would not present a hazard to the adjacent school.	None.
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as	No Impact.	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled	No. The project is not designated as a site which is included on a list of hazardous materials sites compiled	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
a result, would it create a significant hazard to the public or the environment?		pursuant to Government Code Section 65962.5.	pursuant to Government Code Section 65962.5.	pursuant to Government Code Section 65962.5.	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	No Impact.	No. The project site is not within two miles of a public or private airport.	No. The project site is not within two miles of a public or private airport.	No. The project site is not within two miles of a public or private airport.	None.
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	No Impact.	No. There are no private airstrips in the project vicinity.	No. There are no private airstrips in the project vicinity.	No. There are no private airstrips in the project vicinity.	None.
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	No Impact.	No. The project would not impair emergency evacuation or response.	No. The project would not impair emergency evacuation or response.	No. The project would not impair emergency evacuation or response.	None.
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands	No Impact.	No. The project site is not located in an areas susceptible to extreme fire hazards or wildland fires.	No. The project site is not located in an areas susceptible to extreme fire hazards or wildland fires.	No. The project site is not located in an areas susceptible to extreme fire hazards or wildland fires.	None.

DISCUSSION

a, b, c, d). The 2013 IS/MND indicated that development and operation of a mixed use commercial and residential development would not result in the use or disposal of hazardous materials. The proposed project modifications would be contained within the same footprint as analyzed in the 2013 IS/MND, and as such, impacts associated with this issue would remain the same as was identified in the IS/MND. No new impacts associated with this issue would occur.

e, f). The 2013 IS/MND indicated that the project will have no effect on hazardous emissions, involve hazardous materials, or create a hazard to the adjacent Monache High School in any way and the project does not include land that is considered a hazardous materials site pursuant to Government Code Section 65962.5. Additionally, the nearest airport is approximately 3.2 miles south of the project area. As the project modifications would be contained within the same footprint as analyzed in the 2013 IS/MND, no new impacts associated with this issue would occur.

g). The 2013 IS/MND concluded that the project would not propose any changes to any publicly accessed routes, and would not interfere with implementation of an emergency response plan or evacuation plan. As the project modifications would be contained within the same footprint as analyzed in the 2013 IS/MND, impacts associated with this issue would remain the same as was identified in the IS/MND. No new impacts associated with this issue would occur.

h). The 2013 IS/MND established that the entire area surrounding the project site is developed with residential, school, park, and commercial uses and that the project would not result in risk of loss, injury, or death involving wildland fires. As the project modifications would be contained within the same footprint as analyzed in the 2013 IS/MND, impacts associated with this issue would remain the same as was identified in the IS/MND. No new impacts associated with this issue would occur.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

IX. HYDROLOGY AND WATER QUALITY

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Violate any water quality standards or waste discharge requirements?	Less than Significant Impact.	No. The project would not violate water quality standards or waste discharge requirements.	No. The project would not violate water quality standards or waste discharge requirements.	No. The project would not violate water quality standards or waste discharge requirements.	None.
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Less than Significant Impact.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	No. The project would not substantially deplete groundwater resources or impair groundwater recharge.	None.
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Less than Significant Impact.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	No. The project would not substantially alter the existing site drainage pattern and it would not alter the course of a stream or river or result in erosion or siltation on or off site.	None.
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of	Less than Significant Impact.	No. The project would not substantially	No. The project would not substantially	No. The project would not substantially	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?		alter the existing site drainage pattern on the site or area, and it would not alter the course of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	alter the existing site drainage pattern on the site or area, and it would not alter the course of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	alter the existing site drainage pattern on the site or area, and it would not alter the course of a stream or river or substantially increase the rate of runoff in a manner that would result in flooding on- or off- site.	
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Less than Significant Impact.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	No. The project would not increase the rate of runoff in a manner that would result in flooding on- or off- site.	None.
f. Otherwise substantially degrade water quality?	Less than Significant Impact.	No. The project would not degrade water quality.	No. The project would not degrade water quality.	No. The project would not degrade water quality.	None.
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Less than Significant Impact.	No. The project site is not located within a 100-year flood hazard area.	No. The project site is not located within a 100-year flood hazard area.	No. The project site is not located within a 100-year flood hazard area.	None.
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	No Impact.	No. The project site is not located within a 100-year flood hazard area.	No. The project site is not located within a 100-year flood hazard area.	No. The project site is not located within a 100-year flood hazard area.	None.
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including	No Impact.	No. The project will not expose people or structures to a	No. The project will not expose people or structures to a	No. The project will not expose people or structures to a	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
flooding as a result of the failure of a levee or dam?		significant risk of loss, injury or death involving flooding as a result of the failure of a levee or dam.	significant risk of loss, injury or death involving flooding as a result of the failure of a levee or dam.	significant risk of loss, injury or death involving flooding as a result of the failure of a levee or dam.	
j. Inundation by seiche, tsunami, or mudflow?	No Impact.	No. The project is not located within a seiche, tsunami, or mudflow inundation zone.	No. The project is not located within a seiche, tsunami, or mudflow inundation zone.	No. The project is not located within a seiche, tsunami, or mudflow inundation zone.	None.

DISCUSSION

a). The 2013 IS/MND indicated that the project would not violate any water quality standards or waste discharge requirements. The residential and commercial project components would be on the City's existing water and sewer systems per standards found in City's Water and Sewer Master Plans. Additionally, the State Water Resources Control Board requires any new construction project over an acre to complete a Stormwater Pollution Prevention Plan (SWPPP). Proposed project modifications will be held to the same requirement as the project described in the 2013 IS/MND. As such, no new impacts would occur.

b). The 2013 IS/MND indicated that the project would have a less than significant impact on groundwater supply and recharge. The addition of 29,620 ft² of retail space is largely offset by the decrease in office space and personal storage facility space. Project modifications would not result in any new substantial impacts and would not exceed the level of impacts previously identified in the 2013 IS/MND. As such, no new impacts associated with this issue would occur, and the impact would remain less than significant.

c, d, e). The 2013 IS/MND determined that with implementation of the SWPPP, less than significant impacts to drainage patterns and runoff would occur. Project modifications will be subject to the same SWPPP, and as such, no new impacts associated with this issue will occur.

f). The 2013 IS/MND indicated that no aspect of the project would have the capacity of degrade water quality. Project modifications would not result in any new substantial impacts and would not exceed the level of impacts previously identified in the 2013 IS/MND. No new impacts associated with this issue would occur.

g, h). The 2013 IS/MND indicated that the site is not within a 100-year or 500-year flood zone. As the project modifications would be contained within the same development footprint that was proposed in the 2013 IS/MND, impacts associated with this issue would remain the same as was identified in the 2013 IS/MND. No new impacts associated with this issue would occur.

i). The 2013 IS/MND indicated that the project area is within the 24-hour inundation area of the Terminus dam in the event of its failure. The Project site is within the 0.5-hour to 1-hour inundation zone of Success Dam. In the event of a dam failure, most of the City would be flooded within one hour. The Porterville Emergency Operations Plan, adopted in 2004, includes planning and response scenarios for seismic hazards, extreme weather conditions, landslides, dam failure and other flooding. As the project modifications would be contained within the same development footprint that was proposed in the 2013 IS/MND, impacts associated with this issue would remain the same as was identified in the 2013 IS/MND. No new impacts associated with this issue would occur.

j). The 2013 IS/MND indicated that the project site would not be exposed to hazards associated with seiche, tsunami, or mudflow, because the project site is not located near large bodies of water, an ocean, or a hillside. Additionally, the site is level and graded and will not be subject to mudflow events. As the project modifications would be contained within the same development footprint that was proposed in the 2013 IS/MND, impacts associated with this issue would remain the same as was identified in the 2013 IS/MND. No new impacts associated with this issue would occur.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

X. LAND USE AND PLANNING

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Physically divide an established community?	No Impact.	No. The project would not divide an established community.	No. The project would not divide an established community.	No. The project would not divide an established community.	None.
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the General Plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Less Than Significant Impact.	No. The project is consistent with the General Plan and Development Ordinance.	No. The project is consistent with the General Plan and Development Ordinance.	No. The project is consistent with the General Plan and Development Ordinance.	None.
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	No Impact.	No. No habitat conservation or natural community conservation plans have been adopted in the project area.	No. No habitat conservation or natural community conservation plans have been adopted in the project area.	No. No habitat conservation or natural community conservation plans have been adopted in the project area.	

DISCUSSION

a). As discussed in the 2013 IS/MND, once the proposed project is built out, the residential and commercial mixed uses would be fully integrated into their surrounding urban area. Project modifications will occur on the same footprint as analyzed in the 2013 IS/MND and as such, there are no new impacts.

b). The 2013 IS/MND evaluated a General Plan Amendment and associated Zone Change to assure that the Commercial Mixed Use would conform to the adopted City of Porterville General Plan and Development Ordinance. Project modifications will not propose any land uses not allowable by the current General Plan and Development Ordinance. No new impacts would occur.

c). As discussed in the 2013 IS/MND, no habitat conservation plan or natural community conservation has been adopted for the project area. No new impacts would occur.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XI. MINERAL RESOURCES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No Impact.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	None.
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No Impact.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	No. The project would not result in the loss of known mineral resources.	None.

DISCUSSION

a, b). The 2013 IS/MND concluded that the proposed Project area is not included in a State classified mineral resource zone, as shown in Figure 6-3 of the 2030 General Plan. Project modifications would occur on the same footprint as the previously proposed project. Therefore, there is no new impact.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XII. NOISE

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Less Than Significant Impact.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	No. The project would not expose persons to or generate noise levels in excess of standards established by applicable local, regional or national regulations.	None.
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Less Than Significant Impact.	No. The project would not expose persons to excessive groundborne vibration.	No. The project would not expose persons to excessive groundborne vibration.	No. The project would not expose persons to excessive groundborne vibration.	None.
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Less Than Significant Impact.	No. The project would not result in a substantial permanent increase in ambient noise levels.	No. The project would not result in a substantial permanent increase in ambient noise levels.	No. The project would not result in a substantial permanent increase in ambient noise levels.	None.
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Less Than Significant Impact.	No. The project would not result in a substantial permanent increase in ambient noise levels.	No. The project would not result in a substantial permanent increase in ambient noise levels.	No. The project would not result in a substantial permanent increase in ambient noise levels.	None.
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing	No Impact.	No. The project would not be exposed to aviation noise.	No. The project would not be exposed to aviation noise.	No. The project would not be exposed to aviation noise.	None.

or working in the project area to excessive noise levels?					
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	No Impact.	No. The project would not be exposed to aviation noise.	No. The project would not be exposed to aviation noise.	No. The project would not be exposed to aviation noise.	None.

DISCUSSION

a, c, d). The 2013 IS/MND indicated that development of the project site would not significantly change the noise level generation (including permanent and temporary increases in ambient noise levels) in the project area, as standard noise requirements would be implemented per the Development Ordinance and Chapter 18, Article XI of the Municipal Code. Project modifications would also be subject to the same City of Porterville standard noise requirements, and as such, no new impacts would occur.

b). The 2013 IS/MND concluded that development of the project site would not introduce groundborne vibrations because of the City of Porterville Development Ordinance Section 306.06 (Vibration), which states that "no vibration shall be produced that is discernable without the aid of instruments by a reasonable person at the lot lines of the site. Vibration from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction, equipment, trains, trucks, etc.) are exempt from this standard." Project modifications would also be subject to the same City of Porterville standard noise requirements, and as such, no new impacts would occur.

e, f). The 2013 IS/MND concluded that the project site is more than three miles outside of the airport 55 dB CNEL noise contour. As the project modifications will occur within the same development footprint, no new impacts will occur.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XIII. POPULATION AND HOUSING

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Less Than Significant Impact.	No. The project would not induce substantial growth in the project area.	No. The project would not induce substantial growth in the project area.	No. The project would not induce substantial growth in the project area.	None.
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	No Impact.	No. The project will not displace existing housing.	No. The project will not displace existing housing.	No. The project will not displace existing housing.	None.
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	No Impact.	No. The project will not displace people.	No. The project will not displace people.	No. The project will not displace people.	None.

RESPONSES

a). As discussed in the 2013 IS/MND, the mixed use commercial development has been identified and planned on in the City of Porterville's General Plan. No new residential units are proposed as a part of the project modification and as such, no new impacts will result.

b, c). The project site is currently vacant with the exception of the construction of the 168-unit multi-family apartments that were approved with the 2013 IS/MND. The project would not result in the displacement of housing or people. Accordingly, the project modifications would not result in any new or increased impacts to issues associated with population and housing.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XIV. PUBLIC SERVICES

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded fire protection facilities.	No. The project would not result in a need for new or expanded fire protection facilities.	No. The project would not result in a need for new or expanded fire protection facilities.	None.
Police protection?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded police protection facilities.	No. The project would not result in a need for new or expanded police protection facilities.	No. The project would not result in a need for new or expanded police protection facilities.	None.
Schools?	Less Than Significant Impact.	No. The project would not result in a need for new or	No. The project would not result in a need for new or	No. The project would not result in a need for new or	None.

		expanded school facilities.	expanded school facilities.	expanded school facilities.	
Parks?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	None.
Other public facilities?	Less Than Significant Impact.	No. The project would not result in a need for new or expanded other facilities.	No. The project would not result in a need for new or expanded other facilities.	No. The project would not result in a need for new or expanded other facilities.	None.

DISCUSSION

a). The 2013 IS/MND indicated that the project is consistent with planned growth in the City of Porterville and that the project would not result in an increased need for police or fire protection, or increase the need for schools, parks, or other public facilities. While project modifications change the ratio of land uses, the changes will not significantly increase the need for public services, such as police and fire protection, schools, parks or other services. Impacts will remain less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XV. RECREATION

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	No Impact.	No. The project would not result in the deterioration of an existing park.	No. The project would not result in the deterioration of an existing park.	No. The project would not result in the deterioration of an existing park.	None.
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	No Impact.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	No. The project would not result in a need for new or expanded park facilities.	None.

DISCUSSION

a, b). The 2013 IS/MND concluded that the project would not result in a substantial direct or indirect population growth that would increase the use of existing neighborhood or regional parks. The proposed project does not include the construction of new residential uses and would not therefore directly or indirectly induce population growth. The project would have no new impact to existing parks and would not result in the physical deterioration of existing recreational facilities.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVI. TRANSPORTATION/TRAFFIC

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	Less Than Significant Impact.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	None.
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Less Than Significant with Mitigation Incorporation.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	No. The project would not generate more peak trips than were previously disclosed in the 2013 IS/MND and therefore, would not exacerbate congestion at local intersections.	MM# XV a)
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in	No Impact.	No. The project would not have the potential to alter air traffic patterns.	No. The project would not have the potential to alter air traffic patterns.	No. The project would not have the potential to alter air traffic patterns.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
location that result in substantial safety risks?					
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	No Impact.	No. The project would not increase hazards due to a design feature.	No. The project would not increase hazards due to a design feature.	No. The project would not increase hazards due to a design feature.	None.
e. Result in inadequate emergency access?	No Impact.	No. The project would not result in inadequate emergency access.	No. The project would not result in inadequate emergency access.	No. The project would not result in inadequate emergency access.	None.
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	No Impact.	No. The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	No. The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	No. The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	None.

DISCUSSION

a, b). The City of Porterville requested that a new traffic impact analysis (included in this Addendum as Appendix A) be prepared to evaluate the change in the project. The following is a summary of the analysis as prepared by Ruettgers & Schuler Engineering.

Trip generation and design hour volumes were calculated using the Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition. The trip generation for the existing mixed-use development plan is shown below in Table 1, and the trip generation for the proposed development plan is shown in Table 2.

Table 1
Existing Mixed-Use Project Trip Generation

General Information			Daily Trips		AM Peak Hour Trips			PM Peak Hour Trips		
ITE Code	Development Type	Variable	ADT Rate	ADT	Rate	In % Split/Trips	Out % Split/Trips	Rate	In % Split/Trips	Out % Split/Trips
220	Apartment	256 Dwelling Units	eq	1675	eq	20%	80%	eq	65%	35%
						26	103		103	55
710	General Office Building	18 1000 sq ft GFA	eq	356	eq	88%	12%	eq	17%	83%
						42	6		17	82
820	Shopping Center	40.69 1000 sq ft GLA	eq	3785	eq	61%	39%	eq	49%	51%
						55	35		171	178
151	Mini-Warehouse	61.45 1000 sq ft GFA	2.5	154	0.14	55%	45%	0.26	50%	50%
						5	4		8	8
Sub-total				5970		128	148		299	323
Adjustments										
	Capture	5% ¹		18		2	0		1	4
	Pass-by	10% ²		379		6	4		17	18
Totals				5573		120	144		281	301

¹ General Office Building Only

² Shopping Center Only

Table 2
Proposed Mixed-Use Project Trip Generation

General Information			Daily Trips		AM Peak Hour Trips			PM Peak Hour Trips		
ITE Code	Development Type	Variable	ADT Rate	ADT	Rate	In % Split/Trips	Out % Split/Trips	Rate	In % Split/Trips	Out % Split/Trips
220	Apartment	168 Dwelling Units	eq	1142	eq	20%	80%	eq	65%	35%
						17	69		72	39
820	Shopping Center	40.69 1000 sq ft GLA	eq	5401	eq	61%	39%	eq	49%	51%
						76	49		246	256
151	Mini-Warehouse	61.45 1000 sq ft GFA	2.5	66	0.14	55%	45%	0.26	50%	50%
						2	2		3	3
Sub-total				6608		95	121		321	299
Adjustments										
	Capture	5% ¹		0		0	0		0	0
	Pass-by	10% ²		540		8	5		25	26
Totals				6068		87	116		296	273

¹ General Office Building Only

² Shopping Center Only

From the tables above, it can be seen that the proposed mixed-use development project would generate more overall daily trips, but the number of total peak hour trips will be less than the existing development plan. Traffic impacts to roadways and intersections are evaluated for level of service during the AM and PM peak hours, during which the proposed development plan would generate approximately 9% less traffic.

Due to lower peak hour volumes, the traffic impacts associated with the proposed mixed-use development plan would be equivalent to or less than those associated with what is currently approved. The conclusions of the 2013 IS/MND would remain the same and no new impacts would occur.

c). The 2013 IS/MND concluded that the project site is not located near an airport and, therefore, would not have the potential to alter air traffic patterns. Proposed project modifications are located within the same footprint of the 2013 project. This condition precludes the possibility of related impacts and as such, no new impacts would occur.

d, e). The 2013 IS/MND concluded that the project would not include or result in any roadway hazards, incompatible uses, or inadequate emergency access. The proposed project modifications would similarly not have the potential to cause impacts related to roadway hazards, incompatible uses, or inadequate emergency access. The conclusions of the 2013 IS/MND would remain the same and no new impacts would occur.

f). The 2013 IS/MND determined that there are no adopted transportation policies, plans, or programs in the project area. No new impacts would occur.

FINAL IS/MND MITIGATION MEASURES

Mitigation Measure #XV a):

The developer/applicant shall dedicate right-of-way to the City for construction of the driveway transitional lanes, including sidewalks, as shown on the revised site plan and per the mitigation measures described in the Traffic Study prepared by Ruettgers & Schuler Civil Engineers. Dedications shall include the ADA compliant curb returns at each driveway.

Off-site median islands shall comply with the traffic study prepared by Ruettgers & Schuler Civil Engineers.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVII. UTILITIES AND SERVICE SYSTEMS

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Less Than Significant Impact.	No. The project would not exceed wastewater treatment requirements.	No. The project would not exceed wastewater treatment requirements.	No. The project would not exceed wastewater treatment requirements.	None.
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less Than Significant Impact.	No. The project would not require the construction of new water or wastewater facilities.	No. The project would not require the construction of new water or wastewater facilities.	No. The project would not require the construction of new water or wastewater facilities.	None.
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Less Than Significant Impact.	No. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities.	No. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities.	No. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities.	None.
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Less Than Significant Impact.	No. The project would be served by adequate water supplies.	No. The project would be served by adequate water supplies.	No. The project would not exceed wastewater treatment requirements.	None.
e. Result in a determination by the wastewater treatment provider which serves or may serve the project	Less Than Significant Impact.	No. There is adequate wastewater treatment capacity to	No. There is adequate wastewater treatment capacity to	No. The project would not require the construction of new water or	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		serve the project.	serve the project.	wastewater facilities.	
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Less Than Significant Impact.	No. The project would be served by a landfill with sufficient capacity.	No. The project would be served by a landfill with sufficient capacity.	No. The project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities.	None.
g. Comply with federal, state, and local statutes and regulations related to solid waste?	Less Than Significant Impact.	No. The project would comply with applicable statutes and regulations related to solid waste.	No. The project would comply with applicable statutes and regulations related to solid waste.	No. The project would comply with applicable statutes and regulations related to solid waste.	None.

RESPONSES

a, b, c, e). The 2013 IS/MND indicated that the project site is included within the City of Porterville Sewer, Water, and Storm Drain Master Plans and that the project would not exceed the wastewater treatment requirements of the applicable Regional Water Quality Control Board, or result in the need of a new or expanded wastewater treatment facility or storm water drainage facility. The proposed project modifications would alter the ratio of land uses in the previously approved project- increasing retail space, while decreasing both office and personal storage facility space. The change in proportions will not result in any new substantial impacts and would not exceed the level of impact previously identified in the 2013 IS/MND. Impacts would remain less than significant.

d). The 2013 IS/MND demonstrated that development of the project area would not challenge the City's supply. The proposed project modifications would alter the ratio of land uses in the previously approved project- increasing retail space, while decreasing both office and personal storage facility space. The change in proportions will not result in any new substantial impacts and would not exceed the level of impact previously identified in the 2013 IS/MND. Impacts would remain less than significant.

f, g). The 2013 IS/MND indicated that solid waste from the project would be taken to the Teapot Dome landfill, which is operated by Tulare County. Adequate capacity exists in that landfill for potential development consistent with High Density Residential Zoning and Commercial Mixed Use. The 2013 IS/MND also indicated that the project would comply with all federal, state, and local statutes and regulations related to solid waste. Proposed project modifications are in conformance with the existing Zone District and as such, any impacts would remain less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
<i>Would the project:</i>					
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	No Impact.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	No. The project would not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.	None.
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection	Less than Significant with Mitigation Incorporation.	No. The project would not have cumulatively considerable impacts.	No. The project would not have cumulatively considerable impacts.	No. The project would not have cumulatively considerable impacts.	None.

Environmental Issue Area	Adopted IS/MND Conclusion	Do Proposed Changes Involve New Impacts?	New Circumstances Involving New Impacts?	New Information Requiring Analysis or Verification?	Adopted IS/MND Mitigation Measures
with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?					
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Less than Significant.	No. The project would not have cumulatively considerable impact.	No. The project would not have cumulatively considerable impact.	No. The project would not have cumulatively considerable impact.	None.

RESPONSES

a). As discussed in Section IV, Biological Resources, the project would have no impact on listed species, migratory species, or riparian habitat. As discussed in Section V, Cultural Resources, the project site is currently actively disced and maintained for weed control and the potential for cultural resources to occur would be less than significant. There would be no new impacts.

b). The 2013 IS/MND concluded that the project has potential for traffic and air related impacts. The impacts have been addressed with mitigation measures which, when implemented, will ensure not only the project related but the cumulative impacts will be less than significant. Project modifications will not substantially increase air or traffic related impacts. As such, any new impacts will continue to be less than significant.

c). The preceding sections of this Addendum discuss various types of impacts that could have adverse effects on human beings, either directly or indirectly. The 2013 IS/MND found that the project is not expected to have substantial impact on human beings, either directly or indirectly. Mitigation measures have been provided to reduce all potentially significant impacts to less than significant.

FINAL IS/MND MITIGATION MEASURES

None.

CONCLUSION

The conclusions from the IS/MND remain unchanged.

Appendix A

Traffic Memorandum



1800 30th Street, Suite 260
Bakersfield, California 93301
Phone (661) 327-1969
Fax (661) 327-1995

February 3, 2015

524-04
Electronic Mail

Mr. Travis L. Crawford
Principal Environmental Planner
Crawford & Bowen Planning, Inc.
113 N. Church Street, Suite 302
Visalia, CA 9329

REF: Traffic Study Requirements for the construction of a proposed mixed use development on Henderson Avenue approximately 600 feet west of Newcomb Street in the City of Porterville.

Dear Mr. Crawford:

By way of background, a Traffic Impact Study was prepared for the mixed-use development on Henderson Avenue, approximately 600 feet west of Newcomb Street, and was approved by the City in 2013. The applicant of the mixed-use development is proposing to change the existing development plan as follows:

Existing Plan

General Office Building – 18,000 square feet
Shopping Center – 40,690 square feet
Personal Storage Facility – 61,450 square feet
Multi-Family Housing – 256 units

Proposed Plan

Shopping Center – 70,310 square feet
Personal Storage Facility – 26,200 square feet
Multi-Family Housing – 168 units

The purpose of this letter is to address whether or not a revised/updated study is necessary for the changes to the existing development plan. In order to determine the need for a revised traffic study, a comparison of the project generated trips was prepared with the findings presented below.

Trip generation and design hour volumes were calculated using the Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition. The trip generation for the existing mixed-use development plan is shown below in Table 1, and the trip generation for the proposed development plan is shown in Table 2. The current master development plan is attached for reference.

Table 1
Existing Mixed-Use Project Trip Generation

General Information			Daily Trips		AM Peak Hour Trips			PM Peak Hour Trips		
ITE Code	Development Type	Variable	ADT RATE	ADT	Rate	In % Split/ Trips	Out % Split/ Trips	Rate	In % Split/ Trips	Out % Split/ Trips
220	Apartment	256 Dwelling Units	eq	1675	eq	20% 26	80% 103	eq	65% 103	35% 55
710	General Office Building	18 1000 sq ft GFA	eq	356	eq	88% 42	12% 6	eq	17% 17	83% 82
820	Shopping Center	40.69 1000 sq ft GLA	eq	3785	eq	61% 55	39% 35	eq	49% 171	51% 178
151	Mini-Warehouse	61.45 1000 sq ft GFA	2.5	154	0.14	55% 5	45% 4	0.26	50% 8	50% 8
sub-total				5,970		128	148		299	323
<i>Adjustments</i>										
Capture		5% ¹		18		2	0		1	4
Pass-by		10% ²		379		6	4		17	18
Total				5,573		120	144		281	301

¹General Office Building only

²Shopping Center only

Table 2
Proposed Mixed-Use Project Trip Generation

General Information			Daily Trips		AM Peak Hour Trips			PM Peak Hour Trips		
ITE Code	Development Type	Variable	ADT RATE	ADT	Rate	In % Split/ Trips	Out % Split/ Trips	Rate	In % Split/ Trips	Out % Split/ Trips
220	Apartment	168 Dwelling Units	eq	1142	eq	20% 17	80% 69	eq	65% 72	35% 39
820	Shopping Center	70.31 1000 sq ft GLA	eq	5401	eq	61% 76	39% 49	eq	49% 246	51% 256
151	Mini-Warehouse	26.2 1000 sq ft GFA	2.5	66	0.14	55% 2	45% 2	0.26	50% 3	50% 3
sub-total				6,608		95	121		321	299
<i>Adjustments</i>										
Capture		0% ¹		0		0	0		0	0
Pass-by		10% ²		540		8	5		25	26
Total				6,068		87	116		296	273

¹General Office Building only

²Shopping Center only

From the tables above, it can be seen that the proposed mixed-use development plan would use more overall daily trips, but the number of total peak hour trips will be less than the existing development plan. Traffic impacts to roadways and intersections are evaluated for level of service during the AM and PM peak hours, during which the proposed development plan would generate approximately 9% less traffic.

Due to lower peak hour volumes, the traffic impacts associated with the proposed mixed-use development plan would be equivalent to or less than those associated with what is currently approved. Therefore, a traffic impact study for the proposed change in land use is not necessary.

Please contact me should you have any questions.

Very truly yours,



Ian Parks

IJP/MEA



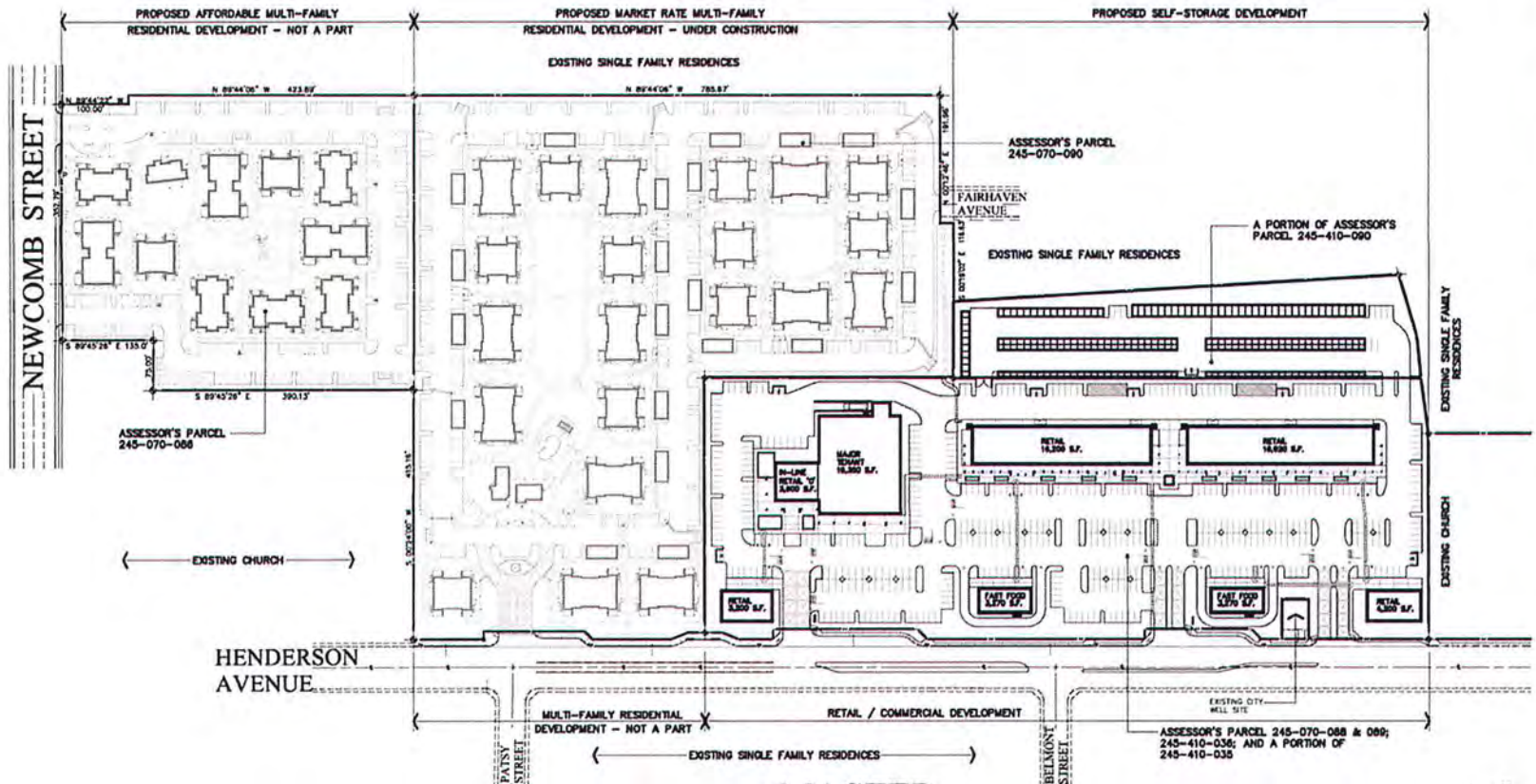
THE VINCENT COMPANY
ARCHITECTS, INC.
1500 West Shaw, Ste. 304
Fresno, California 93711
Phone: 559.225.2602

Revised: _____ Date: _____
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 △
 △
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PROPOSED DEVELOPMENT FOR:
HENDERSON VILLAGE
 WEST HENDERSON AND NORTH NEWCOMB
 PORTERVILLE, CALIFORNIA



Project Name: HENDERSON VILLAGE
 Project Number: 14019
 Plot Date: 12-18-18
 Sheet Number: _____
PP0.1



MASTER DEVELOPMENT PLAN



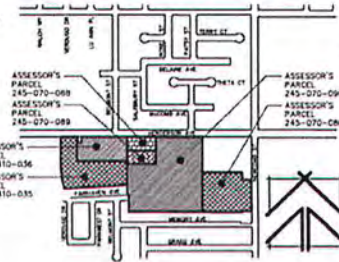
SYMBOLS

- BUILDING FOOTPRINT**
 - 1. BUILDING NUMBER
 - 2. BUILDING TYPE
 - 3. ELECTRICAL METER LOCATION
 - 4. GAS METER LOCATION
 - 5. GROUND MOUNTED CONDENSING UNITS
 - 6. STAIRWAYS
- CARPENTRY LOCATIONS**
- POWER POLE TO REMAIN**
- EXISTING STREET LIGHT**
INDICATES THE EXISTING LOCATIONS FOR THE STREET LIGHTS PER THE CITY OF PORTERVILLE PUBLIC WORKS STANDARDS.
- EXISTING FIRE HYDRANT LOCATION**

STATISTICS

MULTI-FAMILY RESIDENTIAL			
PROJECT PROPOSAL	168 UNIT MARKET RATE MULTI-FAMILY RESIDENTIAL DEVELOPMENT	506,403 S.F. (11.6 ACRES)	
SITE AREA			
a. BUILDING AREA (INCLUDES CARPORTS)	122,221 S.F. (2.8 ACRES)		
b. PARKING/PAVED AREA	153,456 S.F. (3.5 ACRES)		
c. LANDSCAPE AREA	230,726 S.F. (5.3 ACRES)		
PROPOSED PROJECT DENSITY			
REQUIRED PARKING			
a. RESIDENT PARKING	168 STALLS		
b. OPEN STALLS	128 STALLS		
c. GUEST PARKING	58 STALLS		
d. TOTAL PARKING REQUIRED	352 STALLS		
e. ACCESSIBLE STALLS	4 STALLS		
f. COVERED STALLS @ 5%	9 STALLS		
PARKING PROVIDED			
a. CARPORTS	168 STALLS		
b. OPEN STALLS	268 STALLS		
c. TOTAL PARKING PROVIDED	436 STALLS		
d. ACCESSIBLE STALLS	4 STALLS		
e. OPEN STALLS	9 STALLS		
UNIT STATISTICS			
a. (168) UNITS	768 S.F.		
b. (168) GARDEN WALK-UP	1,067 S.F.		
c. (168) GARDEN WALK-UP	1,067 S.F.		
BUILDING AREA CALCULATIONS			
a. (170) BUILDING TYPE 'A'	74,920 S.F.		
b. (170) BUILDING TYPE 'B'	103,296 S.F.		
c. (170) BUILDING TYPE 'C'	30,720 S.F.		
d. (170) BUILDING TYPE 'D'	2,383 S.F.		
e. (170) BUILDING TYPE 'E'	17,355 S.F.		
f. (170) BUILDING TYPE 'F'	122,221 S.F.		
PREPARED ZONING			
a. MULTI-FAMILY RESIDENTIAL DEVELOPMENT	RM-3/PD		
b. RETAIL CENTER DEVELOPMENT	CN/PD		
c. SELF-STORAGE DEVELOPMENT	SN/PD		
PROPOSED PRODUCT AREAS			
a. MULTI-FAMILY RESIDENTIAL DEVELOPMENT	728,194 S.F. (16.76 ACRES)		
b. RETAIL CENTER DEVELOPMENT	415,071 S.F. (9.53 ACRES)		
c. SELF-STORAGE DEVELOPMENT	94,816 S.F. (2.16 ACRES)		

VICINITY MAP



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ORDINANCE 1796 WHICH APPROVED ZONE CHANGE 2012-002-Z FROM RM-2 (MEDIUM DENSITY RESIDENTIAL), RM-3 (HIGH DENSITY RESIDENTIAL), AND CN (NEIGHBORHOOD COMMERCIAL) TO CMX (COMMERCIAL MIXED-USE) FOR THAT 23.4± ACRE SITE LOCATED GENERALLY AT THE SOUTHWEST CORNER OF HENDERSON AVENUE AND NEWCOMB STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 5, 2013, conducted a public hearing to approve findings and consider Zone Change 2012-002-Z, being a change of zone from RM-3 (High Density Residential), RM-2 (Medium Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use) for the site located on the south side of Henderson Avenue, approximately 550± west of Newcomb Street; and

WHEREAS: The City Council of the City of Porterville determined that the proposed Zone Change (2012-002-Z) would be consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: A Mitigated Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act and was transmitted to interested agencies and made available for public review and comment. The review period ran for twenty (20) days from February 8, 2013 to February 28, 2013; and

WHEREAS: On January 14, 2015, the applicant (The Vincent Company) submitted to the Project Review Committee proposed modifications to the Project that would increase the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space and reduce the personal storage facility square footage from 61,450 square feet to 26,200 square feet; and

WHEREAS: On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 17, 2015, conducted a public hearing to consider amending Ordinance 1796 which approved Zone Change 2012-002-Z from RM-2 (Medium Density Residential), RM-3 (High Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use), as well as a Conditional Use Permit for the Mixed-Use Development and a modification to Conditional Use Permit 2012-002-M for the development of a personal storage facility; and

WHEREAS: The City Council made the following findings that the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

- a. The project supports and complies with the following General Plan guiding policies:

ATTACHMENT NO. 2

LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

LU-G-3 Promote sustainability in the design and development of public and private development projects.

LU-G-10: Foster viable, pedestrian-oriented neighborhood centers with vertically- and horizontally- mixed-use development.

- b. Development of the site as proposed, including personal storage, requires approval of a Conditional Use Permit and would be subject to the City's development standards.
- c. The General Plan land use designation is Commercial Mixed-Use. The commercial mixed-use (CMX) zoning will allow for similar types of land uses, but in different proportions than currently exist on the property. In addition, the CMX Zone will allow the personal storage development pursuant to approval of a Conditional Use Permit as well as the drive-through lanes as proposed.
- d. The subject Zone Change will not create adverse environmental impacts on the adjacent neighborhood when mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied to the subsequent development project.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

Section 1: That the following described property in the city of Porterville, County of Tulare, State of California, known as Zone Change 2012-002-Z, is hereby rezoned from RM-3 (High Density Residential), RM-2 (Medium Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use), pursuant to Section 3 below, for the parcels described herein as Assessor's Parcel Numbers 245-070-009, 245-070-088, 245-070-089, 245-410-035, and 245-410-035 located on the south side of Henderson Avenue, approximately 550± west of Newcomb Street; and

Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from RM-3 (High Density Residential), RM-2 (Medium Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use) for the site described above, more particularly shown on the attached map as Exhibit "A;" and

Section 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage, subject to the following conditions:

- 1. The project shall comply with all local, State, and federal laws.
- 2. The project shall comply with all mitigation measures identified in the approved CEQA document.

3. Building Design Criteria: In order to receive building permit approval for the mixed-use project, City staff shall find that all of the following criteria have been met:
 - a. Integrated Theme – All buildings within the mixed-use development will exhibit an integrated architectural theme that includes consistent materials, colors, and design details; including a complete master site plan, building elevations, and landscaping.
 - b. The architectural details of building entrances shall be integrated with the overall building design in terms of materials, scale, proportion, and design elements.
 - c. All buildings shall include a complementary level of design detail on all facades.

4. Building permits secured separately for phased buildings and buildings with differing uses are considered part of one overall commercial mixed-use project.

As construction of the development occurs, all parking, building pads, drive aisles, enhanced public open spaces, features and amenities shall be constructed with the initial building permit. The remaining building pad areas may develop by separate permits.

5. The main access point for the residential component, along Henderson Avenue, shall be fully developed and provide connectivity to the street with the first building permit for any portion of the apartments. The connecting drive aisle and parking within this area, (approximately 80 foot width), shall be developed prior to issuance of a certificate of occupancy. A recorded access easement for ingress/egress, parking, trash and connectivity to both streets shall serve as a guarantee for the functionality of the apartments and the adjacent commercial development to the east.
6. All improvements shall be in accordance with City standards and should maintain a common theme throughout the entire project. All landscaping shall comply with all City of Porterville landscape and irrigation standards. Plants shall be selected for their ability to prosper in the climate and geography of this region; the Sunset Garden manual, Region 9, is one such approved resource that is frequently used to guide plant selection. Such landscaping shall include an automatic sprinkler system and adequate maintenance to maintain the landscaping as approved free of diseased, dead or damaged materials. Plants shall be maintained in a healthy and vigorous growing condition and planting areas shall be maintained in a clean and orderly manner, free of weeds and debris. Other improvements to the Land Area are to include, at a minimum, a seating area with one or more benches and a trash receptacle which are designed for use in the public space. Developer shall submit details regarding the style, color, and materials for approval of the Community Development Director, which approval shall not be unreasonably withheld.

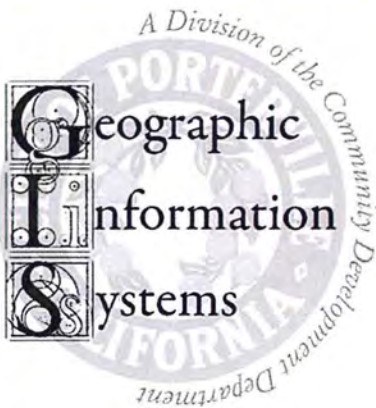
PASSED, APPROVED AND ADOPTED this 17th day of March, 2015.

By: _____
Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



PRC 2012-002 Henderson Ave. Mixed Use Zoning Map 1" = 600 ft.

Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF
MODIFICATION TO CONDITIONAL USE PERMIT (2012-002-C)
FOR A PERSONAL STORAGE FACILITY ON A 2.12± ACRE PORTION OF
THE PROPOSED PACIFIC RIM COMMERCIAL MIXED-USE PROJECT

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 5, 2013, conducted a public meeting to consider approval of a Conditional Use Permit (Resolution 15-2014) to accommodate a 518 unit (61,450± sq. ft.) personal storage facility in the Commercial Mixed-Use zone on a 5.66± acre parcel; and

WHEREAS: On March 5, 2013, the City Council of the City of Porterville adopted the Mitigated Negative Declaration prepared for the General Plan Amendment 2012-002-G, Zone Change 2012-002-Z and related development of the Pacific Rim Commercial Mixed-Use Project with mitigation measures; and

WHEREAS: The proposed modification to Conditional Use Permit (2012-002-C) would allow for the reduction of the personal storage facility from 518 units (61,450± square feet) to 214 units (26,200± square feet) of personal storage facility; and

WHEREAS: The proposed modification to Conditional Use Permit (2012-002-C) is considered a Changed Plan pursuant to the Porterville Development Ordinance, Section 601.09 (b) Modification of Approvals, Changed Plans and, therefore, required consideration in a public hearing before the City Council; and

WHEREAS: On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines; and

WHEREAS: The proposed Conditional Use Permit is supported by the General Plan and Development Ordinance in that the proposed development is consistent with Section 301.13 of the Porterville Development Ordinance (Chapter 21 of the Porterville Municipal Code).

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 17, 2015, conducted a public hearing to consider a Conditional Use Permit, a modification to a Conditional Use Permit and Ordinance Amendment for the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: The City Council received testimony from all interested parties at its regularly scheduled meeting of March 17, 2015, related to the requested modification to allow for the reduction of the personal storage facility from 518 units (61,450± square feet) to 214 units (26,200± square feet) of personal storage facility; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. That approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

This project is consistent with Land Use Guiding Policy (LU-G-11) in that it will foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

The General Plan designation for the subject area was approved by the City Council on March 5, 2013, modifying the General Plan designation from RM-3 (High Density Residential), RM-2 (Medium Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use) for the subject parcel.

3. The location, size, density, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City.

The 214 units (26,200± square feet) of personal storage facility shall be operated in compliance with Section 301.13 Personal Storage Facilities of the Porterville Development Ordinance.

4. On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines.
5. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the modification to the Conditional Use Permit to allow 214 units (26,200± square feet) of personal storage facility as represented and incorporated herein as Exhibit "A" subject to the following conditions:

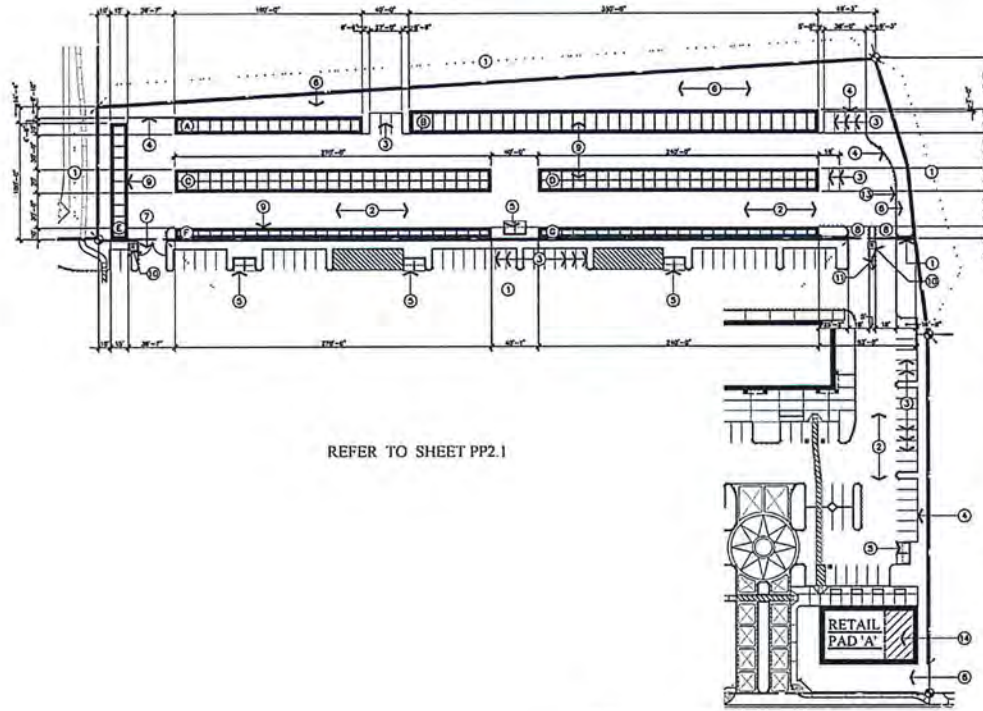
1. The proposed project shall comply with all local, State, and Federal laws, including but not limited to Section 301.13 of the Porterville Development Ordinance.
2. The project shall be developed in a manner consistent with the site plan and landscaping plan, included herein as Exhibits "A" and "B."
3. The personal storage units shall prohibit storage of hazardous materials on-site.
4. The Zoning Administrator shall consider any modifications to the development for consistency.

PASSED, APPROVED AND ADOPTED this 17th day of March 2015.

By: _____
Milt Stowe, Mayor

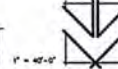
ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

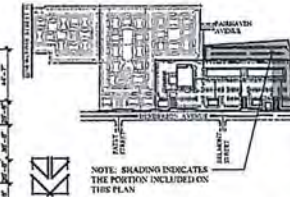


REFER TO SHEET PP2.1

SELF STORAGE SITE PLAN



REFERENCE PLAN



NOTE: SHADING INDICATES
THE PORTION INCLUDED ON
THIS PLAN

STATISTICS

TRAPPOLE LANE		NEIGHBORHOOD SELF STORAGE	
PROJECT ZONING		SM	
SITE AREA A		83,446 S.F. (210 ACRES)	
SITE COVERAGE		34,320 S.F. (78.00)	
A. BUILDING AREA		14,918 S.F. (33.90)	
P. PARKING AREA		21,377 S.F. (49.00)	
L. LANDSCAPE AREA			
BUILDING AREAS			
1. STORAGE BUILDING			
BUILDING	USE/UNIT SIZE	NO. OF UNITS	PARKING AREA
A	10 x 10	11	1,100 S.F.
B	10 x 20	25	2,000 S.F.
C	10 x 10	34	3,400 S.F.
D	10 x 10	48	4,800 S.F.
E	10 x 10	13	1,300 S.F.
F	10 x 10	27	2,700 S.F.
G	10 x 10	34	3,400 S.F.
TOTAL UNIT/AREA		714 UNITS	28,100 S.F.
PARKING REQUIRED			
A. 1 STALL, 775 UNITS		3 STALLS	
B. TOTAL STALLS REQUIRED		3 STALLS	
PARKING PROVIDED			
A. OPEN STALLS		8 STALLS	
B. ACCESSIBLE STALLS		N/A	

KEYNOTES

- INSTALL 6'-0" HIGH SOLID GROUTED REINFORCED CONCRETE BARRIER WALL AT PROPERTY LINE, TYPICAL.
- APPLY 4" THICK CONCRETE FINISH OVER GLASS & AGGREGATE BASE OVER EXISTING SOIL, COMPACTED TO 95%. COORDINATE FINISH SECONDARY WITH GRADING AND DRAINAGE PLAN AND PROJECT SOILS REPORT, TYPICAL.
- INSTALL 4" HIGH MISC. WHITE PLASTER STALL STOPS PER CITY OF PORTLAND PUBLIC WORKS STANDARDS, TYPICAL.
- INDICATE LOCATION OF A HIGH CONTINUOUS CURB, TYPICAL.
- INDICATE LOCATION OF 6'-0" HIGH CONCRETE BARRIER WALL. EXISTING WALLS SHALL BE MAINTAINED TO MATCH THE ADJACENT PLACING. PROVIDE (2) 6'-0" HIGH STEEL FRAME GATES WITH COMBING STALLS AT DRIVEWAYS, TYPICAL.
- LANDSCAPE AREAS. COORDINATE THE WORK WITH THE LANDSCAPE PLAN, TYPICAL.
- INDICATE LOCATION OF 24'-0" HIGH x 6'-0" HIGH COMBING STEEL BARRIER WALLS (SEESE ONLY EXISTING). INSTALLATION SHALL COMPLY WITH CITY OF PORTLAND PUBLIC WORKS AND FIRE DEPARTMENT REQUIREMENTS, TYPICAL.
- INDICATE THE LOCATION OF 6'-0" HIGH STEEL GATES WITH AUTOMATIC OPERATORS, TYPICAL.
- STORAGE UNITS SHALL BE PRE-FABRICATED STEEL STORAGE UNITS TO BE INSTALLED UNDER SEPARATE BUILDING PERMITS, TYPICAL.
- INSTALL "TUNE" BOX AT ENTRANCE GATES PER CITY OF PORTLAND FIRE DEPARTMENT REQUIREMENTS.
- INDICATE THE LOCATION OF PEDESTAL MOUNTED GATE CONTROLLER, TYPICAL.
- INDICATE THE LOCATION OF CONVEYOR LADING ZONE PER CITY OF PORTLAND PUBLIC WORKS STANDARDS.
- SHEDS ARE INDICATED LOCATIONS OF SHEDS TO BE PARKED AND MAINTAINED. THE LAND - NO PARKING - LETTERS SHALL BE WHITE, 3' HIGH, AND SPACED AT 50'-0" ON CENTER PER CITY OF PORTLAND FIRE DEPARTMENT STANDARDS, TYPICAL.
- WALLS INDICATE THE LOCATION OF SELF-STORAGE LEASING/MANAGEMENT OFFICES.

THE VINCENT COMPANY

ARCHITECTS, INC.
1500 West Shaw, Ste. 304
Fresno, California 93711
Phone: 559.225.2602

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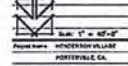
HENDERSON VILLAGE

WEST HENDERSON AND WESTVIEW
PORTLAND, OREGON



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ALL dimensions and section markers
appearing herein constitute original
work of the architect and may not be
reproduced, copied, or altered without
written consent of the architect.
Architect's Seal



Project Name: HENDERSON VILLAGE
PORTLAND, OREGON

Project Number: 1000
Plot Size: 83.446 S.F.
Sheet Number: 1

PP3.1



Phone: 559.225.2602

- | Sediments | Date |
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STREET TREES
 SELECTED FROM THE CITY OF
 PORTLAND PUBLIC WORKS DEPARTMENT

LARGE TREES (18" - 36" DBH CANOPY)
 SELECTED FROM THE LIST OF PROPOSED
 PLANT MATERIALS

MEDIUM TREES (12" - 18" DBH CANOPY)
 SELECTED FROM THE LIST OF PROPOSED
 PLANT MATERIALS

SMALL TREES (8" - 12" DBH CANOPY)
 SELECTED FROM THE LIST OF PROPOSED
 PLANT MATERIALS

SHRUBS / PERENNIALS
 SELECTED FROM THE LIST OF PROPOSED
 PLANT MATERIALS

GROUND COVER CANNALS
 SELECTED FROM THE LIST OF PROPOSED
 PLANT MATERIALS

LAND

PLANT

15 GAL	18" G.C.	EUCALYPTUS SIDERODENDRON "ROSIE" (SHADE TOL. BARK)
15 GAL	12" G.C.	LAURISTROBILIA INDICA (DROPE WILLOW)
15 GAL	18" G.C.	PRUNUS CANADENSIS (CANARY CRAB APPLE)
15 GAL	20" G.C.	PRUNUS CALIFORNICA (ANISEED PEAR)
15 GAL	25" G.C.	PRUNUS HALLENENSIS (ALMOND PEAR)
15 GAL	18" G.C.	PRUNUS CHENSIS (CHINESE BURNING)
15 GAL	18" G.C.	PRUNUS SP. (SILVER CHERRY)
15 GAL	18" G.C.	PRUNUS SP. (SILVER CHERRY)

- [illegible]

PLATE	12" O.C.	HYPERICUM CALYSHIAN (SARON'S BEARD)
PLATE	12" O.C.	CAZANIA "COPPER KING" (TRAILING CAZANIA)
PLATE	12" O.C.	WICCA MAJOR (DWARF FERNWHEEL)
PLATE	12" O.C.	ANNUALS: OCEANIAS, MAJIS AND DWARF MARIGOLDS

PROPOSED DEVELOPMENT FOR:
**HENDERSON
VILLAGE**
WEST HENDERSON AND NORTH NEWCOMB



Step	Date
1. DESIGN REVIEW	
2. PLAN CHECK	
3. BACK CHECK	
4. FINISH	
5. CONSTRUCTION	
6. AS-BUILT	

All drawings and written notes appearing herein constitute original work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

Figure 1: Sample of a handwritten digit '4' on a grid.

Scale 1" = 45'-0"

Project Number: 540510
Est. Date: 03/25/99

DI-1-A

PL1.4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2012-002-GZCP) FOR THE PACIFIC RIM
COMMERCIAL MIXED-USE PROJECT

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 5, 2013, conducted a public hearing to consider entitlements needed to permit the proposed Pacific Rim Commercial Mixed-Use Project (2012-002) which included a General Plan Amendment, Zone Change, Tentative Parcel Map, and Conditional Use Permit; and

WHEREAS: On March 5, 2013, the City Council of the City of Porterville adopted the Mitigated Negative Declaration with mitigation measures prepared for the General Plan Amendment 2012-002-G, Zone Change 2012-002-Z and related development of the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: Resolution 12-2013 contains findings in support of approval of the Mitigated Negative Declaration of environmental impacts for the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: On January 14, 2015, the applicant submitted to the Project Review Committee proposed modification to the Pacific Rim Commercial Mixed-Use Development increasing the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space, reducing the personal storage facility square footage from 518 units (61,450 square feet) to 214 units (26,200 square feet) and to modify the elevation plans as approved; and

WHEREAS: On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 17, 2015, conducted a public hearing to consider a Conditional Use Permit, a modification to a Conditional Use Permit and Ordinance Amendment for the Pacific Rim Commercial Mixed-Use Project; and

WHEREAS: Pursuant to the Porterville Development Ordinance, Section 601.09 Modification of Approvals, Changed Plans, the Zoning Administrator may approve minor modifications to approved plans that are consistent with the original findings and conditions approved by the City Council and would not intensify any potentially detrimental effects of the project. A request for changes in conditions of approval of a discretionary permit or a change in an approved site plan or building plan that would affect a condition of approval shall be treated as a new application; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. That approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

This project supports and complies with Land Use Guiding Policy (LU-G-11) in that it will foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

The General Plan designation for the subject area was approved by the City Council on March 5, 2013, modifying the General Plan designation from RM-3 (High Density Residential), RM-2 (Medium Density Residential), and CN (Neighborhood Commercial) to CMX (Commercial Mixed-Use) for the subject parcel.

2. The location, size, density, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the General Plan, the Development Ordinance and with any other applicable plan adopted by the City.

This project supports and complies with Land Use Guiding Policy (LU-G-3) in that it will promote sustainability in the design and development of public and private development projects.

That the proposed modifications to increasing the retail space from 40,690 to 70,310 square feet, removing 18,000 square feet of office space, reducing the personal storage facility square footage from 518 units (61,450 square feet) to 214 units (26,200 square feet) and modifying the elevation plans as approved complies with the zoning regulations, standards and design criteria for the CMX (Commercial Mixed-Use) Zoning District.

3. On February 16, 2015, the Environmental Coordinator made the determination that an Addendum to the adopted Mitigated Negative Declaration would be applicable and appropriate for the project under CEQA guidelines

In compliance with California Environmental Quality Act (CEQA) Guidelines Section 15162 and 15164, an Addendum to the adopted Mitigated Negative Declaration has been incorporated by reference to the Pacific Rim Commercial Mixed-Use Project IS/MND, as well as the technical study and analysis that was prepared as a part of the 2013 IS/MND.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Conditional Use Permit for the development of the Pacific Rim Mixed-Use Development as represented and incorporated herein as Exhibit A – J subject to the following conditions:

1. That the commercial component of the Pacific Rim Commercial Mixed-Use project shall not accumulate or occupy more than 50,000 square feet of retail space.
2. That the Zoning Administrator may approve minor modifications to approved plans that are consistent with the original findings and conditions approved by the City Council and would not intensify any potentially detrimental effects of the project.
3. That Condition # 7 of Resolution No. 14-2013, a Resolution of the Parcel Map Committee of the City of Porterville containing findings in support of approval of Tentative Parcel Map 2012-002-PM is not applicable.
4. The developer/applicant shall submit a Master Sign Program in compliance with Section 305.13 of the Porterville Development Ordinance that will provide a method to integrate the design and placement of signs within the development to achieve a more unified appearance.
5. The developer/applicant shall prepare and submit a Parcel Map that will adhere to the Master Development Plan shown herein as Exhibit A to meet the requirements of Series 400 (Land Division) of the Porterville Development Ordinance and of all applicable codes.
6. That the development of the Pacific Rim Commercial Mixed-Use Project shall substantially comply with the incorporated plan sheet herein attached as Exhibit A – J.
7. That pedestrian walkways shall be designed to the following standards:
 - a) Walkways shall be a minimum of five (5) feet wide and shall be paved with concrete, stone, tile, brick, or comparable material.
 - b) Fifteen (15) gallon shade trees shall be planted along walkways at least thirty (30) feet on center.
 - c) Walkways shall be illuminated with an intensity of at least 0.25-foot candles at the ground level during the hours of darkness.
 - d) Primary pedestrian routes and access points shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.
 - e) Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.
8. That the commercial element of the Pacific Rim Commercial Mixed-Use Project shall be designed to the following standards and criteria for building permit approval:
 - a) Entry Plazas/Passenger Loading Areas. A plaza shall be provided at the entry to each anchor tenant that provides for pedestrian circulation and loading and unloading.
 - b) Pedestrian Walkways. A system of pedestrian walkways at least five (5) feet wide and paved with concrete, stone, tile, brick, or comparable material shall connect all

buildings on a site to each other, to on-site automobile and bicycle parking areas, to any on-site open space areas and to transit stops.

- c) Parking Setback from Buildings. Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways at least five (5) feet in width, as well as planter areas at least five (5) feet in width, two (2) feet of which shall be low growing plants to allow for vehicle overhang.
- d) Open Space. Outdoor space for the use of customers and visitors shall be provided on any commercial center site with fifty thousand (50,000) square feet or more of floor area.
 - i. Minimum Area. Public space shall be provided at a rate of five (5) square feet per one thousand (1,000) square feet of floor area, up to fifteen thousand (15,000) square feet.
 - ii. Location. Such public space shall be visible from a public street, or from on-site areas normally frequented by customers, and shall be accessible during business hours. Areas within required setbacks may count toward the public space requirement. Areas designated for customers to wait for cabs may be combined with required public space areas if they meet all other requirements of this subsection.
 - iii. Amenities. On-site public space shall include benches or other seating, and the ground surface shall be landscaped or surfaced with high-quality paving materials. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including but not limited to trees and other landscaping, shade structures, drinking fountains, water features, public art, or performance areas.

9. In order to receive permit approval for the commercial element of the Pacific Rim Commercial Mixed-Use Project, the Zoning Administrator shall find that all of the following criteria have been met.

- a. Integrated Theme. Buildings and structures will exhibit an integrated architectural theme that includes similar or complementary materials, colors, and design details.
- b. Site Entrance. Community-scale commercial developments (10 acres or larger) are developed with at least one (1) major driveway entrance feature that provides an organizing element to the site design. Major driveway entrances include such features as a landscaped entry corridor or a divided median drive separated by a landscaped center dividing island.
- c. Building Entrances. Building entrances to anchor tenants and other large stores are prominent and inviting. The architectural details of building entrances are integrated with the overall building design in terms of materials, scale, proportion, and design elements.
- d. Four-Sided Architecture. Buildings include a complementary level of design detail on all facades.
- e. Pad Developments. Freestanding pad developments, if included in the development, are integrated into the site design in terms of parking lot layout, on-site vehicular and pedestrian circulation routes, landscaping, and building design. Internal cross access is provided between pad developments and the surrounding

commercial center. Building scale, materials, colors, and design details are complementary to the surrounding center.

- f. Drive-Through Facilities. Drive-through lanes for restaurants, banks, pharmacies, and other uses, where included, are integrated with the overall site layout in such a way as to provide safe, efficient vehicular and pedestrian circulation. Adequate vehicular stacking or queuing spaces are provided to avoid waiting vehicles from blocking drive aisles. Drive-through facilities are located so as to minimize the visual impact from the right-of-way and to provide adequate screening from internal uses.
- g. Vehicular Circulation. Safe, convenient vehicular circulation will be provided within the development through an appropriate system of internal vehicular circulation routes based on a hierarchy of drive aisles and cross routes. Vehicular and pedestrian conflicts will be minimized. Where pedestrian circulation routes cross vehicular traffic aisles and driveways within a development, there are clearly delineated crosswalks that include clear sight lines, adequate warning signage for both vehicles and pedestrians, adequate lighting, and protective barrier posts or similar features for separation at walkway entrances.
- h. Pedestrian Safety and Amenities. Safe and convenient pedestrian access will be provided through a continuous system of walkways that connect on-site buildings to one another, to automobile and bicycle parking areas, to any on-site open space areas or pedestrian amenities, and to the adjacent public right-of-way. Pedestrian facilities will create an attractive, quality environment with integrated landscaping, shading, lighting, surface treatment, and other amenities.
- i. Bicycle Parking. Adequate, safe, and convenient bicycle parking facilities are provided. Short-term bicycle parking spaces for the use of customers and visitors are located close to building entrances, easily identifiable, visible to those passing by and separate from pedestrian circulation areas. Long-term bicycle parking for the use of employees will provide a high degree of security and safety through the use of bicycle lockers, designated areas within buildings, or outside areas with constant visual monitoring.
- j. Entry Plazas. Entry plazas and passenger loading areas, where required, include unique, decorative paving materials, adequate seating areas, provision of adequate shade from the summer sun, and attractive landscaping including trees or raised planters.
- k. Transit Facilities. Transit facilities, where included, are developed with effective shading from the summer sun, comfortable seating, attractive landscaping, decorative paving, public art features and efficient pedestrian routes to adjacent development.
- l. Lighting. A combination of attractively designed and located lighting fixtures, including low pole lights, ground-mounted fixtures, light bollards, and architectural lighting is used to provide interesting compositions for outdoor lighting, as well as a safe, secure environment.
- m. Shade Areas. Pedestrian areas, such as walkways, building entrances, and gathering areas, are adequately shaded from the summer sun through such techniques as the careful placement of trees and landscaping, trellis structures, projecting canopies, covered walkways, arcades, porticos, building orientation, and similar techniques.

10. The number of parking spaces required by Table 304.04(A) does not include queuing space that may be required for vehicles and customers waiting in vehicles for service at drive-through facilities, pump stations, auto service bays, or similar uses. Queuing Area shall provide space for six (6) vehicles (restaurants shall provide spacing from the menu board). The stacking area shall not interfere with other on-site circulation and parking facilities. Where required, queuing area shall be measured as twenty (20) feet per car.
11. All parking stalls shall be clearly outlined with striping, and all aisles, approach lanes, and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.
12. Vehicle lanes for drive-through shall be screened from public streets to a height of three and one-half (3.5) feet. Screening devices shall consist of walls and/or berms with supplemental plant materials.
13. Parking areas shall be screened from view from public streets and adjacent residential properties according to the following standards:
 - a) Height. Screening of parking lots from adjacent public streets shall be three (3) feet in height. Screening along interior lot lines that abut residential districts shall be six (6) feet in height, except within the required front setback of the applicable zoning district, where screening shall be three (3) feet in height.
 - b) Materials. Screening may consist of one (1) or any combination of the methods listed below.
 - i. Walls. Low-profile walls consisting of decorative concrete, stone, or masonry materials.
 - ii. Fences. An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. This option does not include the use of chain-link or vinyl fencing.
 - iii. Planting. Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials shall achieve a minimum height of two (2) feet within eighteen (18) months after initial installation.
 - iv. Berms. Berms planted with grass, ground cover, or other low-growing plant materials.
14. A minimum of ten (10) percent of any parking lot area shall be landscaped. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.
15. A landscaped buffer area shall be provided between any surface parking area and any property line adjacent to a public street. The landscaped buffer shall have a minimum width of six (6) feet clear of overhang.
16. Trees shall be planted to result in fifty (50) percent shading of parking lot surface areas within fifteen (15) years or provide a tree in landscaped islands between every six (6)

parking spaces.

- a) Distribution. Trees shall be distributed relatively evenly throughout the parking area.
 - b) Species. Required trees for parking lots shall be selected from a list of recommended trees maintained by the Community Development Department or are listed in Sunset's Western Garden Book, Region No. 9.
 - c) Minimum Planter Size. Any planting area for a tree shall have a minimum interior dimension of five (5) feet. Additional space may be required for some tree species.
17. Public parking areas designed to accommodate ten (10) or more vehicles shall be provided with a minimum of one-half (0.5) foot-candle and a maximum average of three (3) foot-candles of light over the parking surface during the hours of use from one-half (0.5) hour before dusk until one-half (0.5) hour after dawn. Lighting design shall be coordinated with the landscape plan to ensure that vegetation growth will not substantially impair the intended illumination. Parking lot lighting shall, to the maximum extent feasible, be designed and installed so that light and glare is not directed onto residential use areas or adjacent public rights-of-way, consistent with Chapter 306, Performance Standards. A photometric plan shall be included with the building permit submittal that illustrates compliance.
18. A six (6) foot high wall shall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use where there is no alley. Such screening wall shall be provided at the time of new construction or expansion of buildings, or changes from one (1) use classification to another non-residential use classification.
- a) Location. Screening walls shall follow the lot line of the lot to be screened, or shall be so arranged within the boundaries of the lot so as to substantially hide from adjoining lots the building, facility, or activity required to be screened.
 - b) Height. The six (6) foot high screening wall shall step down to three and one-half (3.5) feet in height from the side property line intersecting the front property line to a depth equal to the required front or side yard setback of the abutting residential use in order to provide for safe line of sight for vehicular traffic. Wall height may be increased in height to accommodate adequate sound attenuation as required through the findings of an acoustical analysis prepared by an acoustical professional. The design of such improvements shall be approved by the City Engineer.
 - c) Materials. The screening wall shall be a masonry block wall. Block walls shall match the standard colors allowed in the City's graffiti abatement program. The City Engineer may approve new wall/fencing materials that become available in the future for use as an alternative to a masonry block wall based on its proven comparable properties for durability, sound, light, and glare attenuation. Topography, berming, and other alternative methods of mitigating the nuisance of noise and light might be considered at time of project review.
19. The developer/applicant shall comply with Section 300.07 of the Porterville Development Ordinance (Lighting and Illumination). Light fixtures shall not exceed 16 feet in height within 100 feet of any street frontage; 20 feet in any other location. All lighting fixtures

shall be shielded so as not to produce obstructive glare onto the public right-of-way or adjoining properties. Pedestrian-oriented lighting in the Commercial Mixed-Use districts shall be provided for secure nighttime pedestrian environment at building entrances, on-site pedestrian walkways and open areas with a safe level of illumination with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. A photometric plan shall be included with the building permit submittal that illustrates compliance to Section 203.04 (2)(d)3 of the Porterville Development Ordinance, Supplemental Regulations.

20. The developer/applicant shall comply with Chapter 303 of the Porterville Development Ordinance, Landscaping. Landscape plans shall be drawn to scale and shall at a minimum indicate: proposed plant locations, species, and sizes; any additional proposed landscape elements; soil preparation measures; and any other measures to facilitate plant growth or control erosion. Landscape plans shall include verification that the soil type, depth, and other characteristics are appropriate for the proposed landscaping and irrigation. Landscape plans shall also indicate the location of any existing trees over six (6) inches in diameter, and whether each such tree is proposed for retention or removal. Each landscape plan shall be accompanied by an irrigation plan that at a minimum indicates the location, type and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.
21. Landscaping shall be designed and plantings selected so that water use is minimized. The total "water use value" of the proposed landscaping on a site, as described in Section 303.07(b) of the Porterville Development Ordinance, Water Efficiency, may not exceed the total planting area.
22. All electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.
23. The developer/applicant shall comply with Section 300.10 (a) and (b) of the Porterville Development Ordinance, Screening. All mechanical and electrical equipment and antennas shall be screened or incorporated into the design of buildings so as not to be visible from the street, freeway, or adjacent residential districts. Such equipment includes, but is not limited to, all roof-mounted equipment, utility meters, cable equipment, telephone entry boxes, backflow prevention devices, irrigation control valves, electrical transformers and pull boxes. Screening devices shall be consistent with the exterior colors and materials of the buildings to which they are attached. Roof access ladders and fire sprinkler risers shall be located internally as allowed by the California Building Code.
24. The developer/applicant shall comply with Section 300.13 of the Porterville Development Ordinance, Trash and Refuse Collection Areas, as follows:

- a) Solid waste and recycling storage areas located outside or on the exterior of any building shall be enclosed per City standards for refuse and recycling enclosures.
 - b) Enclosure material shall be solid masonry or concrete tilt-up with decorated exterior-surface finish compatible to the main structure(s).
 - c) Gate material shall be decorative, solid, heavy-gauge metal or a heavy-gauge metal frame with a covering of a view-obscuring material. If not visible from a public street, public parking area, or residential area, the enclosure gates may be constructed of chain link with wood or plastic inserts.
 - d) Each solid waste and recycling enclosure serving a residential project shall be designed to allow walk-in access without having to open the main enclosure gate.
 - e) Pads shall be a minimum of six (6) inch-thick concrete.
 - f) Concrete curbs or equivalent shall protect enclosures from adjacent vehicle parking and travel ways.
 - g) The perimeter of the recycling and trash enclosure, except for areas used for access, shall be planted, if feasible, with drought resistant landscaping, including a combination of shrubs and/or climbing evergreen vines.
 - h) The area in front of all enclosure types shall be kept clear of obstructions, and shall be painted, striped, and marked "No Parking."
25. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans, Standard Specifications for Public Works Construction (2009 Edition), and Standard Plans and Specifications (2007 Edition), except where they are in conflict with the Americans with Disabilities Act and the 2010 California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
26. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
27. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
28. The developer/applicant shall be aware that certain frontage improvements along Henderson Avenue were previously constructed by the City. Right of way purchases and other pertinent development requirements shall conform to a fully executed agreement between the property owner and the City of Porterville. A copy will be delivered to the developer/applicant upon request.
29. Submittal of the revised site plan at the time of this meeting, which included off-site median islands, is conceptually in compliance with a Traffic Study prepared by Ruettgers & Schuler Civil Engineers.
30. The developer/applicant shall dedicate right of way for construction of the driveway transitional lanes, including sidewalks, as shown on the revised site plan and per the

mitigation measures described in the Traffic Study prepared by Ruetters & Schuler Civil Engineers. Dedications shall include the ADA compliant curb returns at each driveway.

31. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16, Visibility at Driveways and Intersections (Sight Distance), of the Development ordinance.
32. The developer/applicant shall design the parking lot in conformance with Section 304 (On-Site Parking and Loading) of the Development Ordinance. Minimum cross slopes within the parking lot shall be 1.5% for asphalt concrete or 1% for concrete paving areas.
33. The developer/applicant shall provide streetlights on Marbelite poles following Southern California Edison Company specifications, as approved by the City Engineer. The use of wood poles is prohibited without prior written approval of the City Engineer.
34. The developer/applicant is advised that he/she is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water associated with construction activity will be required (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
35. The developer/applicant shall assure compliance with applicable San Joaquin Valley Unified Air Pollution Control District Rules (e.g., Numbers 8010, 8020 and 8030), regarding fugitive dust by obtaining a Dust Control Permit, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated wash out area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.

36. San Joaquin Valley Air Pollution Control District (District) Adoption of Rules 9510 and 3180 – Indirect Source Review (ISR) Rules

The San Joaquin Valley Air Pollution Control District enforces the Indirect Source Rule (ISR). ISR applies to projects that are at least:

- 50 residential units
- 2,000 square feet of commercial space 9,000 square feet of educational space
- 10,000 square feet of government space
- 20,000 square feet of medical or recreational space
- 25,000 square feet of light industrial space
- 39,000 square feet of general office space
- 100,000 square feet of heavy industrial space
- Or, 9,000 square feet of any land use not identified above.

Projects that meet the above thresholds but are found through the application process to have mitigated emissions of less than two tons per year each of nitrogen oxides and PM10 (particulate matter 10 microns and smaller) are not be subject to the emission-reduction requirements of the rule.

- a) It is the applicants' responsibility to file an application (found at <http://www.valleyair.org/ISR/ISR.htm>) with the District. The application must be filed with the District no later than concurrent with an application for final discretionary approval with a public agency. An application may be filed with the District prior to applying for a final discretionary permit from the local agency, at the discretion of the applicant. This timing was included in the rule so that applications filed with the District would not interfere with the local agency development approval process and so that local agencies could consider the benefits of the ISR program emission reductions in their environmental documents.
- b) The District recognizes the land use authority of local land use agencies and does not impose any design requirements upon ISR projects.
- c) ISR applicants can take credit for those measures that are required by the local agency or included in the design of the project that have a quantifiable air quality benefit. ISR applicants can also take emission reduction credit for those measures that are not required by the local agency, but have been voluntarily identified by the applicant.
- d) The District is responsible for enforcing compliance for those measures identified by the applicant that are not required by the local agency and do not affect the design or construction standards. Examples of District enforced measures are operational measures such as businesses offering transit subsidies to employees and transportation demand management programs. The District enforces those measures through a Monitoring and Reporting Schedule (MRS).
- e) The District will notify the local agency when a project's application is deemed complete, and when it is approved. The District will send copies of the preliminary

and finalized MRS to the local agency for voluntary review for consistency with local regulations and programs.

- f) If the local agency, or applicant or district determines that a measure on the MRS is not consistent with local agency regulations and programs, that measure will be removed from the MRS and the project will be re-assessed.
- g) The District will provide a letter of rule compliance status to the local agency upon request.
- h) The ISR Rules and Program does not place any requirements upon the agency.

For more information regarding the Indirect Source Rule, please contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000. The Central Region office in Fresno is leading the ISR enforcement.

37. The developer/applicant shall comply with Ordinance No. 1636 regarding Waste Water Discharge requirements and shall complete and submit the following:

- Wastewater Discharge Permit Application, Part "A", and if monitoring is required, based on the responses to questions in Part "A" of the Wastewater Discharge Permit, then the developer/applicant shall complete and submit the remainder of the application along with the Permit Fee, and provide monitoring facilities to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.

38. The developer/applicant shall install a refuse container enclosure which will accommodate solid waste and recyclable materials removal or collection according to City standards (Sec 13-15). Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct pick up and ADA compliant. The developer/applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.

39. The developer/applicant shall design on-site water systems meeting the requirements of California Plumbing Code and Fire Code. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.

40. Developer/applicant shall comply with City standard for "backflow" prevention pursuant to Resolution No. 9615.

41. The developer/applicant is hereby notified that the installation of an additional water meter servicing the irrigation system would be beneficial for monitoring actual water usage. The City will monitor actual water usage for one year and will bill the owner the impact fees based on the actual water usage.

42. An easement shall be recorded prior to the issuance of the first building permit that provides ingress/egress, parking, trash and connectivity throughout the development. Such an

easement between Parcels 1 and 2 of Parcel Map No. 5097 shall serve as a guarantee for the functionality and circulation of those parcels as proposed. Also, drive aisle between Parcels 1 and 2 of Parcel Map No. 5097 shall be fully developed and provide connectivity from the secondary exit of the mini-storage to the mini-storage main entrance when Parcel 1 is developed.

43. As development of any parcel occurs, all right of way improvements along that parcel's frontage shall be constructed in accordance with the mitigation measures and recommendations of the Ruettgers & Schuler traffic study (2012), as identified in the resolution approving the Mitigated Negative Declaration, prepared pursuant to CEQA. In the event Parcel 3 of Parcel Map No. 5097 should develop prior to Parcel 2, the frontage improvements shall be completed for Parcel 2 at that time. At such time as Parcel 4 of Parcel Map No. 5097 is developed, the off-site improvements extending the eastbound left turn lane on Henderson Avenue shall be constructed. At such time as Parcel 2 is developed, the off-site improvements extending the eastbound left turn lane on Henderson Avenue and the median improvements further west as represented on the modified site plan shall be constructed. In the event Parcel 1 is developed prior to Parcel 2 of Parcel Map No. 5097, the raised median island improvements on Henderson Avenue shall be constructed.
44. Due to potential drainage issues, prior to securing a building permit, a grading sewer and water, and drainage master plan for Parcels 1, 2, 3, and 4 of Parcel Map No. 5097, has been submitted and approval by the City Engineer. As development of the site occurs, the phased master plan shall be implemented as approved by the City Engineer.
45. Prior to issuance of any building permit for the Project, access easements for ingress/egress, parking, and trash pick-up shall be recorded as deemed necessary by the City Engineer and Community Development Director. Copies of the easements shall be provided to the City.
46. The developer/applicant shall comply with the City Master Plans, Standard Specifications for Public Works Construction (2009 Edition), and Standard Plans and Specifications (2007 Edition), except where they are in conflict with the Americans with Disabilities Act and the 2010 California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
47. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant intends to utilize the 10-year development fee payment plan for all fees except school fees pursuant to Resolution 37-2012, adopted April 17, 2012.
48. The developer/applicant shall reimburse the City for constructed frontage improvements along Henderson Avenue in accordance with approved resolutions.
49. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the Henderson Avenue frontage, except where they exist and are in good condition in the opinion of the City Engineer at the time of inspection prior to building permit issuance (Ordinance. No. 1306).

50. The developer/applicant shall construct sidewalk necessary to obtain a width of 9.5 feet along the full frontage of the proposed project.
51. The developer/applicant shall construct drainage facilities as required to serve the property (Ordinance. No. 1306). The parking lot shall be designed to convey water to the City drainage system without crossing driveways.
52. The Porter Slough Ditch runs through this property, requiring piping and reservation of an easement in favor of the irrigation company. Construction of structures within the easement area shall be prohibited.
53. The developer/applicant shall coordinate with the Porterville Irrigation District and City of Porterville regarding potential conflicts with the existing pipeline/open ditch that crosses the property. The Porterville Irrigation District shall specify appropriate pipeline replacement size(s) and materials, should replacement or installation be mandated.
54. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (e.g., foundations, septic tanks, irrigation pipes, etc.).
55. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Department, and providing the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
56. The developer/applicant shall construct the pipe connecting to on-site fire hydrants to City water main standards and shall provide easements for maintenance to the on-site water mains.
57. The developer/applicant dedicated right-of-way for the street width that matches the ultimate width in the adopted Land Use and Circulation Elements that was established by the City Council. Along with dedication of right-of-way adequate for all improvements associated with the project Traffic Study prepared by Ruettggers and Schuler, as well as dedication of property required for ADA ramp(s) (Section 21-23). The developer/applicant shall dedicate required utility easements.
58. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Chapter 18 and Appendix J of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:

- a) Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);
 - b) Soils Report(s) in accordance with Chapter 18 and Appendix J of the California Building Code.
59. Prior to approval of a permit or other grant of approval for development of the property, the developer/applicant shall comply with or provide plans that comply with City Retaining Wall Standards at Lot Lines (adopted by City Council January 3, 1989).
60. The developer/applicant shall move existing utility structures, if any, that are in conflict with the project driveways and associated transitional traffic lanes (for example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 OSA).
61. Concurrent with issuance of building permits and construction of any improvements on a parcel, the developer/applicant shall have constructed, or pay fees for, street lights on Marbelite poles complying with Southern California Edison Company specifications, as approved by the City Engineer. Use of wood poles is prohibited without prior written approval of the City Engineer.
62. The developer/applicant shall construct a City standard barricade or wall at the end of all dead-end streets or drive aisles, with the exception of Fairhaven Avenue, where an emergency access gate shall be constructed and keyed with a Knox box padlock.
63. The project must comply with latest applicable codes.
64. Based on the occupancy classification, a fire alarm and/or an automatic sprinkler system may be required.
65. When a sprinkler system is required all valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically monitored where the number of sprinklers is more than 20.
66. For automatic sprinkler systems, underground plans must be submitted with above ground plans. A hydrant will be required within 50 feet of the Fire Department connection.
67. When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
68. Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the Fire Department prior to any combustibles being brought onto the site.

69. The City will test and maintain all fire hydrants in the City whether on private property or not. An "easement" is required from the owner.
70. Fire hydrant spacing shall be as follows:
- In Residential development, one hydrant shall be installed at 500-foot intervals; in Commercial development, one hydrant shall be installed at 300-foot intervals, or as required by Appendix C California Fire Code.
71. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building constructed or moved onto or within the city of Porterville. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility. All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.
72. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City Standards.
73. Project must meet minimum fire flow requirements per the table in Appendix B & C of the California Fire Code.
74. Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code Section 22500.1.
75. A Knox box will be required. A "Grand Master" key that opens all locked areas will also be required and placed inside the Knox box. Knox box ordering may be accomplished online at www.knoxbox.com.

PASSED, APPROVED AND ADOPTED this 17th day of March 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

THE VINCENT COMPANY

ARCHITECTS, INC.
1500 West Shaw, Ste. 304
Fresno, California 93711
Phone: 559.225.2602

Revisions
Date

PROPOSED DEVELOPMENT FOR:
HENDERSON VILLAGE
WEST HENDERSON AND NORTH NEWCOMB
PORTERVILLE, CALIFORNIA



Revisions
Date

DESIGN REVIEW
PLAN CHECK
BACK CHECK
PERMITS
CONSTRUCTION
AS BUILT

All drawings and written material appearing herein constitute original work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

Reference North

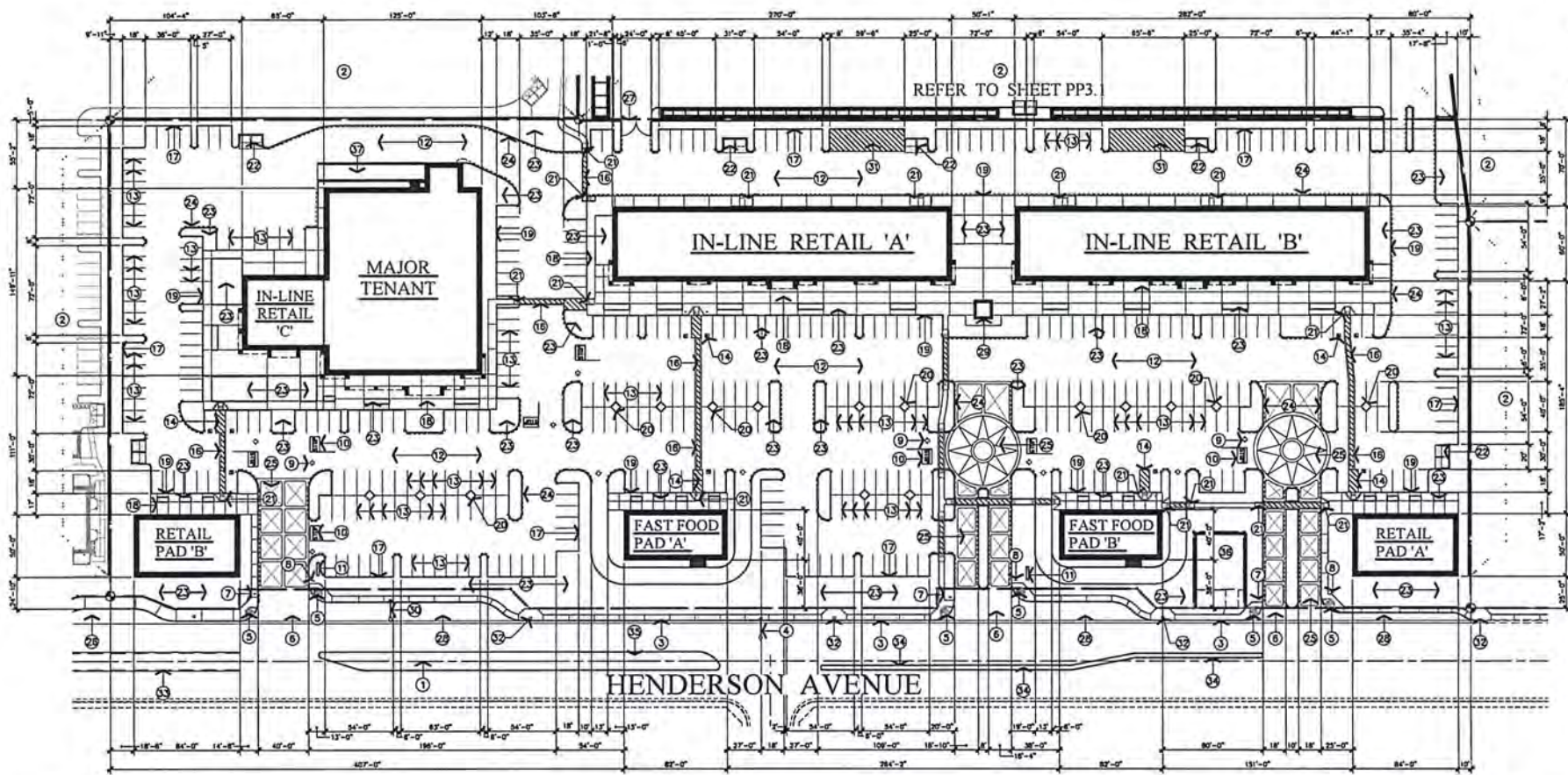
Scale: 1" = 40'-0"

Project Name: HENDERSON VILLAGE
PORTERVILLE, CA

Project Number: 100818
Plot Date: 03.03.19
Sheet Number:

PP2.1

EXHIBIT B



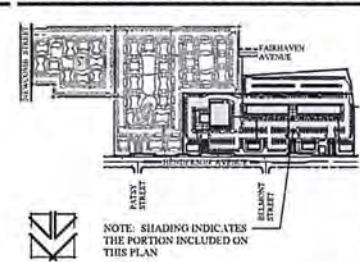
STATISTICS

PROPOSED USE(S)	NEIGHBORHOOD RETAIL, SALES, FAST FOOD WITH DRIVE THROUGH, FINANCIAL
PROJECT ZONING	CMX
SITE AREA(S)	145,071 S.F. (3.33 ACRES)
SITE COVERAGES	1. COMMERCIAL/ RETAIL 71,310 S.F. (1.62)
	2. BUILDING AREA 328,903 S.F. (7.51)
	3. PAVED AREA 131,808 S.F. (3.01)
	4. LANDSCAPE AREA 131,808 S.F. (3.01)
BUILDING AREA/CALCULATIONS	
A.	
1. RETAIL PAD 'A'	4,200 S.F.
2. RETAIL PAD 'B'	4,200 S.F.
3. FAST FOOD PAD 'A'	3,270 S.F.
4. FAST FOOD PAD 'B'	3,270 S.F.
5. IN-LINE RETAIL PAD 'A'	18,200 S.F.
6. IN-LINE RETAIL PAD 'B'	18,200 S.F.
7. MAJOR TENANT	18,200 S.F.
8. IN-LINE RETAIL 'C'	3,200 S.F.
9. TOTAL COMMERCIAL/ RETAIL	71,310 S.F.
PARKING REQUIRED	
A.	
COMMERCIAL/ RETAIL	350 STALLS
1. RETAIL PAD 'A'	85 STALLS
2. RETAIL PAD 'B'	85 STALLS
3. FAST FOOD PAD 'A'	35 STALLS
4. FAST FOOD PAD 'B'	35 STALLS
5. IN-LINE RETAIL PAD 'A'	8 STALLS
6. IN-LINE RETAIL PAD 'B'	8 STALLS
7. MAJOR TENANT	8 STALLS
8. IN-LINE RETAIL 'C'	8 STALLS
PARKING PROVIDED	
A.	
COMMERCIAL/ RETAIL	429 STALLS
1. RETAIL PAD 'A'	10 STALLS
2. RETAIL PAD 'B'	10 STALLS
3. FAST FOOD PAD 'A'	10 STALLS
4. FAST FOOD PAD 'B'	10 STALLS
5. IN-LINE RETAIL PAD 'A'	10 STALLS
6. IN-LINE RETAIL PAD 'B'	10 STALLS
7. MAJOR TENANT	10 STALLS
8. IN-LINE RETAIL 'C'	10 STALLS
LOADING ZONES	2 ZONES

KEYNOTES

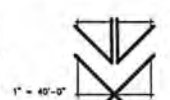
- INDICATES CENTERLINE OF THE STREET.
- INSTALL 8'-0" HIGH SOLID GRADE REINFORCED CONCRETE MASONRY WALL AT PROPERTY LINE/ TYPICAL.
- EXISTING CONCRETE CURB, GUTTER, INSTALL 8'-0" WIDE CONCRETE WALK FOR EXISTING STREET FRONTAGE FOR CITY OF PORTERVILLE PUBLIC WORKS STANDARDS TO REMAIN.
- EXISTING STREET LIGHTS INSTALLED PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS TO REMAIN.
- INSTALL ACCESSIBLE OFF-BITE CURB RAMP WITH TRUNCATED DOMES PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INSTALL COMMERCIAL STREET-TYPE APPROACHES FOR CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INDICATES LOCATION OF 30" STATE STANDARD "STOP" SIGN(S) SHALL BE MOUNTED ON A 2 HIGH DOWEL CALVANEED POST WITH THE BOTTOM OF THE SIGN 7'-0" ABOVE GROUND AND LOCATED BEHIND CURB AND IMMEDIATELY BEHIND MAJOR STREET SIDEWALK/ TYPICAL.
- INDICATES LOCATION OF 12" X 12" (MINIMUM) PARKING FOR PERSONS WITH DISABILITIES ONLY SIGNAGE AT OFF-STREET ENTRANCES TO PROPERTY.
- INDICATES LOCATION OF NEW PAINTED TRAFFIC DIRECTIONAL ARROWS PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INDICATES LOCATION OF NEW PAINTED TRAFFIC SQUARE PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INDICATES LOCATION OF PROPOSED POLE MOUNTED PROJECT SIGN (TO BE REVIEWED AND APPROVED UNDER SEPARATE PERMITS). COORDINATE INSTALLATION OF POWER SUPPLY TO THIS LOCATION WITH THE ELECTRICAL SITE PLAN/ TYPICAL.
- ASPHALTIC CONCRETE PAVING OVER CLASS 4 AGGREGATE BASE OVER NATIVE SOIL COMPACTED TO 90%. COORDINATE PAVING SECTIONS WITH GRADING AND DRAINAGE PLAN AND PROJECT SOILS REPORT/ TYPICAL.
- INSTALL 4 HIGH WIDE WHITE PAINTED STRIPING PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- 8'-0" WIDE DISABLED ACCESSIBLE UNLOADING SPACE WITH RAMP ACCESS TO WALKWAY/ TYPICAL.
- 5'-0" WIDE DISABLED ACCESSIBLE UNLOADING SPACE WITH WHEELCHAIR RAMP ACCESS TO WALKWAY/ TYPICAL.
- INSTALL 4'-0" WIDE PAINTED CROSSWALK WITH 24 MAXIMUM SLOPE AND 24 MAXIMUM CROSS SLOPE/ TYPICAL.
- INDICATES LOCATION OF 8 INCH CONTINUOUS CURB/ TYPICAL.
- INDICATES NEW 4 INCH THICK CONCRETE WALK WITH NON-SLIP FINISH PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INDICATES LOCATION OF 8 INCH CONTINUOUS CURB WITH INTEGRAL WALKWAY/ TYPICAL.
- COORDINATE WORK AT TREE WELLS WITH THE LANDSCAPE PLAN/ TYPICAL.
- INSTALL ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES/ TYPICAL.
- INDICATES LOCATION OF 8'-0" HIGH CONCRETE MASONRY TRASH ENCLOSURE WITH STUCCO FINISH TO MATCH THE ADJACENT BUILDING. PROVIDE (2) 8'-0" HIGH STEEL FRAME GATES WITH CORRUGATED DECKING AT OPENING/ TYPICAL.
- LANDSCAPE AREAS). COORDINATE THE WORK WITH THE LANDSCAPE PLAN/ TYPICAL.
- DASHED LINE INDICATES LOCATION(S) OF CURBS TO BE PAINTED RED AND MARKED "NO PARKING". LETTERS SHALL BE WHITE, 3 INCHES HIGH AND SPACED AT 50'-0" ON-CENTER PER CITY OF PORTERVILLE FIRE DEPARTMENT STANDARDS/ TYPICAL.
- INDICATES LOCATION OF COLORED CONCRETE ACCENT PAVING WITH TOILED JOINT PATTERN AS INDICATED. COORDINATE INSTALLATION WITH THE GRADING AND DRAINAGE PLAN/ TYPICAL.
- INSTALL BUS TURN-OUT PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS. PROVIDE DEDICATION TO THE CITY AS REQUIRED FOR THE INSTALLATION.
- INDICATES LOCATION OF 30'-0" WIDE x 8'-0" HIGH CORRUGATED STEEL EMERGENCY VEHICLE ACCESS ONLY GATE(S). INSTALLATION SHALL COMPLY WITH CITY OF PORTERVILLE PUBLIC WORKS AND FIRE DEPARTMENT REQUIREMENTS/ TYPICAL.
- INSTALL RIGHT-TURN LANE PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS. PROVIDE DEDICATION TO THE CITY AS REQUIRED FOR THE INSTALLATION.
- COORDINATE THE INSTALLATION OF THE TREE-STANDING CLOCK TOWER WITH THE EXISTING ELEVATIONS.
- EXISTING STREET LIGHT TO BE RELOCATED/ TYPICAL.
- INDICATES THE LOCATION OF COMMERCIAL LOADING ZONE PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS.
- INDICATES THE LOCATION OF EXISTING POWER POLE TO REMAIN.
- INSTALL PAINTED MEDIAN FOR LEFT-TURN ACCESS PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS.
- INSTALL MEDIAN ISLAND WITH LEFT-TURN POCKET PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS.
- EXISTING CITY OF PORTERVILLE WATER WELL SITE.
- INDICATES LOCATION OF RECESSED LOADING DOOR FOR MAJOR TENANT.

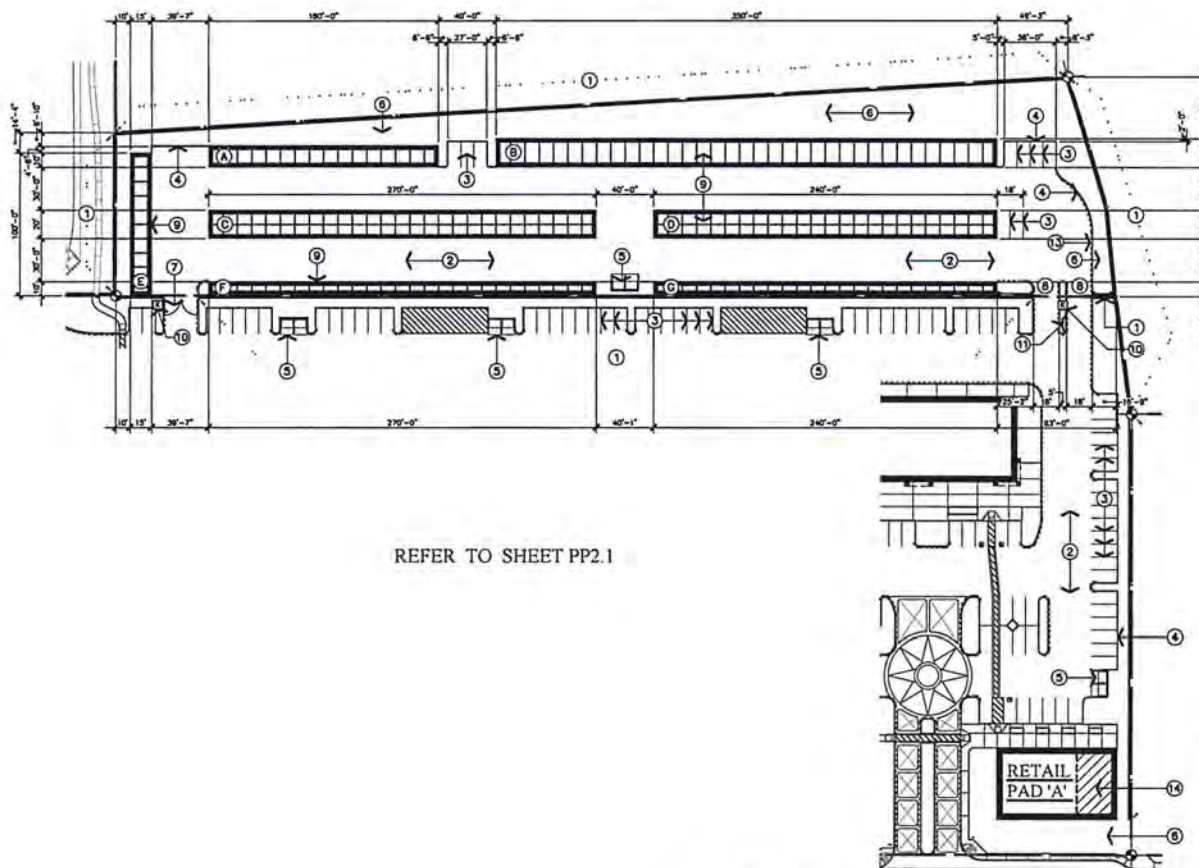
REFERENCE PLAN



NOTE: SHADING INDICATES THE PORTION INCLUDED ON THIS PLAN

RETAIL CENTER SITE PLAN





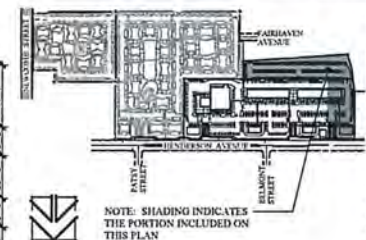
REFER TO SHEET PP2.1

SELF STORAGE SITE PLAN

1" = 40'-0"



REFERENCE PLAN



STATISTICS

PROPOSED USE		NEIGHBORHOOD SELF STORAGE
PROJECT ZONING		DM
SITE AREA		92,618 S.F. (2.13 ACRES)
SITE COVERAGES		
a.	BUILDING AREA	29,200 S.F. (28.30)
b.	PAVED AREA	44,159 S.F. (42.70)
c.	LANDSCAPE AREA	23,257 S.F. (22.60)
BUILDING AREA(S)		
STORAGE BUILDING		
BUILDING	SIZE/UNIT SIZE	NO. OF UNITS BUILDING AREA
A	10 x 15	16 2,400 S.F.
B	10 x 20	30 7,000 S.F.
C	10 x 10	24 5,400 S.F.
D	10 x 10	48 4,800 S.F.
E	10 x 10	10 1,500 S.F.
F	10 x 10	27 3,700 S.F.
G	10 x 10	24 2,400 S.F.
TOTAL UNITS/AREA		214 UNITS 28,200 S.F.
PARKING REQUIREMENTS		
A. 1 STALL / 75 UNITS		3 STALLS
B. TOTAL STALLS REQUIRED		3 STALLS
PARKING PROVIDED		
A. OPEN STALLS		8 STALLS
B. ACCESSIBLE STALLS		N/A

KEYNOTES

- INSTALL 6'-0" HIGH SOLID GROUTED REINFORCED CONCRETE MASONRY WALL AT PROPERTY LINE/ TYPICAL.
- ASPHALTIC CONCRETE PAVING OVER CLASS II AGGREGATE BASE OVER NATIVE SOIL, COMPACTED TO SUB. COORDINATE PAVING SECTIONS WITH GRADING AND DRAINAGE PLAN AND PROJECT SOILS REPORT/ TYPICAL.
- INSTALL 4" HIGH RISE WHITE PAINTED STEEL STALL STOPPING PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS/ TYPICAL.
- INDICATES LOCATION OF 8" HIGH CONTINUOUS CURB/ TYPICAL.
- INDICATES LOCATION OF 6'-0" HIGH CONCRETE MASONRY TRASH ENCLOSURE WITH STUCCO FINISH TO MATCH THE ADJACENT BUILDING PROVIDE (2) 8'-0" HIGH STEEL FRAME GATES WITH CORRUGATED DOCKING AT OPENING/ TYPICAL.
- INDICATES THE LOCATION OF 8'-0" HIGH STEEL GATES WITH CORRUGATED DOCKING AT OPENING/ TYPICAL.
- INDICATES THE LOCATION OF 8'-0" HIGH STEEL GATES WITH CORRUGATED DOCKING AT OPENING/ TYPICAL.
- INDICATES THE LOCATION OF 8'-0" HIGH STEEL GATES WITH CORRUGATED DOCKING AT OPENING/ TYPICAL.
- INDICATES THE LOCATION OF 8'-0" HIGH STEEL GATES WITH CORRUGATED DOCKING AT OPENING/ TYPICAL.
- INSTALL "YOND" BOX AT ENTRANCE GATES PER CITY OF PORTERVILLE FIRE DEPARTMENT REQUIREMENTS.
- INDICATES THE LOCATION OF PEDESTAL MOUNTED GATE CONTROLLER/ TYPICAL.
- INDICATES THE LOCATION OF COMMERCIAL LOADING ZONE PER CITY OF PORTERVILLE PUBLIC WORKS STANDARDS.
- DASHED LINE INDICATES LOCATION OF CURBS TO BE PAINTED RED AND MARKED "TRUCK LANE - NO PARKING". LETTERS SHALL BE WHITE, 3 INCHES HIGH AND SPACED AT 30'-0" ON-CENTER PER CITY OF PORTERVILLE FIRE DEPARTMENT STANDARDS/ TYPICAL.
- HATCHING INDICATES THE LOCATION OF SELF-STORAGE LEASING/ MANAGEMENT OFFICES.

T H E VINCENT COMPANY

ARCHITECTS, INC.
1500 West Shaw, Ste. 304
Fresno, California 93711
Phone: 559.225.9602

Reference _____
Date _____

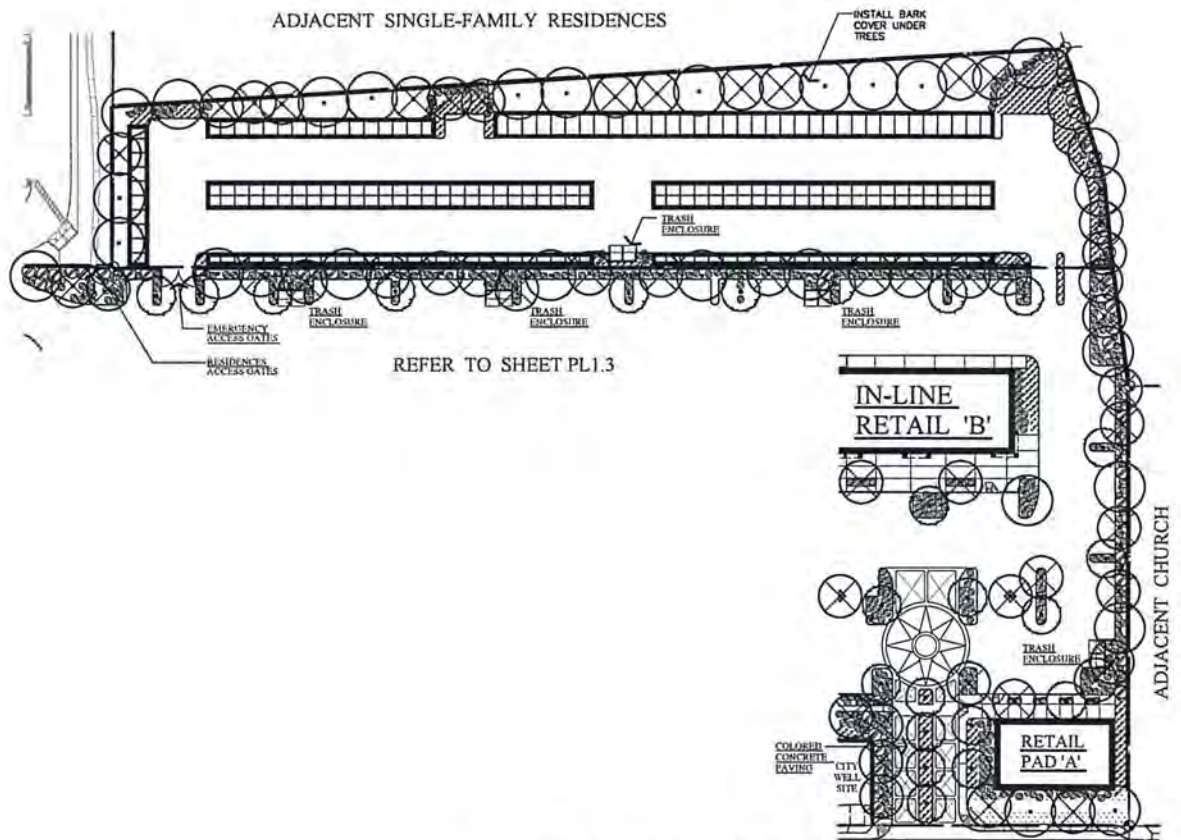
PROPOSED DEVELOPMENT FOR:
**HENDERSON
VILLAGE**
WEST HENDERSON AND NORTH NEWCOMB
PORTERVILLE, CALIFORNIA



Revisions _____
Date _____
DESIGN REVIEW _____
PLAN CHECK _____
BACK CHECK _____
PERMITS _____
CONSTRUCTION _____
AS BUILT _____
All drawings and written material appearing herein constitute original work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

Reference from _____
Scale: 1" = 40'-0"
Project Name: HENDERSON VILLAGE
PORTERVILLE, CA
Project Number: 140819
Plot Date: 03.05.15
Sheet Number: _____

PP3.1
OF 1 Sheets



SELF STORAGE CONCEPT LANDSCAPE PLAN

1" = 40'-0"



LANDSCAPE NOTES T H E

VINCENT
COMPANY

1500 West Shaw, Ste. 304
Fresno, California 93711

Phone: 559.225.2602

- LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR SUBMISSION OF IRRIGATION PLANS TO THE ARCHITECT AND CITY OF PORTERVILLE. BUILDING AND INSPECTION DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. LOCATION AND TYPE OF ALL HEADS, LOCATION, MATERIALS AND SIZE OF ALL WATER LINES AND CALCULATION VERIFYING ADEQUACY OF WATER SUPPLY.
- PLANTING SHALL BE PERFORMED BY WORKMAN FAMILIAR WITH PLANTING PROCEDURES UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. THE PLANTING FOREMAN SHALL BE ON-SITE AT ALL TIMES WHICH PLANTING IS IN PROGRESS.
- PLANTS SHALL BE NURSERY GROWN, TYPICAL OF THEIR SPECIES AND VARIETY, AND SHALL BE FREE FROM DEFECTS AND INJURIES. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH AHS 250.1-1988 "AMERICAN STANDARD FOR NURSERY STOCK".
- LAWN SEED SHALL BE FRESH STOCK, 93% PURE LIVE SEED BY WEIGHT. SEED SHALL PASS A GERMINATING TEST WITH 80% GERMINATION.
- LARGE TREES SHALL BE PLANTED FIRST. SHRUB PLANTING SHALL BE COMPLETED BEFORE GROUND COVER AND LAWN AREAS ARE PLANTED.
- ALL TREES, PLANTS AND SHRUBS PROVIDED UNDER THIS CONTRACT SHALL BE IN GOOD HEALTHY AND FLOURISHING CONDITION ONE GROWING YEAR FROM DATE OF ACCEPTANCE. EXCEPT FOR LOSS BEYOND CONTROL OF CONTRACTOR, REPLACEMENT OF TREES AND PLANTS OF COMPARABLE QUALITY AND SIZE SHALL BE MADE BY THE CONTRACTOR.
- EXTRA CARE SHALL BE TAKEN TO PRESERVE EXISTING NATURAL LANDSCAPING. ANY PLANT MATERIAL DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH NEW MATERIAL OF LIKE MATURITY AND QUALITY.
- ALL LANDSCAPING SHALL BE IN PLACE PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- NO EXPOSED UTILITY BOXES, TRANSFORMERS, METERS, PIPING (EXCEPTING THE BACKFLOW PREVENTION DEVICES ETC.) ARE ALLOWED TO BE LOCATED IN THE LANDSCAPED AREAS OR SIDEWALKS OR ON THE STREET FRONTS OF THE BUILDING. ALL EXPOSURES, ETC., ARE TO BE SHOWN ON THE SITE PLAN. THE BACKFLOW PREVENTION DEVICES SHALL BE COVERED BY LANDSCAPING OR OTHER SUCH MEANS AS MAY BE APPROVED.
- TREES SHALL BE MAINTAINED IN GOOD HEALTH. HOWEVER, TREES MAY NOT BE THINNED OR PRUNED TO REDUCE THE NATURAL HEIGHT OR OVERALL CROWN OF THE TREE, EXCEPT AS NECESSARY FOR THE HEALTH OF THE TREE AND PUBLIC SAFETY, OR AS MAY BE OTHERWISE APPROVED BY THE PUBLIC WORKS DEPARTMENT.
- PRIOR TO FINAL INSPECTION, A WRITTEN CERTIFICATION, SIGNED BY A LANDSCAPE PROFESSIONAL APPROVED BY THE DIRECTOR, SHALL BE SUBMITTED STATING THAT THE REQUIRED LANDSCAPING AND IRRIGATION SYSTEM WAS INSTALLED IN ACCORDANCE WITH THE LANDSCAPE AND IRRIGATION PLANS APPROVED BY THE PLANNING DIVISION, DEVELOPMENT DEPARTMENT.

SYMBOLS



STREET TREES
SIZES TO BE SELECTED BY THE CITY OF
PORTERVILLE PUBLIC WORKS DEPARTMENT



LARGE TREES (40'-45' FOOT CANOPY)
SELECTED FROM THE LIST OF PROPOSED
PLANT MATERIALS



MEDIUM TREES (24'-30' FOOT CANOPY)
SELECTED FROM THE LIST OF PROPOSED
PLANT MATERIALS



SMALL TREES (20'-25' FOOT CANOPY)
SELECTED FROM THE LIST OF PROPOSED
PLANT MATERIALS



SHRUBS/PERENNIALS
SELECTED FROM THE LIST OF PROPOSED
PLANT MATERIALS



GROUND COVER/LANDSCAPING
SELECTED FROM THE LIST OF PROPOSED
PLANT MATERIALS



LAWN

PLANT MATERIALS

THE FOLLOWING IS A PROPOSED LIST OF PLANT MATERIALS TO BE UTILIZED ON THIS PROJECT. FINAL SELECTIONS AND PLACEMENT WILL BE PROVIDED WITH THE SUBMITTAL OF FINAL LANDSCAPE PLANS PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

TREES	
15 GAL	18" D.C. EUCALYPTUS GLOBULIFLORUS 'NIGRA' (BLACK HOLE BARK)
10 GAL	12" D.C. LARODENDRON INDICA (ORIENTAL WHITEBARK)
15 GAL	18" D.C. PINUS CANARIENSIS (CANARY ISLAND PINE)
10 GAL	30" D.C. CITRUS CALEPULCRA (LARGEST PINE)
15 GAL	30" D.C. PINUS HALEPENSIS (ALPINE PINE)
15 GAL	30" D.C. PETRAEUS CHINENSIS (CHINESE PETAL)
10 GAL	18" D.C. SEQUOIA SEMPERVIRENS (COAST REDWOOD)
15 GAL	18" D.C. PRUNUS CERASIFERA 'ATROPURPUREA' (PURPLE LEAF PLUM)
SHRUBS	
1 GAL	18" D.C. AGAPANTHUS AFRICANUS (LILY OF THE Nile)
3 GAL	36" D.C. ASPARAGUS SPRENGER (SPRENGER ASPARAGUS)
3 GAL	36" D.C. AZALEA SOUTHERN INDICA (SUN AZALEA)
3 GAL	36" D.C. CAMELLIA SERRATA (SUN CAMELLIA)
1 GAL	20" D.C. FIGUS PUMILA (CREeping FIG VINE)
3 GAL	36" D.C. GAMPULUS CHRYSAETHENOIDES (NO COMMON NAME)
3 GAL	36" D.C. JAPANESE SAKURA TAMARISCUS (JAPANESE TAMARISK)
3 GAL	36" D.C. MANHATTAN AQUILULUM (CHINESE GRAPE)
3 GAL	36" D.C. NERANDEA DOMESTICA (NORWICH SPURDO)
3 GAL	72" D.C. PHOTODIA FRAXIN (PHOTODIA)
3 GAL	72" D.C. PYTHOSPORUM TOBIRA (TOBIRA)
3 GAL	36" D.C. RHAPHANOPHYS INDICA ROSEA (INDIAN HARTHORN)
3 GAL	36" D.C. ROSEMARY OFFICINALIS (ROSEMARY)
3 GAL	36" D.C. TRACHELOSPERMUM JAGHMOIDES (STAR JASMINE)
3 GAL	72" D.C. XANTHODIA CONGESTUM (SHINY YLIDIA)

GROUND COVER/LANDSCAPING

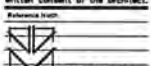
PLATS	12" D.C. HYPERICUM CALYSHAW (AMONG BEARS)
PLATS	12" D.C. GAZANIA 'TOMMY HORN' (TRAILING GAZANIA)
PLATS	12" D.C. VIOXA MINOR (DWARF POTTENKILL)
PLATS	12" D.C. ANNUALS (PETUNIAS, MIMUS AND DWARF MARIGOLDS)

PROPOSED DEVELOPMENT FOR:
HENDERSON VILLAGE
WEST HENDERSON AND NORTH NEWCOMB
PORTERVILLE, CALIFORNIA



Revisions
☒ DESIGN REVIEW
☐ PLAN CHECK
☐ BACK CHECK
☐ PERMITS
☐ CONSTRUCTION

AS DRAWING WERE PREPARED BY ARCHITECT, ANY CHANGES TO BE MADE BY ARCHITECT OR HIS REPRESENTATIVE. ANY CHANGES TO BE MADE BY ARCHITECT OR HIS REPRESENTATIVE SHALL BE MADE BY ARCHITECT OR HIS REPRESENTATIVE. ANY CHANGES TO BE MADE BY ARCHITECT OR HIS REPRESENTATIVE SHALL BE MADE BY ARCHITECT OR HIS REPRESENTATIVE.



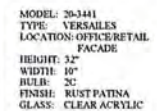
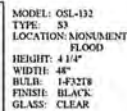
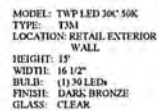
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 Project Name: HENDERSON VILLAGE
 Project Number: 1458.18
 Plot Date: 03.01.19

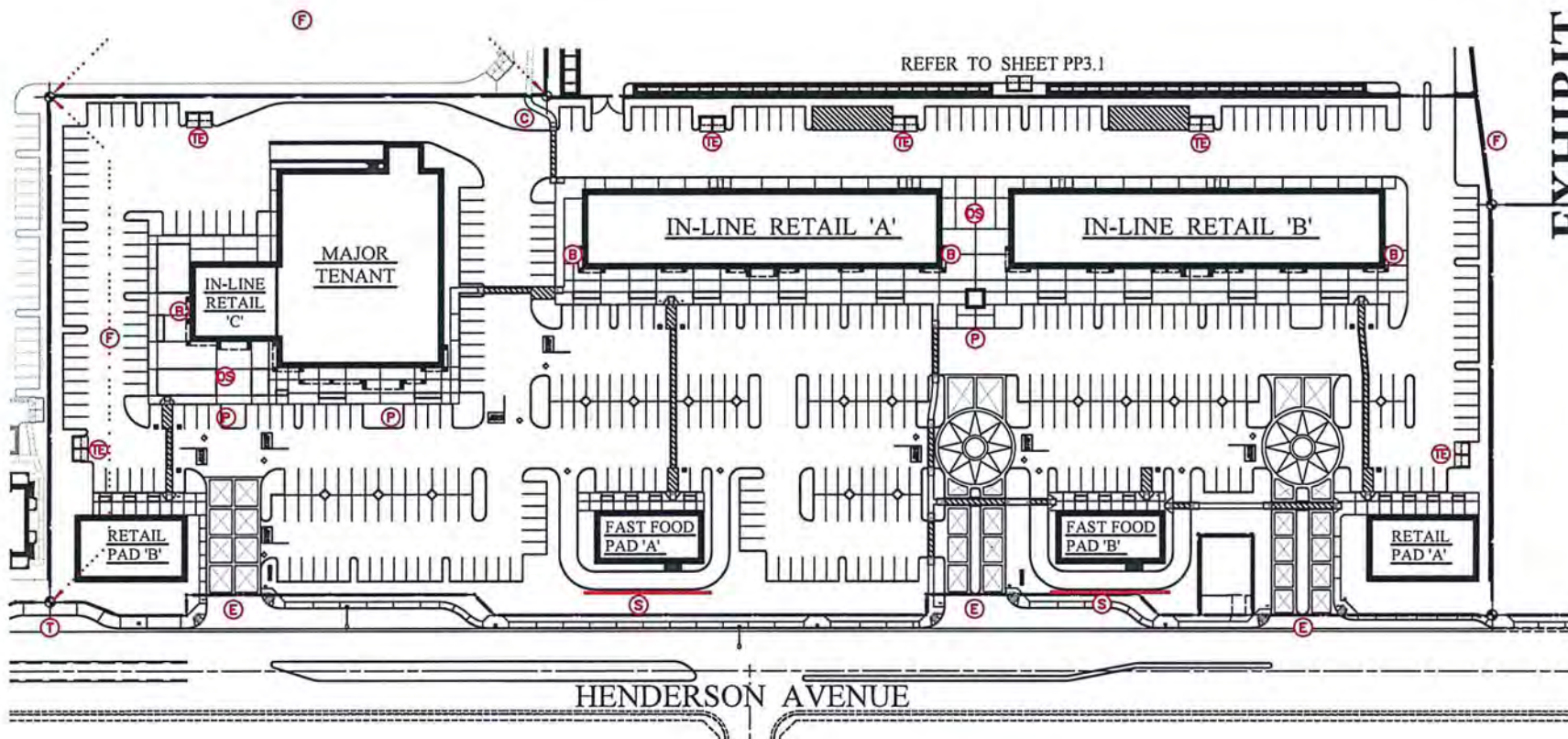
Sheet Number: 1458.18

PL1.4



COMMERCIAL EXTERIOR LIGHTING





LEGEND:

- | | | | |
|------|--|------|---|
| (B) | BICYCLE PARKING AREAS | (P) | ENTRANCE PLAZA/
PASSENGER LOADING AREA
WITH LANDSCAPE FEATURES
AND VISITOR SEATING |
| (C) | COMMUNITY ACCESS TO ADJACENT
SUBDIVISION | (S) | SCREENING OF DRIVE-THROUGH
FACILITIES WITH WALLS AND
BERMS |
| (E) | SITE ENTRANCE FEATURE | (T) | TRANSIT STOP |
| (F) | 6'-0" HIGH CONCRETE MASONRY
FENCE WHERE ADJACENT TO
RESIDENTIAL USES | (TE) | TRASH ENCLOSURE |
| (OS) | OUTDOOR OPEN SPACE
(947 S.F. PROVIDED) | | |

AMENITIES
SITE PLAN 1" = 40'-0"



EXHIBIT I

THE
VINCENT
COMPANY
ARCHITECTS, INC.
1500 West Shaw, Ste. 3C
Fresno, California 93711
Phone: 559.225.2602

Revisions	Date

PROPOSED DEVELOPMENT FOR:
**HENDERSON
VILLAGE**
WEST HENDERSON AND NORTH NEWCOMB
APRIL 2015



Inspection	Date
DESIGN REVIEW	
PLAN CHECK	
BACK CHECK	
PERMITS	
CONSTRUCTION	
AS BUILT	
All drawings and written material appearing herein constitute original work of the architect and may not be reproduced, used, or otherwise written consent of the architect.	
Reference North	
Scale	
Project Name HENDERSON VILLAGE	
Project Number 140819	
TND Date	
Sheet Number	
CA	Sheet

DATE: _____
BY: _____
CHECKED: _____
APPROVED: _____

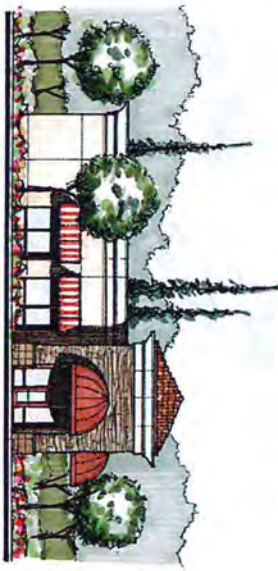
PROPOSED DEVELOPMENT FOR:
**HENDERSON
VILLAGE**
WEST HENDERSON AND NORTH NEWCOMB
PORTERVILLE, CALIFORNIA



DATE: _____
BY: _____
CHECKED: _____
APPROVED: _____



Project Name: HENDERSON VILLAGE
Client: VINCENT COMPANY
Address: 1500 West Shaw, Ste. 304
Fresno, California 93711
Phone: 559 225-2602



PUBLIC HEARING

SUBJECT: ADOPTION OF AMENDMENTS TO THE CITY'S URBAN WATER MANAGEMENT PLAN

SOURCE: Public Works Department - Field Services Division

COMMENT: The Urban Water Management Plan (UWMP) is a requirement of the Urban Water Management Planning Act (UWMPA) (Division 6, Part 2.6 of the California Water Code (CWC) §10610-10656). The UWMPs must be submitted to the Department of Water Resources (DWR). The submittal is required to meet the requirements of the UWMPA, including the most current amendments that have been made. The UWMPA applies to urban water suppliers with 3,000 or more connections being served or supplying more than 3,000 acre-feet (AF) of water annually.

UWMPs are required of the state's urban water suppliers in an effort to assist their resource planning and to ensure adequate water supplies are available for future use. A secondary purpose of the UWMP is to provide for a plan or series of plans during water drought situations. This plan was prepared according to the requirements of the CWC, UWMPA and the UWMP Guidebook 2010.

The City of Porterville adopted the 2010 UWMP update on August 19, 2014. As required, the Plan was reviewed by DWR, and during the review it was determined that the City services a larger population outside the City limits than was stated in the original UWMP. As a result, the total population served by the City increased from 59,650 to 61,946. DWR has reviewed the amended Sections 3.2 Service Area Population through Section 4.2.3 Summary Baseline and Targets and will formally approve the plan once adopted by Council.

Staff's recommendation is to open the public hearing, receive comments, and adopt the amended portion of the 2010 updated UWMP.

RECOMMENDATION: That City Council:

1. Conduct a public hearing and adopt the amendments to Section 3.2 Service Area Population through Section 4.2.3 Summary of Baseline and Targets in the approved UWMP;
2. Submit the amended UWMP to the DWR, the California State Library, and the County; and
3. Make the amended UWMP available to the public for review within 30 days after filing a copy of the plan with the DWR.

ATTACHMENT: Amended Section 3.2 – Section 4.2.3 of the 2010 Urban Water Management Plan.

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DIR

MR
APWD

APPROPRIATED/FUNDED

MP

CM

J

ITEM NO.

25

3.2 Service Area Population

Legal Requirements:

§10631(a) (Describe the service area) current and projected population...The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier...

§10631(a) ... (population projections) shall be in five-year increments to 20 years or as far as data is available.

§10631(a) Describe...other demographic factors affecting the supplier's water management planning.

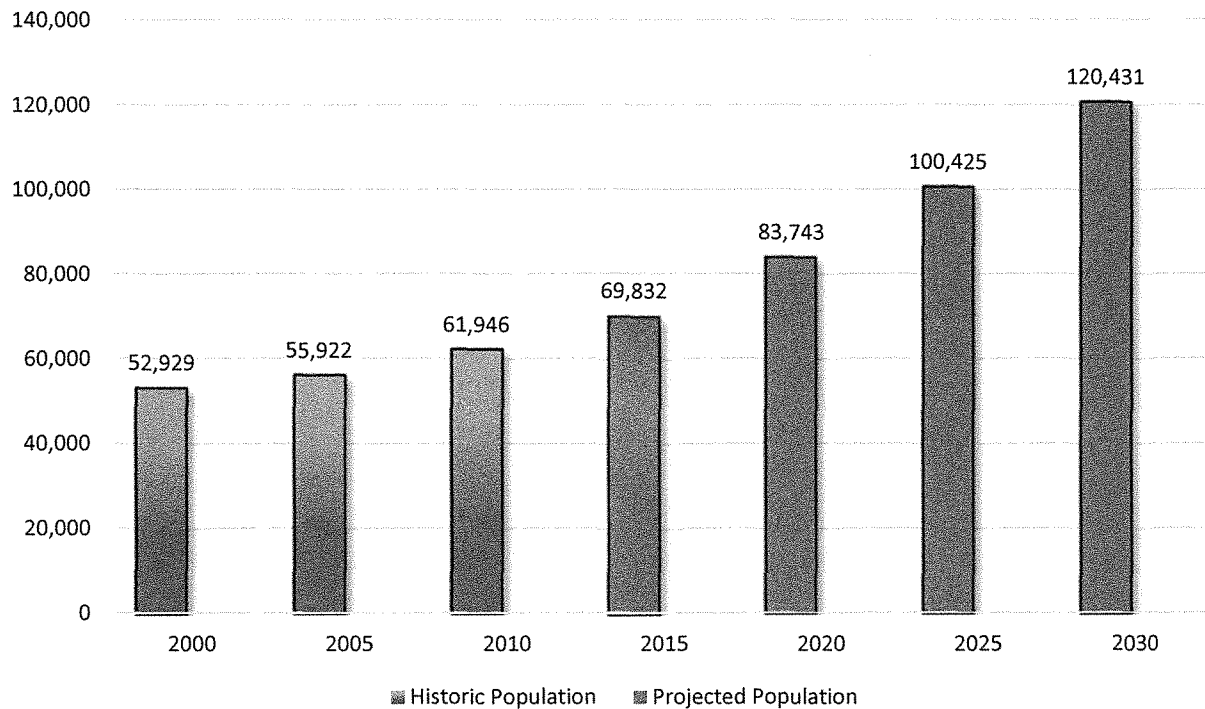
Over the past 30 years, the city of Porterville's population has grown at an average annual rate of 3.7 percent. However, the city's population growth has slowed to an average annual rate of 2.8 percent over the past 15 years. According to the 2010 Census, the city currently has a population of 54,165. Water service is provided to an additional population outside of the city limits of about 7,781 in 2010, for a total 2010 population of 61,946. Buildout according to the 2008 General Plan would accommodate a population of 107,300 residents in the Planning Area through year 2030. However, based on the 2010 population of 54,165, and maintaining the projected annual population growth rate of 3.7 percent, as contemplated in the General Plan, the projected 2030 population is 120,431.

Table 3-3: Service Population – Current and Projected

(UWMPGB Table 2)

	2010	2015	2020	2025	2030
Service area population¹	61,946 ²	69,832 ³	83,743 ³	100,425 ³	120,431 ³
¹ Service area population is defined as the population served by the distribution system.					
² Source: Census (2010) plus population outside of city limits.					
³ Population projections based on 3.7% annual increase (City of Porterville General Plan).					



Figure 3-2: Population – Historical and Projected

The current 2010 city of Porterville population is 54,165 persons in a gross area of 11,270 acres. That equates to an average density of 4.8 persons per gross acre, within the city limits. The current 2010 population between the city limits and the proposed Urban Development Boundary (UDB) is 7,781 persons within 4,900 acres. The service area population includes; city population and population within the UDB outside of city limits, for a total 2010 service population of 61,946. Please see the link below to view city limits and service area.

[http://www.ci.porterville.ca.us/depts/FieldServices/webmap/COP UWMP Service Area Webmap/index.html](http://www.ci.porterville.ca.us/depts/FieldServices/webmap/COP_UWMP_Service_Area_Webmap/index.html)



4 SYSTEM DEMANDS

4.1 Historical Water Use

Water demands within the City's service area are largely residential, with commercial, industrial, institutional, and City-related consumption accounting for approximately 25% of the total water demand (Water Master Plan 2001). As of 2010, the City has 14,746 metered services, which is 97% of the total service connections.

In 2010, the City produced 12,380 AF (4,034,035,380 gallons) of water from groundwater supplies to serve a population of about 61,946. **Table 4-1** details the actual water deliveries for 2005 in terms of metered versus unmetered services.

The city's water use increased in a fairly linear fashion through 2007. Beginning in 2008, water use began to decline due to economic conditions and water conservation measures. It is anticipated that overall use will continue to increase, but at a slower pace due to growth policies and conservation measures being implemented.

Table 4-1: Water Deliveries – 2005

(UWMPGB Table 3)

	2005				
	Metered		Not metered		Total
Water use sectors	# of accounts	Volume	# of accounts	Volume ³	Volume
Single-family	11,907	6,903	449	413	7,316
Multi-family	800	1,296	6	14	1,310
Commercial/Institutional	1,086	2,119	4	12	2,132
Industrial	22	177			177
Landscape Irrigation	2	48			48
Other	156	599			599
Agricultural Irrigation					0
System Losses ^{1,2}				610	610
Total	13,953	11,142	459	1,049	12,191

Units: acre-feet per year

1. Unaccounted for system losses are estimated to be five percent of total production.

2. System losses may include leaks, flushing, fires, flow testing, backflushing, etc.

3. Volumes for unmetered connections are estimated based on the total volume less the metered volume and system losses, and the number of unmetered connections for each water use sector.

Approximately 97 percent of the city of Porterville and surrounding communities served by the City water supply system are metered. All new construction will be metered, and meters may be installed on existing unmetered service connections at the request of the customer. There is no proactive system in place to retrofit the remaining unmetered services with meters at this time.



4.2 Baselines and Targets

Legal Requirements:

§10608.20(e) An urban retail water supplier shall include in its urban water management plan...due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

Determining the City's baseline per capita use is the first step of calculating the required targets for the 20-year planning period, which will allow DWR to determine the City's compliance with required reduction described in the Water Conservation Bill of 2009.

4.2.1 Baseline

The first step in developing a baseline water usage rate for the City is determining the applicable range of years for which the baseline average will be calculated. It was determined that the City will use the 10-year approach since the City had no recycled water deliveries in 2008. A 5-year baseline is also calculated to assist in establishing the reduction targets. A summary of the 2008 total and recycled water deliveries, 10-year baseline range, and 5-year baseline range is included in **Table 4-2**.

Table 4-2: Base Period Ranges

(UWMPGB Table 13)

Base	Parameter	Value
10-year base period	2008 total water deliveries	13,615
	2008 total volume of delivered recycled water	0
	2008 recycled water as a percent of total deliveries	0
	Number of years in base period ¹	10
	Year beginning base period range	2000
	Year ending base period range ²	2009
5-year base period	Number of years in base period	5
	Year beginning base period range	2003
	Year ending base period range ³	2007
Units : acre-feet per year		
¹ If the 2008 recycled water percent is less than 10 percent, then the first base period is a continuous 10-year period. If the amount of recycled water delivered in 2008 is 10 percent or greater, the first base period is a continuous 10- to 15-year period.		
² The ending year must be between December 31, 2004, and December 31, 2010.		
³ The ending year must be between December 31, 2007, and December 31, 2010.		

The data used to calculate the baseline is summarized in the following table. The UWMPA requirements state a continuous range must be used with the range ending between the end of 2004 and 2010.



Table 4-3: Base Daily Per Capita Water Use – 10 Year Range

(UWMPGB Table 14)

Base period year		Distribution system population ¹	Daily system gross water use (AF/yr)	Daily system gross water use (mgd)	Annual daily per capita water use (gpcd)
Sequence Year	Calendar Year				
Year 1	2000	52,929	10,577	9.4	178
Year 2	2001	52,388	11,174	10.0	190
Year 3	2002	51,064	12,497	11.2	218
Year 4	2003	52,419	12,340	11.0	210
Year 5	2004	55,240	12,796	11.4	207
Year 6	2005	55,922	12,191	10.9	195
Year 7	2006	56,714	12,767	11.4	201
Year 8	2007	58,181	13,775	12.3	211
Year 9	2008	58,836	13,615	12.2	207
Year 10	2009	59,520	13,156	11.7	197
Base Daily Per Capita Water Use					201
1. Population based on DOF Table E-4 (city of Porterville), 2001-2010 with 2000 and 2010 Census Counts, plus number of connections outside of the city limits at an average occupancy of 4.32 persons per unit.					

The following table summarizes the data used to calculate the 5-year baseline, which has a UWMPA requirement to be a continuous range, ending between the end of 2007 and 2010.

Table 4-4: Base Daily Per Capita Water Use – 5 Year Range

(UWMPGB Table 15)

Base period year		Distribution system population	Daily system gross water use (mgd)	Annual daily per capita water use (gpcd)
Sequence Year	Calendar Year			
Year 1	2003	52,419	11.0	210
Year 2	2004	55,240	11.4	207
Year 3	2005	55,922	10.9	195
Year 4	2006	56,714	11.4	201
Year 5	2007	58,181	12.3	211
Base Daily Per Capita Water Use				205

4.2.2 Targets

Four methods have been developed to determine water use targets for the City. The UWMPA requires a target be established for 2020 and an interim target for 2015. Each method and its calculated water use are described below.



4.2.2.1 Method 1 – 80 Percent

Method 1 is based upon the determined base daily per capita use as determined by the water supplier. The base daily per capita use is 201 gallons per capita per day (gpcd). Method 1 requires that this usage be reduced to by 20%, yielding a target use of 161 gpcd.

4.2.2.2 Method 2 – Performance Standards

Method 2 uses commercial, industrial, institutional, indoor residential, and landscape water usage quantities to calculate a water use target. The City's data is deficient of landscape water usage, therefore making this method impractical for use in calculating a target water use.

4.2.2.3 Method 3 – 95 Percent Hydrologic Region Target

Method 3 is based upon the hydrologic region target, which is reduced by 5% to obtain the 95% target. According to the 20x2020 Water Conservation Plan, the region-specific conservation goal is 188 gpcd for the Tulare Lake region. With this information, Method 3 yields a target use of 179 gpcd.

4.2.2.4 Method 4 – Provisional

Development of Method 4 by DWR began in February 2010. The draft method was released on January 24, 2011. The draft method had to be presented to several agencies including the California Water Commission before being adopted in mid-February 2011 and being released along with DWR's final 2010 guidebook. DWR has stated that this is a provisional method, subject to later revisions during the 2015 UWMP cycle. The methodology for the provisional draft method relies on the base daily per capita use in 2000 and reduction in the three urban use sectors:

- Residential indoor;
- Commercial, industrial, and institutional (CII); and
- Landscape use and water loss.

A discussion of each of these components, and the calculated savings in each of these sectors is included below.

4.2.2.4.1 *Residential Indoor Savings*

Since indoor and outdoor water use is delivered through a single meter, an assumption of 70 gpcd has been provided by DWR for standard residential indoor water use. To determine indoor residential savings, the draft provisional method outlines two methodologies. First, a best management practices (BMP) calculator has been developed to sum the savings for three conservation elements including single and multi-family residential housing toilets, residential washers, and showerheads. Due to insufficient data on the implementation of these water-saving measures, it will not be discussed further or used to assess indoor residential savings for the city. Therefore,



the City will use what has been termed the “default option” to determine these savings. Based on the draft provisional method, this default value is 15 gpcd.

4.2.2.4.2 Commercial, Industrial and Institutional Savings

Baseline CII water can be easily established for the city since more than 99 percent of the commercial, industrial, and institutional connections were metered in 2000, 2005 and 2010. The calculated baseline for CII use (over the same 2000 through 2009 period) was 42.8 gpcd. The draft provisional method estimates a default value for CII savings of 10 percent. The CII water savings are therefore 4.3 gpcd.

4.2.2.4.3 Landscape and Water Loss Savings

The landscape and water loss water use is determined by subtracting the default indoor water use of 70 gpcd and CII water use of 43 gpcd from the calculated base line per capita use of 201. Based on calculated baseline per capita water use, the landscape and water loss use is 88 gpcd. The draft provisional method estimates a default value for landscape and water loss savings of 21.6 percent. The landscape and water loss savings are therefore 21.9 gpcd.

4.2.2.4.4 Metered Savings

Metered savings are considered in addition to the savings attributed to the three sectors previously discussed. Based on the provisional method, a meter savings of 20 percent is applied to the average delivery per unmetered connection in the midpoint of the baseline period. Using the assumed savings outlined in the provisional method of 20 percent, savings from metering is calculated as 3.6 gpcd.

4.2.2.4.5 Summary

Based on the steps above, the total water savings is estimated at 44.7 gpcd. When compared with the baseline demand of 201 gpcd, this would result in a water conservation target of 156 gpcd.



Table 4-5: Method 4 Summary

	Baseline Water Use (gpcd)	Water Savings (gpcd)
Residential Indoor	70 ¹	-15 ²
CII	43 ¹	-4.3 ³
Landscape/Water Loss	88	-22 ⁴
Metered	N/A	-3.6 ⁵
Totals	201	-44.7
Net Usage	156	
¹ Assumed value based on UWMPGB Draft Provisional Method 4		
² Residential indoor water savings based on UWMPGB Draft Provisional Method 4		
³ CII water savings of 10% based on UWMPGB Draft Provisional Method 4		
⁴ Landscape and Water Loss savings of 21.6% based on UWMPGB Draft Provisional Method 4		
⁵ Metered savings of 20% based on UWMPGB Draft Provisional Method 4		

4.2.2.5 Minimum Water Use Reduction Requirement

The final step in determining the applicability of the water use target for the City is to confirm the water use targets discussed above meet the minimum reduction requirements as defined by DWR. The minimum reduction required by DWR must be below 95 percent of the 5-year baseline, which is 205 gpcd, as defined in **Table 4-4**.

4.2.3 Summary of Baseline and Targets

Based on the water use targets, the City's water use target for 2020 is 179 gpcd, while the interim 2015 target is 190 gpcd (based on 50% of the target conservation below the 10-year baseline). The 2020 target was determined using Method 3, 95% of the regional water conservation goal. According to DWR guidelines, this target is valid because it is less than the target confirmation. A summary of the baselines and targets is presented in the following table.



SECTION FOUR

Table 4-6: Baseline and Targets Summary

Baselines (gpcd)	
10-Year	201
5-Year	205
Target Determinations (gpcd)	
Method 1	161
Method 2	N/A
Method 3	179
Method 4	156
Target Confirmation (gpcd)	195
Target Selected (gpcd)	179
Interim Target (gpcd)	190
<i>Notes:</i> <i>Method 1: 80% of 10-Year Baseline</i> <i>Method 3: 95% of Hydrologic Region Target (Tulare – 179 gpcd)</i> <i>Target Confirmation: 95% of 5-Year Baseline</i> <i>Interim Target: Target Selected plus 10-year Baseline, divided by 2</i>	

PUBLIC HEARING

SUBJECT: CONSIDERATION OF THE TRANSACTION AND USE TAX OVERSIGHT COMMITTEE'S FINDING OF "NON-CONSISTENT" RELATIVE TO 2014-2015 MEASURE "H" EXPENDITURES

SOURCE: ADMINISTRATION

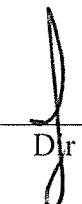
COMMENT: Pursuant to Resolution 24-2006, the Transaction and Use Tax Oversight Committee was established and charged with monitoring Measure H revenues and expenditures to ensure consistency with the intent of Measure "H."


The Committee has presented its finding to the City Council that 2014-2015 Measure H expenditures relative to literacy are non-consistent with the adopted 2014-2015 Measure H Expenditure Plan. As set forth in Resolution 24-2006, if a determination of "non-consistent" is reported to the Council by the Committee, the Council shall hold a public hearing on the issue and, in the event the Council concurs with the Committee's finding, shall take whatever action is necessary and appropriate to correct the issue.

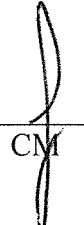
RECOMMENDATION: That the Council conduct a Public Hearing and consider the finding of the Transaction and Use Tax Oversight Committee that 2014-2015 Measure "H" expenditures relative to literacy are "non-consistent" with the adopted 2014-2015 Measure "H" Expenditure Plan.

ATTACHMENT:

1. Resolution 24-2006
2. 2014-2015 Measure H Adopted Expenditure Plan
3. Measure H Committee Meeting Minutes – August 7, 2014
4. Measure H Revenue & Expenditure Report – September 30, 2014
5. Oversight Committee Meeting Minutes – November 12, 2014
6. Measure H Revenue & Expenditure Report – December 31, 2014
7. Oversight Committee Meeting Draft Minutes – February 11, 2015
8. Oversight Committee Report


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Item No. 26

RESOLUTION NO. 24 -2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT COMMITTEE
CHARGED TO MONITOR THE EXPENDITURE OF GENERAL FUND REVENUES
DERIVED FROM THE TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY,
POLICE AND FIRE PROTECTION.

WHEREAS, the Porterville City Council reaffirmed the adoption of Ordinance No. 1684 on December 6, 2005, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 and Section 7285.91 of Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Porterville to adopt a tax ordinance that shall become operative if at least two-thirds of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No. 1684 imposes, upon all retailers in the incorporated territory of the City of Porterville, a transactions and use tax at the rate of one half of 1 percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, Ordinance No. 1684, hereinafter known as the *Transactions and Use Tax for Public Safety, Police and Fire Protection* appeared on the November 8, 2005 Special Consolidated Election ballot as Measure H; and

WHEREAS, the tax imposed by Measure H is a special tax, the proceeds of which are to provide a source of revenue to be used to provide additional public safety, police, fire protection services and undertake necessary capital projects to support those services, and to restore and maintain literacy programs and services; and

WHEREAS, revenues generated by Measure H shall be accounted for and paid into a special fund or account designated for use for Public Safety Services only; and

WHEREAS, by Ordinance No. 1684 the City adopted the Program Guidelines and Public Safety Expenditure Plan for the administration and expenditure of the tax proceeds. The Public Safety Expenditure Plan may be amended from time to time by a majority vote of the City Council, so long as the funds are utilized for public safety, police and fire protection services. For the purposes of the Ordinance, "Public Safety Services" means (a) obtaining, furnishing, operating, and/or maintaining police protection equipment or apparatus, paying the salaries and benefits of police protection personnel, and such other police protection service expenses as are deemed necessary by the City Council for the benefit of the residents of the City; (b) obtaining, furnishing, operating, and/or maintaining fire protection equipment or apparatus, paying the salaries and benefits of fire protection personnel, and such other fire protection service expenses, including capital expenses, as are deemed necessary by the City Council for the benefit of the residents of the City; and (c) with the use of no more than 15% of the revenue generated from the special tax, restoration and maintenance of literacy programs due to the established connection between illiteracy and crime; and

WHEREAS, the Porterville City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives contained in the Public Safety Expenditure Plan, and the appropriate expenditure of General Fund revenues committed to public safety, police and fire protection services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby directs formation of an independent citizen's oversight committee as follows:

A. Name: The committee shall be known as the *Transactions and Use Tax Oversight Committee*.

B. Purpose

1. To review the revenue and expenditures of the three Measure H budgets (Fire, Police and Literacy) contained in General Fund No. 4, Public Safety Sales Tax, and report to Council their finding as "consistent with the intent of the ballot measure" or "non consistent."

Should a determination of "non consistent" be brought forth, the Council shall hold a public hearing on the issue and take whatever action is necessary and appropriate to correct any issues the Council concurs are inconsistent. It is not the intent of the measure nor the direction of the City Council that the committee have any input in the activities of the aforementioned departments, their sole and only purpose is to advise the City Council on whether or not they believe the departments are utilizing the funds in compliance with the intent of Measure "H" and that the City is not under funding the public safety departments based on the approved funding levels.

2. *Oversight:* Provide that certain spending decisions and priorities contained in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan are subject to direct oversight and review.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of General Fund Revenues derived from the Transactions and Use Tax for Public Safety, Police and Fire Protection, and to keep the public informed about the expenditures.
2. *Inform public of failure to expend revenues:* To advise the public when General Fund revenues are not expended for certain spending decisions and priorities as set in the *Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan*.

The charge of the committee may be revised from time-to-time by the Porterville City Council.

D. Powers: The Porterville *City* Council empowers the committee with the following powers:

1. *Oversight:* Oversight responsibility to review expenditures related to certain spending decisions and priorities in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan.
2. *Review financial statements:* Authority to review independent financial and performance audits of the General Fund No. 4, Public Safety Sales Tax.
3. *Review of General Fund Budgets:* Authority to review the Fire, Police and Literacy Budgets and the General Fund application to Public Safety to assure a continued, base level of support.

The committee shall not have the following authority:

1. *No authority to recommend or advise:* The committee does not have authority to recommend, direct, or advise on any such matters that may fall under its oversight power and authority to review. The committee is not advisory to the City Council and has no power to determine or recommend how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

1. *Establishing the committee:* The committee shall be established pursuant to voter approval of Measure H in the November 8, 2005 Special Consolidated Election and within 120 days of the effective implementation date of Measure H on April 1, 2006.
2. *First meeting:* The committee shall hold its first meeting within 60 days of adoption of the City's 2006/2007 Annual Budget.
3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act*. Meetings shall be noticed and open to the public.
4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Porterville website.
5. *Meet at least once annually:* The committee shall meet at least once annually after adoption of the City budget.

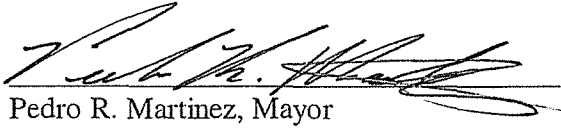
6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.
7. *Record:* The committee shall maintain a record of its meetings.
8. *Location of meetings:* The committee shall meet in Mikkabi Conference Room, 291 N. Main Street, Porterville, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public.
9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.
10. *Effective operation of meetings:* The Porterville City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.
11. *Administrative staff:* The City Manager or his designee will provide necessary administrative and technical assistance to the committee.
12. *Resources available to the committee:* The committee shall be provided the resources to publicize its conclusions—the minimum level of resource to be a page on the City of Porterville website.

F. Committee Composition: The committee shall consist of 10 members as follows:

1. *City Council appointments:* For the establishment of the committee, each member of the Porterville City Council shall appoint two people to the committee. The appointee may be either a resident of Porterville, a business owner or operator. All future appointment to the committee shall be by a majority vote of the Council.
2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member may serve on the committee.
3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, each Council member shall appoint one person to a two-year term and one to a four-year term. After that, each member of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at his or her discretion.
4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Porterville City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence.

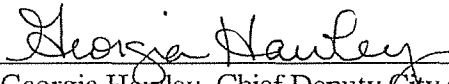
5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability, or death.
6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *Transactions and Use Tax for Public Safety, Police and Fire Protection* is revoked or otherwise rendered invalid.

APPROVED AND ADOPTED this 21th day of February, 2006.


Pedro R. Martinez, Mayor

ATTEST:

John Longley, City Clerk


Georgia Hawley, Chief Deputy City Clerk

**Porterville Police, Fire, and Emergency Response 9-1-1 Measure
Program Guidelines and Expenditure Plan**

This measure will provide a secure, local revenue stream to the City of Porterville that will be used entirely to provide additional public safety police and fire personnel and services to protect our community. Porterville residents deserve to know how the funds will be spent. Detailed spending plans have been developed so voters can have a clear understanding of how the monies will be spent if the ½ cent sales tax is approved. Program guidelines have also been established to govern how the money can be spent, to specify the accounting, audit and oversight guidelines that will be implemented to make certain that the funds are spent according to the voter's direction, and to ensure the public is well-informed of the progress and process.

Fiscal Accountability Protections

An Independent Auditor will annually review and audit expenditures of funds specifically derived from the Public Safety Measure, to ensure compliance with the expenditure plans and with prudent, established accounting regulations and practices.

The City will establish an Independent Citizen's Oversight Committee to annually review revenues and expenditures, providing a second independent verification that all expenditures are being made as promised to Porterville residents. The findings of both the Independent Citizens Oversight Committee and the Independent Auditor will be reviewed by the City Council and made available to the public.

Each May or June, as the City's budget is adopted following public hearings, the City Manager will re-certify the plan to the City Council, stating what monies have been received, what monies have been spent and what monies are available. The financial consequences of these changes will be reflected in the re-certified plan.

Dedicated Accounting Structure

The Expenditure Plan specifies that all revenues from the Measure are to be utilized for the sole purpose of improving our community's public safety, with the revenue to be directed to the police and fire departments respectively, and with a small portion (not more than 15%) dedicated to the restoration and maintenance of literacy programs due to the established connection between illiteracy and crime. The funding proportions have been mutually agreed upon by the Police Chief and Fire Chief.

The City will establish separate funds into which these specific monies shall be deposited. These accounts shall be separate for police and fire and shall be the source of their respective expenditures as established in the approved expenditure plans. Any balances in these funds, positive or negative, shall earn or pay interest accordingly.

Based on public safety needs, the City Council may determine to advance funds from the City's General Fund into the individual Public Safety Sales Tax Fund in order to most effectively accomplish the objectives of the program.

Priorities if additional revenues are available

In the event that the contingency/reserve fund is fully funded and all annual planned expenditures have been implemented, the use of the additional unanticipated sales tax revenues will be used first to accelerate the implementation of the plan and then to provide additional public safety facilities, personnel, and new equipment based on specific needs of the community.

Review and Modification of Expenditure Plan

The proposed Expenditure Plan may be amended from time to time by a majority vote of the City Council.

NOVEMBER 2005 BALLOT MEASURE EXPENDITURE PLAN

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on ½ Cent Sales Tax availability

The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2005-06 Sales Tax Revenue available (partial year)	\$600,000
Additional Supplemental Resources (General Fund)	\$50,903
Total Resources Available	\$650,903

Increase Police Sworn by 5 positions to the base and outfit (partial year)	\$412,803
Increase Fire Sworn by 7 positions to the base and outfit (partial year)	\$148,100
Restore Literacy Programs/hours (partial year)	\$90,000
Total 2005-06 Fiscal Year Expenditures	\$650,903

Fiscal Year 2006-07 Additional Sales Tax Revenues (First full F/Y)	\$1,792,000
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Increase Police Sworn by 1 additional position to the base	\$85,000
Maintain and Expand Patrol Operations	\$405,000
Maintain and Expand Gang Suppression and Narcotics Operations	\$215,000
Maintain 7 additional Sworn Fire personnel	\$521,156
Purchase additional Fire Rescue Apparatus	\$140,000
Purchase Rescue Equipment for new Fire Apparatus	\$25,000
Purchase Personal Safety Equipment for additional Fire Fighters	\$14,000
Maintain Literacy Program/hours	\$180,000
Expand Homework Assistance and Creative Expression Program	\$80,000
Establish Capital Reserve Fund for New Fire Station	\$126,844
Total 2006-07 Fiscal Year Expenditures	\$1,792,000

Fiscal Year 2007-08 Additional Sales Tax Revenues (Second full F/Y)	\$1,863,680
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Increase Police Sworn by 1 additional position to the base	\$87,000
Maintain Expanded Patrol Operations	\$508,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$255,250
Maintain 7 additional Sworn Fire personnel	\$557,637
Hire 1 additional Fire Investigator	\$74,167
Station and Equipment	\$20,000
Maintain Literacy Programs/hours	\$187,200
Expand Homework Assistance and Creative Expression Program	\$83,200
Increase Established Capital Reserve Fund for New Fire Station	\$91,226
Total 2007-08 Fiscal Year Expenditures	\$1,863,680

Fiscal Year 2008-09 Additional Sales Tax Revenues (Third full F/Y)	\$1,938,227
Additional Supplemental Resources (General Fund)	\$50,000
Total Resources Available	\$1,988,227

Increase Police Sworn by 1 additional position to the base	\$91,000
Maintain Expanded Patrol Operations	\$566,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$320,763
Maintain 8 additional Sworn Fire personnel	\$676,030
Safety Equipment	\$5,000
Maintain Literacy Programs/hours	\$194,688
Expand Homework Assistance and Creative Expression Program	\$86,528
Increase Established Capital Reserve Fund for New Fire Station	\$48,218
Total 2007-08 Fiscal Year Expenditures	\$,988,227

Fiscal Year 2009-10 Additional Sales Tax Revenues (Fourth full F/Y)	\$2,015,756
Additional Supplemental Resources (General Fund)	\$75,000
Total Resources Available	\$2,090,756

Maintain 8 additional Sworn Police personnel	
Maintain Expanded Patrol Operations	\$630,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$396,651
Maintain 8 additional Sworn Fire personnel	\$723,352
Maintain Literacy Programs/hours	\$202,476
Expand Homework Assistance and Creative Expression Program	\$89,989
Partial Year Debt Service Payment on New Fire Station Financing	\$48,288
Total 2009-10 Fiscal Year Expenditures	\$2,090,756

Fiscal Year 2010-11 Additional Sales Tax Revenues (Fifth full F/Y)	\$2,096,387
Additional Supplemental Resources (General Fund)	\$150,000
Total Resources Available	\$2,246,387

Maintain 8 additional Sworn Police personnel	
Maintain Expanded Patrol Operations	\$664,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$413,983
Maintain 8 additional Sworn Fire personnel	\$773,352
Maintain Literacy Programs/hours	\$210,575
Expand Homework Assistance and Creative Expression Program	\$93,589
Debt Service on New Fire Station Financing	\$90,889
Total 2010-11 Fiscal Year Expenditures	\$2,246,387

* Total Reserve Cash Available for Real Property Acquisition for New Fire Station in Fiscal Year 2008/09.	\$266,288
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1. Assumes 4% growth rate in annual sales tax revenue.
2. Current General Fund monies and State and School Subventions provide for 44.5 Sworn Police Officers. Additional grant funding has provided for 2.5 additional Sworn Police Officers. Additional positions funded through this sales tax measure will add positions to the base of 45 Sworn Police Officers.
3. Additional General Fund Utility User's Taxes generated from annexation activity during the course of this expenditure plan will be proposed to be specifically earmarked for additional Police positions. These additional positions will modify the base above the 45 positions as described in Note 2.
4. Literacy programs delivered through the Library will annually receive up to 15% of the new revenue provided by this sales tax measure.
5. The City will use base budget amounts established and approved under the Expenditure Control Budget System in determining additional funding for Police, Fire, and Literacy programs delivered through the Library to prevent erosion of existing General Fund support for these activities.

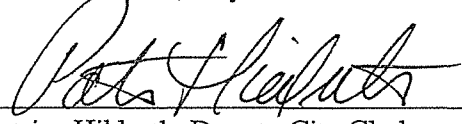
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN LONGLEY, 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 a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 21st day of February, 2006.

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

Council:	IRISH	WEST	HAMILTON	STADTHERR	MARTINEZ
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN LONGLEY, City Clerk


by Patrice Hildreth, Deputy City Clerk

***RECERTIFICATION FOR 2014-15 FISCAL YEAR
MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

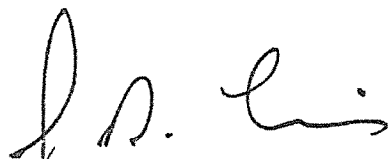
The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2014-15 Revenues

Sales Tax – Measure H Revenues	\$3,245,254
Interest	25,000
Other Revenues	<u>2,500</u>
Total Revenues	<u>\$3,272,754</u>

Fiscal Year 2014-15 Expenditures

Maintain expanded patrol operations and gang suppression and narcotics operations with 10 sworn and 3 non-sworn Police personnel	\$1,452,142
Maintain 8 additional sworn Fire personnel and 1 Public Education Officer	1,012,000
Maintain public library hours and continue expansion of literacy programs as outlined in the library business plan with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker	<u>475,000</u>
Subtotal	<u>\$2,939,142</u>
Construction of Public Safety Station	\$4,600,000
Development of Library Literacy Center	<u>100,000</u>
Subtotal	<u>\$4,700,000</u>
Total Expenditures	<u>\$7,639,142</u>



 John D. Lollis, City Manager / City Clerk

ATTACHMENT 2

**CITY OF PORTERVILLE
ANNUAL BUDGET
2014-2015**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters' approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

Funds in the amount of \$4,700,000 are proposed in 2014-2015 for the following capital projects:

	<u>Appropriation</u>
Public Safety Station - construction	\$ 4,600,000
Library Literacy Center development	<u>100,000</u>
Total	\$ <u>4,700,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2014-2015**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2012-2013	2013-2014		2014-2015
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 3,913,377	\$ 3,982,278	\$ 4,035,573	\$ 4,648,285
Add:				
Revenues from:				
Sales tax - Measure H	2,930,011	2,939,507	3,138,856	3,245,254
Interest income	11,497	35,000	35,000	25,000
Police services	2,509	-	2,500	2,500
Total	2,944,017	2,974,507	3,176,356	3,272,754
Transfer from:				
General fund	78	-	-	-
Total revenues and transfers	2,944,095	2,974,507	3,176,356	3,272,754
Less:				
Appropriations for:				
Police services	1,315,402	1,363,634	1,295,026	1,452,142
Fire services	860,044	976,906	889,895	1,012,000
Library & literacy	380,954	440,000	348,723	475,000
Total	2,556,400	2,780,540	2,533,644	2,939,142
Capital projects				
Public Safety Station - design	265,499	-	30,000	-
Public Safety Station - construction	-	3,500,000	-	4,600,000
Library literacy center development	-	100,000	-	100,000
Total	265,499	3,600,000	30,000	4,700,000
Available balance, end of year	\$ 4,035,573	\$ 576,245	\$ 4,648,285	\$ 281,897

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
2014/15

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	Y-T-D DEC 13	PROJECTED FYE	20114/15 BUDGET
PUBLIC SAFETY SALES TAX FUND							
004 4210 Transfers from Other Funds	3,736	-	78	-	-	-	-
004 4220 Transfer to Other Funds	(406)	(113,520)	(265,499)	(3,600,000)	(14,954)	(30,000)	(4,700,000)
004 4011 Sales Tax - Measure H	2,627,514	2,786,763	2,930,011	2,939,507	1,343,742	3,138,856	3,245,254
004 4601 Interest on Investments	62,509	74,611	43,771	35,000	18,989	35,000	25,000
004 4811 Police Services	-	-	2,509	-	-	2,500	2,500
TOTAL REVENUE	2,690,023	2,861,374	2,976,291	2,974,507	1,362,731	3,176,356	3,272,754

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2014/15

ACCT#	ACCOUNT NAME	FY 2010/11 ACTUAL	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 BUDGET	Y-T-D 31-Dec-13	PROJECTED 30-Jun-14	PROPOSED FY 2014/15 BUDGET
<u>POLICE OPERATION</u>								
<u>PERSONNEL SERVICES</u>								
5020-005-010	Salaries, Regular	617,601	685,502	726,397	728,300	355,984	715,529	767,744
5020-005-020	Salaries, Part-time	20,970	19,780	-	-	-	-	-
5020-005-030	Salaries, Overtime	49,507	52,405	56,221	75,000	31,929	63,858	75,000
5020-005-090	Benefits	333,660	356,520	341,478	352,134	168,191	336,382	361,598
TOTAL PERSONNEL SERVICES		1,021,738	1,114,207	1,124,097	1,155,434	556,105	1,115,770	1,204,342
<u>OTHER OPERATING COSTS</u>								
5020-005-110	Vehicle Maintenance	115,587	119,707	130,493	130,000	65,660	131,319	130,000
5020-005-140	Computer Equipment Maintenance	-	-	-	15,000	500	999	15,000
5020-005-190	Other Equipment Maint	-	-	798	1,200	72	144	1,000
5020-005-220	Printing/Copying	-	-	58	900	58	117	9,000
5020-005-230	Professional/Temp Service	30,806	32,422	39,666	35,000	18,809	37,617	40,000
5020-005-350	Tools/Equipment (under \$1,000)	283	616	-	2,000	376	753	2,000
5020-005-410	Meeting Expense	6,047	184	-	300	-	-	-
5020-005-420	Utilities	1,575	-	-	-	-	-	-
5020-005-430	Uniform Allowance	1,109	-	5,119	4,000	1,711	3,422	4,000
5020-005-440	Training Expense	3,000	3,661	11,126	6,000	2,443	4,885	8,000
5020-005-450	Publications & Dues	-	-	-	800	-	-	800
5020-005-480	Firearms & Range Expense	2,185	2,016	-	2,000	-	-	2,000
5020-005-490	Investigation Costs	-	78	-	1,000	-	-	1,000
5020-005-660	Other Expense	1,402	3,640	4,046	10,000	-	-	10,000
TOTAL OTHER EXPENSES		161,994	162,324	191,306	208,200	89,628	179,256	222,800
<u>CAPITAL OUTLAY</u>								
5020-005-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	-	25,000
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	25,000
TOTAL MEASURE H POLICE		<u>1,183,732</u>	<u>1,276,530</u>	<u>1,315,402</u>	<u>1,363,634</u>	<u>645,733</u>	<u>1,295,026</u>	<u>1,452,142</u>

CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2014/15

ACCT#	ACCOUNT NAME	FY 2010/11 ACTUAL	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 BUDGET	Y-T-D 31-Dec-13	PROJECTED 30-Jun-14	PROPOSED FY 2014/15 BUDGET
<u>FIRE DEPARTMENT</u>								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	502,150	533,772	527,820	563,809	283,648	572,933	582,626
5021-001-020	Salaries, Part-time	1,591	-	-	-	-	-	-
5021-001-030	Salaries, Overtime	18,362	25,241	25,276	50,000	(2,485)	-	50,500
5021-001-090	Benefits	234,263	268,896	255,636	283,097	139,798	279,595	301,239
TOTAL PERSONNEL SERVICES		756,366	827,908	808,732	896,906	420,960	852,529	937,000
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	29,971	34,723	39,733	40,000	16,902	33,804	40,000
5021-001-230	Professional/Temp Service	-	-	-	10,000	983	1,965	10,000
5021-001-350	Tools/Equipment (under \$1,000)	7,771	5,707	5,874	5,000	112	224	6,000
5021-001-420	Utilities	283	270	417	-	93	186	-
5021-001-430	Uniform Allowance	177	-	154	9,000	-	-	7,000
5021-001-440	Training Expense	689	699	487	10,000	-	-	10,000
5021-001-450	Publications & Dues	210	75	1,425	1,000	1,186	1,186	2,000
5021-001-660	Other Expenses	-	420	-	-	-	-	-
TOTAL OTHER EXPENSES		39,101	41,893	48,091	75,000	19,276	37,366	75,000
<u>CAPITAL OUTLAY</u>								
5021-001-730	Other Mach/Equip (over \$1,000)	-	2,988	3,222	5,000	-	-	-
TOTAL CAPITAL OUTLAY		-	2,988	3,222	5,000	-	-	-
TOTAL MEASURE H FIRE DEPARTMENT		<u>795,467</u>	<u>872,790</u>	<u>860,044</u>	<u>976,906</u>	<u>440,237</u>	<u>889,895</u>	<u>1,012,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2014/15

ACCT#	ACCOUNT NAME	FY 2010/11 ACTUAL	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 BUDGET	Y-T-D 31-Dec-13	PROJECTED 30-Jun-14	PROPOSED FY 2014/15 BUDGET
<u>LIBRARY & LITERACY - MEASURE H</u>								
<u>PERSONNEL SERVICES</u>								
5050-080-010	Salaries, Regular	132,034	131,009	128,388	130,288	61,786	124,191	130,537
5050-080-020	Salaries, Part-time	56,484	60,000	68,456	96,705	34,445	68,890	87,240
5050-080-090	Benefits	47,549	46,973	48,179	47,328	22,349	44,698	50,540
TOTAL PERSONNEL SERVICES		236,067	237,982	245,023	274,321	118,580	237,779	268,317
<u>OTHER OPERATING COSTS</u>								
5050-080-120	Building and Grounds Maintenance	-	-	-	-	-	-	600
5050-080-190	Other Equipment Maintenance	-	-	-	-	-	-	600
5050-080-210	Advertising	900	2,555	2,304	2,000	1,000	3,800	3,500
5050-080-220	Printing/Copying	893	575	122	1,000	99	650	650
5050-080-230	Professional/Temp Service	6	2,200	612	10,000	3,008	6,016	7,200
5050-080-320	Office/Computer Supplies	5,186	5,730	5,181	4,500	4,413	7,000	7,000
5050-080-350	Tools/Equipment (under \$1,000)	-	4,600	4,229	5,000	-	1,500	6,000
5050-080-360	Library Books	60,786	80,000	77,374	50,000	12,470	30,000	50,000
5050-080-410	Meeting Expense	199	600	221	800	39	78	600
5050-080-420	Utilities	-	9,895	10,069	12,000	5,278	10,556	12,000
5050-080-440	Training Expense	240	500	825	5,500	1,319	6,000	2,000
5050-080-450	Publication and Dues	1,650	6,360	6,967	14,800	13,167	16,500	18,000
5050-080-490	Consummables	-	12,870	13,722	15,000	168	12,000	15,000
5050-080-520	Insurance/Liability	-	4,576	4,600	4,600	2,302	4,604	4,600
5050-080-660	Other Expense	502	18,250	9,705	15,479	407	12,240	17,000
TOTAL OTHER EXPENSES		70,362	148,711	135,931	140,679	43,671	110,944	144,750
<u>CAPITAL OUTLAY</u>								
5050-080-710	Office Equipment (over \$1000)	-	-	-	25,000	-	-	44,000
5050-080-740	Computer Equipment (over \$1000)	-	-	-	-	-	-	17,933
TOTAL CAPITAL OUTLAY		-	-	-	25,000	-	-	61,933
TOTAL LIBRARY & LITERACY - MEASURE H		<u>306,429</u>	<u>386,693</u>	<u>380,953</u>	<u>440,000</u>	<u>162,251</u>	<u>348,723</u>	<u>475,000</u>

Transactions and Use Tax Oversight Committee
Hamamatsu Conference Room, City Hall
Thursday August 7, 2014 6:00 PM

Roll Call: Present: Kat Harris, Russell "Buck" Fletcher, John Simonich, Gail Lemmen, Janet Meister, Raheel Mann, Margaret Stinson
Absent: Salvador Estrada Jr., William Nebeker, Khris Saleh

Oral Communications- No members of the public came forward

Scheduled Matters

1. Committee Reorganization- Russell "Buck" Fletcher was nominated for Chairman, Kat Harris was nominated for Co-Chair and Gail Lemmen was nominated for Recorder. All were unanimously approved by voice vote.
2. Review of 4th Quarter Measure H Expenditures for FY 2013/2014 Budget (As of June 30, 2014)- Discussion included:
Janet asked about some Police Department expenditures. They concerned the Bike Rodeo
Kat asked on page 5 of the Police Department Report concerning the Fitness Incentive Awards. These are awarded each quarter for years of service
Janet asked where the AT&T bill for Mitch Sandoval is- Bill is under utilities
Kat asked concerning the Smorgasbord at the library- Margaret said it was for people visiting the library (there wasn't a library representative present)
Margaret asked if the library had a reduction in the SCE rate because they are a cooling center- Maria had not heard of any reimbursements
Buck asked about Zoomba classes in the library section- Classes were for the Children's program s is partially paid for by Friends of the Library
Kat asked about After Freight on page 5- these were connected to the Bike Rodeo
Janet asked about the Building and Grounds maintenance for a canopy and portable table. They were purchased for education and were charged off to the wrong item. The evidence can for evidence was charged to the wrong item.
Kat asked about Replenish Petty Cash for the library on page 16. Maria answered the limit is \$20 for small items.
Maria found an error on the Public Safety Building-
Concerning the new Public Station- 4.6 million is budgeted for the station, but we will need some more to complete the station. Chief LaPierre plus one other city employee are watching the station construction daily to ensure money is spent wisely.
Kat Harris moves to accept the budget and expenditures.
John Somonich seconds the motion
Passed by voice vote.
3. Review of Adopted FY 2014/2015 Budget- Maria's report-
The City Council approved the expenditures for 10 sworn police officers, 3 non-sworn officers, 8 fireman, 1 public education officer, 3 full time librarians, 2 part time librarians and the public safety station. \$100,000 is budgeted for the Literacy Center

Groundbreaking for the public safety station has not been set, but a ceremony is important to make the public aware of the Measure H tax and expenditures. Construction will be complete this fiscal year. The station will start operating July 2015.

Kat Harris moves to accept the budget.

Buck Fletcher seconds the motion.

Passed by voice vote.

4. Other Matters- Buck wants to raise the profile of Measure H. He cited social media complaints about the high sales tax. Buck wants to raise the profile of Measure with all three departments plus with the Chamber through Shop Porterville to remind citizens why we have the sales tax and what the money is used for.

Kat said more than one person from the committee should meet with the above departments, the Chamber and press about raising Measure H profile.

Margaret suggested we have an even showing what has been purchased with Measure H funds.

Kat volunteered to go with Buck when he has meetings

Next meeting will be Wednesday October 22, 2014 in the City Hall Chambers if they are available at 6:00PM

Buck Fletcher moves to adjourn the meeting.

Raheel Mann seconds the motion.

Passed by voice vote.

Respectfully submitted,

Gail Lemmen

Recorder

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
TAXES							
OTHER TAXES							
4011 Sales Tax - Measure H	3,245,254	0.00	303,700.00	0.00	2,941,554.00	9.36	564,631.03
TOTAL OTHER TAXES	3,245,254	0.00	303,700.00	0.00	2,941,554.00	9.36	564,631.03
TOTAL TAXES	3,245,254	0.00	303,700.00	0.00	2,941,554.00	9.36	564,631.03
USE OF MONEY & PROPERTY							
USE OF MONEY & PROPERTY							
4601 Interest on Investments	25,000	6,393.65	6,393.65	0.00	18,606.35	25.57	8,193.21
TOTAL USE OF MONEY & PROPERTY	25,000	6,393.65	6,393.65	0.00	18,606.35	25.57	8,193.21
TOTAL USE OF MONEY & PROPERTY	25,000	6,393.65	6,393.65	0.00	18,606.35	25.57	8,193.21
CHARGES FOR SERVICES							
PUBLIC SAFETY							
4811 Police Services	2,500	693.41	835.65	0.00	1,664.35	33.43	0.00
TOTAL PUBLIC SAFETY	2,500	693.41	835.65	0.00	1,664.35	33.43	0.00
TOTAL CHARGES FOR SERVICES	2,500	693.41	835.65	0.00	1,664.35	33.43	0.00
TOTAL REVENUES	3,272,754	7,087.06	310,929.30	0.00	2,961,824.70	9.50	572,824.24
	=====	=====	=====	=====	=====	=====	=====

ATTACHMENT 4

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax

DEPARTMENT - POLICE PROTECTION

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
POLICE DEPARTMENT							
PERSONNEL SERVICES							
5020-005-010 Salaries, Regular	767,744	61,088.00	183,070.39	0.00	584,673.61	23.85	177,872.70
5020-005-030 Salaries, Overtime	75,000	3,638.85	11,529.94	0.00	63,470.06	15.37	15,650.94
5020-005-090 Benefits	361,598	38,108.74	83,067.44	0.00	278,530.56	22.97	84,210.90
TOTAL PERSONNEL SERVICES	1,204,342	102,835.59	277,667.77	0.00	926,674.23	23.06	277,734.54
MAINTENANCE							
5020-005-110 Vehicle Maintenance	130,000	10,256.12	32,896.43	0.00	97,103.57	25.30	33,240.39
5020-005-140 Computer Equip Maintenanc	15,000	0.00	0.00	360.00	14,640.00	2.40	499.50
5020-005-190 Other Equipment Maintenan	1,000	0.00	0.00	0.00	1,000.00	0.00	72.18
TOTAL MAINTENANCE	146,000	10,256.12	32,896.43	360.00	112,743.57	22.78	33,812.07
SERVICES							
5020-005-220 Printing/Copying	9,000	114.36	173.77	0.00	8,826.23	1.93	58.46
5020-005-230 Professional/Temp Service	40,000	3,325.42	7,485.38	0.00	32,514.62	18.71	9,369.20
TOTAL SERVICES	49,000	3,439.78	7,659.15	0.00	41,340.85	15.63	9,427.66
SUPPLIES & MATERIALS							
5020-005-350 Tools/Equipment (under \$1	2,000	0.00	682.00 (	57.97)	1,375.97	31.20	376.26
TOTAL SUPPLIES & MATERIALS	2,000	0.00	682.00 (	57.97)	1,375.97	31.20	376.26
OTHER OPERATING COSTS							
5020-005-430 Uniform Allowance	4,000	0.00	0.00	0.00	4,000.00	0.00	1,711.14
5020-005-440 Training Expense	8,000	609.50	609.50	0.00	7,390.50	7.62	2,165.76
5020-005-450 Publication and Dues	800	0.00	0.00	0.00	800.00	0.00	0.00
5020-005-480 Firearms & Range Expense	2,000	0.00	0.00	0.00	2,000.00	0.00	0.00
5020-005-490 Investigation Costs	1,000	0.00	0.00	0.00	1,000.00	0.00	0.00
TOTAL OTHER OPERATING COSTS	15,800	609.50	609.50	0.00	15,190.50	3.86	3,876.90
OTHER EXPENSES							
5020-005-660 Other Expense	10,000	5.80	598.35	0.00	9,401.65	5.98	0.00
TOTAL OTHER EXPENSES	10,000	5.80	598.35	0.00	9,401.65	5.98	0.00
CAPITAL OUTLAY							
5020-005-730 Other Machinery/Equipment	25,000	0.00	0.00	0.00	25,000.00	0.00	0.00
TOTAL CAPITAL OUTLAY	25,000	0.00	0.00	0.00	25,000.00	0.00	0.00
TOTAL POLICE DEPARTMENT	1,452,142	117,146.79	320,113.20	302.03	1,131,726.77	22.07	325,227.43
TOTAL POLICE PROTECTION	1,452,142	117,146.79	320,113.20	302.03	1,131,726.77	22.07	325,227.43

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax

DEPARTMENT - FIRE PROTECTION

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
FIRE DEPARTMENT							
PERSONNEL SERVICES							
5021-001-010 Salaries, Regular	585,261	48,275.32	145,253.12	0.00	440,007.88	24.82	137,285.09
5021-001-030 Salaries, Overtime	50,500 (	5,676.54)	3,326.13	0.00	47,173.87	6.59	6,015.34
5021-001-090 Benefits	301,239	32,969.36	71,516.14	0.00	229,722.86	23.74	68,002.75
TOTAL PERSONNEL SERVICES	937,000	75,568.14	220,095.39	0.00	716,904.61	23.49	211,303.18
MAINTENANCE							
5021-001-110 Vehicle Maintenance	40,000	4,182.64	11,807.39	0.00	28,192.61	29.52	14,408.07
TOTAL MAINTENANCE	40,000	4,182.64	11,807.39	0.00	28,192.61	29.52	14,408.07
SERVICES							
5021-001-230 Professional/Temp Service	10,000	878.40	878.40	0.00	9,121.60	8.78	0.00
TOTAL SERVICES	10,000	878.40	878.40	0.00	9,121.60	8.78	0.00
SUPPLIES & MATERIALS							
5021-001-350 Tools & Equipment (under	6,000	205.37	205.37	0.00	5,794.63	3.42	112.16
TOTAL SUPPLIES & MATERIALS	6,000	205.37	205.37	0.00	5,794.63	3.42	112.16
OTHER OPERATING COSTS							
5021-001-420 Utilities	0 (	13.72)	13.72)	0.00	13.72	0.00	47.70
5021-001-430 Uniform Allowance	7,000	0.00	0.00	0.00	7,000.00	0.00	0.00
5021-001-440 Training Expense	10,000	0.00	0.00	0.00	10,000.00	0.00	0.00
5021-001-450 Publication and Dues	2,000	0.00	0.00	0.00	2,000.00	0.00	0.00
TOTAL OTHER OPERATING COSTS	19,000 (	13.72)	13.72)	0.00	19,013.72	0.07-	47.70
OTHER EXPENSES							
5021-001-660 Other Expenses	0	0.00	25.92	0.00 (	25.92)	0.00	0.00
TOTAL OTHER EXPENSES	0	0.00	25.92	0.00 (	25.92)	0.00	0.00
CAPITAL OUTLAY							
CAPITAL PROJECTS							
TOTAL FIRE DEPARTMENT	1,012,000	80,820.83	232,998.75	0.00	779,001.25	23.02	225,871.11
TOTAL FIRE PROTECTION	1,012,000	80,820.83	232,998.75	0.00	779,001.25	23.02	225,871.11

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
LIBRARY & LITERACY							
PERSONNEL SERVICES							
5050-080-010 Salaries, Regular	130,537	10,886.14	32,680.16	0.00	97,856.84	25.04	30,320.51
5050-080-020 Salaries, Part-time	87,240	6,353.50	24,218.75	0.00	63,021.25	27.76	18,370.07
5050-080-090 Benefits	50,540	4,209.77	12,454.29	0.00	38,085.71	24.64	11,168.75
TOTAL PERSONNEL SERVICES	268,317	21,449.41	69,353.20	0.00	198,963.80	25.85	59,859.33
MAINTENANCE							
5050-080-120 Building/Grounds Maint	600	0.00	97.04	0.00	502.96	16.17	0.00
5050-080-190 Other Equipment Maintenan	600	0.00	0.00	0.00	600.00	0.00	0.00
TOTAL MAINTENANCE	1,200	0.00	97.04	0.00	1,102.96	8.09	0.00
SERVICES							
5050-080-210 Advertising	3,500	0.00	400.00	600.00	2,500.00	28.57	1,000.00
5050-080-220 Printing/Copying	650	0.00	0.00	0.00	650.00	0.00	99.46
5050-080-230 Professional/Temp Service	7,200	0.00 (	292.93)	0.00	7,492.93	4.07-	1,045.84
TOTAL SERVICES	11,350	0.00	107.07	600.00	10,642.93	6.23	2,145.30
SUPPLIES & MATERIALS							
5050-080-320 Office/Computer Supplies	7,000	1,051.39	2,252.42	0.00	4,747.58	32.18	3,274.73
5050-080-350 Tools/Equipment (under\$1,	6,000	478.58	947.78	0.00	5,052.22	15.80	0.00
5050-080-360 Library Books	50,000	4,464.22	16,253.47	0.00	33,746.53	32.51	1,705.95
TOTAL SUPPLIES & MATERIALS	63,000	5,994.19	19,453.67	0.00	43,546.33	30.88	4,980.68
OTHER OPERATING COSTS							
5050-080-410 Meeting Expense	600	0.00	35.84	0.00	564.16	5.97	0.00
5050-080-420 Utilities	12,000	1,505.98	3,611.01	0.00	8,388.99	30.09	3,222.11
5050-080-440 Training Expense	2,000	75.00	75.00	0.00	1,925.00	3.75	375.00
5050-080-450 Publication and Dues	18,000	2,062.50	8,187.31	0.00	9,812.69	45.49	12,914.30
5050-080-490 Consumables	15,000	64.19	501.40	0.00	14,498.60	3.34	21.15
TOTAL OTHER OPERATING COSTS	47,600	3,707.67	12,410.56	0.00	35,189.44	26.07	16,532.56
RISK MANAGEMENT EXPENSES							
5050-080-520 Insurance, Liability	4,600	383.00	1,153.00	0.00	3,447.00	25.07	1,153.00
TOTAL RISK MANAGEMENT EXPENSES	4,600	383.00	1,153.00	0.00	3,447.00	25.07	1,153.00
OTHER EXPENSES							
5050-080-660 Other Expenses	17,000	0.00	29.54	282.00	16,688.46	1.83	336.83
TOTAL OTHER EXPENSES	17,000	0.00	29.54	282.00	16,688.46	1.83	336.83

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<hr/>							
CAPITAL OUTLAY							
5050-080-710 Office Equipment (over \$1	44,000	0.00	0.00	0.00	44,000.00	0.00	0.00
5050-080-740 Computer Equip (over \$1,0	17,933	0.00	0.00	0.00	17,933.00	0.00	0.00
TOTAL CAPITAL OUTLAY	61,933	0.00	0.00	0.00	61,933.00	0.00	0.00
CAPITAL PROJECTS							
<hr/>							
TOTAL LIBRARY & LITERACY	475,000	31,534.27	102,604.08	882.00	371,513.92	21.79	85,007.70
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TOTAL LIBRARY & LITERACY	475,000	31,534.27	102,604.08	882.00	371,513.92	21.79	85,007.70

REVENUE & EXPENDITURES REPORT

AS OF: SEPTEMBER 30TH, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
TOTAL EXPENDITURES	2,939,142	229,501.89	655,716.03	1,184.03	2,282,241.94	22.35	636,106.24
REVENUE OVER/(UNDER) EXPENDITURES	333,612 (	222,414.83) (	344,786.73) (	1,184.03)	679,582.76	103.70-(	63,282.00)
OTHER SOURCES (USES)							
4220 Transfers to Other Funds	(4,700,000) (	156,863.65) (	437,700.27)	0.00 (4,262,299.73)	9.31 (	10,511.51)	
TOTAL OTHER SOURCES (USES)	(4,700,000) (	156,863.65) (	437,700.27)	0.00 (4,262,299.73)	9.31 (	10,511.51)	
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(4,366,388) (379,278.48) (782,487.00) (1,184.03) (3,582,716.97)	17.95 (73,793.51)	

*** END OF REPORT ***

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5020-005-010 Salaries, Regular

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				30,440.00	30,440.00
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				30,496.41	60,936.41
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				30,501.98	91,438.39
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				30,544.00	121,982.39
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				30,544.00	152,526.39
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				30,544.00	183,070.39

=====	ACCOUNT TOTAL	DB:	183,070.39	CR:	0.00
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5020-005-030 Salaries, Overtime

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				908.69	908.69
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				2,374.69	3,283.38
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				2,554.16	5,837.54
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				2,053.55	7,891.09
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				1,974.73	9,865.82
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				1,664.12	11,529.94

=====	ACCOUNT TOTAL	DB:	11,529.94	CR:	0.00
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5020-005-090 Benefits

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/21	A83018	CHK: 000000	08357	Medicare Withholding	0001	T4 201407170470		444.75	444.75
7/15/14	7/21	A83026	CHK: 554335	08357	City pd Dental Insurance	0007	DCP201407170470		360.36	805.11
7/15/14	7/21	A83027	CHK: 554335	08357	Life Insurance	0007	L1 201407170470		72.72	877.83
7/15/14	7/21	A83029	CHK: 554335	08357	Employee Pd Medical Insu	0007	M02201407170470		787.50	1,665.33
7/15/14	7/21	A83031	CHK: 554335	08357	City pd Medical Insuranc	0007	MCP201407170470		3,600.00	5,265.33
7/15/14	7/21	A83032	CHK: 554335	08357	City paid unemployment i	0007	UI 201407170470		156.75	5,422.08
7/15/14	7/21	A83036	CHK: 554335	08357	City pd Vision Insurance	0007	VCP201407170470		158.04	5,580.12
7/15/14	7/21	A83044	CHK: 000000	08357	CalPERS	0018	PP2201407170470		511.44	6,091.56
7/15/14	7/21	A83045	CHK: 000000	08357	CalPERS	0018	PP3201407170470		699.61	6,791.17
7/15/14	7/21	A83049	CHK: 000000	08357	CalPERS	0018	PRD201407170470		1,019.10	7,810.27
7/15/14	7/21	A83053	CHK: 000000	08357	Pers Member Contribs	0018	PRP201407170470		3,685.71	11,495.98
7/15/14	7/21	A83066	CHK: 554346	08357	POB Sfty Side Fund	0038	PER201407170470		1,735.89	13,231.87
7/31/14	8/01	A83916	CHK: 000000	08390	Medicare Withholding	0001	T4 201407310471		466.83	13,698.70
7/31/14	8/01	A83924	CHK: 554612	08390	Employee Pd Medical Insu	0007	M02201407310471		787.50	14,486.20
7/31/14	8/01	A83925	CHK: 554612	08390	City paid unemployment i	0007	UI 201407310471		164.37	14,650.57
7/31/14	8/01	A83935	CHK: 000000	08390	CalPERS	0018	PP2201407310471		511.44	15,162.01
7/31/14	8/01	A83936	CHK: 000000	08390	CalPERS	0018	PP3201407310471		699.61	15,861.62
7/31/14	8/01	A83940	CHK: 000000	08390	CalPERS	0018	PRD201407310471		1,019.10	16,880.72
7/31/14	8/01	A83944	CHK: 000000	08390	Pers Member Contribs	0018	PRP201407310471		3,685.71	20,566.43
7/31/14	8/01	A83956	CHK: 554622	08390	POB Sfty Side Fund	0038	PER201407310471		1,735.89	22,302.32
8/15/14	8/19	A85122	CHK: 000000	08429	Medicare Withholding	0001	T4 201408150472		469.51	22,771.83

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
8/15/14	8/19	A85130	CHK: 554961	08429	City pd Dental Insurance	0007	DCP201408150472		390.39	23,162.22
8/15/14	8/19	A85131	CHK: 554961	08429	Life Insurance	0007	L1 201408150472		78.78	23,241.00
8/15/14	8/19	A85133	CHK: 554961	08429	Employee Pd Medical Insu	0007	M02201408150472		787.50	24,028.50
8/15/14	8/19	A85135	CHK: 554961	08429	City pd Medical Insuranc	0007	MCP201408150472		3,900.00	27,928.50
8/15/14	8/19	A85136	CHK: 554961	08429	City paid unemployment i	0007	UI 201408150472		165.30	28,093.80
8/15/14	8/19	A85140	CHK: 554961	08429	City pd Vision Insurance	0007	VCP201408150472		171.21	28,265.01
8/15/14	8/19	A85148	CHK: 000000	08429	CalPERS	0018	PP2201408150472		511.44	28,776.45
8/15/14	8/19	A85149	CHK: 000000	08429	CalPERS	0018	PP3201408150472		699.61	29,476.06
8/15/14	8/19	A85153	CHK: 000000	08429	CalPERS	0018	PRD201408150472		1,019.10	30,495.16
8/15/14	8/19	A85157	CHK: 000000	08429	Pers Member Contribs	0018	PRP201408150472		3,685.71	34,180.87
8/15/14	8/19	A85170	CHK: 554972	08429	POB Sfty Side Fund	0038	PER201408150472		1,735.89	35,916.76
8/31/14	9/04	A86025	CHK: 000000	08473	Medicare Withholding	0001	T4 201409020473		463.03	36,379.79
8/31/14	9/04	A86033	CHK: 555230	08473	Employee Pd Medical Insu	0007	M02201409020473		770.02	37,149.81
8/31/14	9/04	A86034	CHK: 555230	08473	City paid unemployment i	0007	UI 201409020473		163.00	37,312.81
8/31/14	9/04	A86044	CHK: 000000	08473	CalPERS	0018	PP2201409020473		511.44	37,824.25
8/31/14	9/04	A86045	CHK: 000000	08473	CalPERS	0018	PP3201409020473		677.36	38,501.61
8/31/14	9/04	A86049	CHK: 000000	08473	CalPERS	0018	PRD201409020473		1,035.49	39,537.10
8/31/14	9/04	A86053	CHK: 000000	08473	Pers Member Contribs	0018	PRP201409020473		3,685.71	43,222.81
8/31/14	9/04	A86066	CHK: 555240	08473	POB Sfty Side Fund	0038	PER201409020473		1,735.89	44,958.70
9/15/14	9/19	A87215	CHK: 000000	08506	Medicare Withholding	0001	T4 201409170474		461.71	45,420.41
9/15/14	9/19	A87223	CHK: 555566	08506	City pd Dental Insurance	0007	DCP201409170474		390.39	45,810.80
9/15/14	9/19	A87224	CHK: 555566	08506	Life Insurance	0007	L1 201409170474		78.78	45,889.58
9/15/14	9/19	A87226	CHK: 555566	08506	Employee Pd Medical Insu	0007	M02201409170474		787.50	46,677.08
9/15/14	9/19	A87228	CHK: 555566	08506	City pd Medical Insuranc	0007	MCP201409170474		3,900.00	50,577.08
9/15/14	9/19	A87229	CHK: 555566	08506	City paid unemployment i	0007	UI 201409170474		162.60	50,739.68
9/15/14	9/19	A87233	CHK: 555566	08506	City pd Vision Insurance	0007	VCP201409170474		171.21	50,910.89
9/15/14	9/19	A87241	CHK: 000000	08506	CalPERS	0018	PP2201409170474		511.44	51,422.33
9/15/14	9/19	A87242	CHK: 000000	08506	CalPERS	0018	PP3201409170474		699.61	52,121.94
9/15/14	9/19	A87246	CHK: 000000	08506	CalPERS	0018	PRD201409170474		1,035.49	53,157.43
9/15/14	9/19	A87250	CHK: 000000	08506	Pers Member Contribs	0018	PRP201409170474		3,685.71	56,843.14
9/15/14	9/19	A87263	CHK: 555577	08506	POB Sfty Side Fund	0038	PER201409170474		1,735.89	58,579.03
9/30/14	10/06	A87875	CHK: 000000	08539	Medicare Withholding	0001	T4 201410020481		457.32	59,036.35
9/30/14	10/06	A87883	CHK: 555827	08539	Employee Pd Medical Insu	0007	M02201410020481		780.44	59,816.79
9/30/14	10/06	A87884	CHK: 555827	08539	City paid unemployment i	0007	UI 201410020481		161.04	59,977.83
9/30/14	10/06	A87894	CHK: 000000	08539	CalPERS	0018	PP2201410020481		511.44	60,489.27
9/30/14	10/06	A87895	CHK: 000000	08539	CalPERS	0018	PP3201410020481		678.46	61,167.73
9/30/14	10/06	A87899	CHK: 000000	08539	CalPERS	0018	PRD201410020481		1,035.49	62,203.22
9/30/14	10/06	A87903	CHK: 000000	08539	Pers Member Contribs	0018	PRP201410020481		3,685.71	65,888.93
9/30/14	10/06	A87916	CHK: 555837	08539	POB Sfty Side Fund	0038	PER201410020481		1,735.89	67,624.82
9/30/14	10/20	B19114	3.35	01450	City pd work comp 7/1-9/30/14		JE# 014754		15,442.62	83,067.44
=====				ACCOUNT TOTAL	DB:	83,067.44	CR:	0.00		

5020-005-110

Vehicle Maintenance

B E G I N N I N G B A L A N C E

0.00

7/31/14	8/13	B18821	1.24	01405	Shop,fuel,warehouse bill July	JE# 014525	5,175.80	5,175.80
7/31/14	8/28	B18896	1.22	01416	Rec insurance cost July	JE# 014580	450.00	5,625.80
7/31/14	8/28	B18897	1.22	01416	Rec depreciation cost Jul	JE# 014581	4,366.00	9,991.80

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
8/31/14	9/10	B18942	2.24	01421	Shop,fuel,warehouse bill Aug		JE# 014615		7,832.51	17,824.31
8/31/14	9/16	B18998	2.22	01431	Rec insurance cost Aug		JE# 014665		450.00	18,274.31
8/31/14	9/16	B18999	2.22	01431	Rec depreciation cost Aug		JE# 014666		4,366.00	22,640.31
9/30/14	10/20	B19094	3.23	01447	Rec carwash/shop rent rev Sept		JE# 014735		2.70	22,643.01
9/30/14	10/20	B19095	3.24	01447	Shop,fuel,warehouse bill Sept		JE# 014736		5,437.42	28,080.43
9/30/14	10/20	B19097	3.22	01448	Rec insurance cost Sept		JE# 014738		450.00	28,530.43
9/30/14	10/20	B19098	3.22	01448	Rec depreciation cost Sept		JE# 014739		4,366.00	32,896.43
				=====	ACCOUNT TOTAL	DB:	32,896.43	CR:	0.00	

5020-005-220 Printing/Copying

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83391	CHK: 554430	08368	business cards-Steve War 1921	184198			59.41	59.41
9/30/14	9/30	A87495	CHK: 555753	08518	(500)color copies letter 7787	Rcpt:60383			114.36	173.77
				=====	ACCOUNT TOTAL	DB:	173.77	CR:	0.00	

5020-005-230 Professional/Temp Services

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83475	CHK: 554475	08368	transcription svc 7/1-7/ 5144	25675			404.52	404.52
8/18/14	8/18	A84802	CHK: 554870	08421	transcription svc 7/16-7 5144	25757			402.74	807.26
8/29/14	8/29	A85540	CHK: 555086	08439	transcription svc 8/1-8/ 5144	25802			451.56	1,258.82
8/29/14	8/29	A85642	CHK: 555145	08439	7/2014 Blood Draws 8665	July 2014			401.50	1,660.32
8/29/14	8/29	A85655	CHK: 555152	08439	7/2014 Lab Analysis Bill 8929	July 2014			2,499.64	4,159.96
9/10/14	9/10	A86306	CHK: 555316	08475	transcription svc 8/16-8 5144	25855			275.36	4,435.32
9/30/14	9/30	A87477	CHK: 555728	08518	transcription svc 9/1-9/ 5144	25913			428.76	4,864.08
9/30/14	9/30	A87598	CHK: 555773	08528	8/2014 blood draws 8665	August 2014			374.00	5,238.08
9/30/14	9/30	A87600	CHK: 555777	08528	8/2014 Lab Analysis 8929	August 2014			2,247.30	7,485.38
				=====	ACCOUNT TOTAL	DB:	7,485.38	CR:	0.00	

5020-005-350 Tools/Equipment (under \$1000)

B E G I N N I N G B A L A N C E

0.00

8/18/14	8/18	A84625	CHK: 554802	08430	New Dispatch Chairs 0209	967734			682.00	682.00
				=====	ACCOUNT TOTAL	DB:	682.00	CR:	0.00	

5020-005-440 Training Expense

B E G I N N I N G B A L A N C E

0.00

9/10/14	9/10	A86420	CHK: 555373	08475	School Resource Officer 8815	Oct 27 - 31, 2014			118.00	118.00
9/18/14	9/18	A86819	CHK: 555436	08500	Sacramento:School ResrcO 0792	10/26-10/31/14			335.50	453.50
9/30/14	9/30	A87552	CHK: 555703	08528	registration fee:Steve W 2198	Sept. 8-12, 2014			156.00	609.50
				=====	ACCOUNT TOTAL	DB:	609.50	CR:	0.00	

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5020-005-660 Other Expense

B E G I N N I N G B A L A N C E

0.00

8/08/14	8/08	A84231	CHK: 554737	08395	(6) blue alum plates	7540	14-07-005		5.80	5.80
8/08/14	8/08	A84270	CHK: 554762	08395	bread,apples,bologna,che	8715	186904		21.90	27.70
8/18/14	8/18	A84663	CHK: 554829	08432	License Renewal "H"	1849	144581		464.85	492.55
8/29/14	8/29	A85651	CHK: 555149	08439	Covert Track Svc renewal	8718	7855		100.00	592.55
9/10/14	9/10	A86370	CHK: 555344	08475	(4) blue alum plates	7540	14-08-009		5.80	598.35
=====				ACCOUNT TOTAL	DB:	598.35	CR:	0.00		

5021-001-010 Salaries, Regular

B E G I N N I N G B A L A N C E

0.00

DEPT: 021 Fire Protection

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				23,809.00	23,809.00
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				24,937.94	48,746.94
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				23,523.24	72,270.18
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				24,707.62	96,977.80
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				23,434.76	120,412.56
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				24,840.56	145,253.12
=====				ACCOUNT TOTAL	DB:	145,253.12	CR:	0.00		

5021-001-030 Salaries, Overtime

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				1,961.28	1,961.28
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				316.70	2,277.98
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				3,798.39	6,076.37
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				2,926.30	9,002.67
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				126.94	9,129.61
9/30/14	10/01	C19034	RCPT 02057545	13160	BASILONE FIRE INICDENT 5/17-				8,789.68CR	339.93
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				2,986.20	3,326.13
=====				ACCOUNT TOTAL	DB:	12,115.81	CR:	8,789.68CR		

5021-001-090 Benefits

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/21	A83018	CHK: 000000	08357	Medicare Withholding	0001	T4 201407170470		312.71	312.71
7/15/14	7/21	A83026	CHK: 554335	08357	City pd Dental Insurance	0007	DCP201407170470		270.27	582.98
7/15/14	7/21	A83027	CHK: 554335	08357	Life Insurance	0007	L1 201407170470		54.54	637.52
7/15/14	7/21	A83029	CHK: 554335	08357	Employee Pd Medical Insu	0007	M02201407170470		1,125.00	1,762.52
7/15/14	7/21	A83031	CHK: 554335	08357	City pd Medical Insuranc	0007	MCP201407170470		2,700.00	4,462.52
7/15/14	7/21	A83032	CHK: 554335	08357	City paid unemployment i	0007	UI 201407170470		128.87	4,591.39
7/15/14	7/21	A83036	CHK: 554335	08357	City pd Vision Insurance	0007	VCP201407170470		118.53	4,709.92

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
7/15/14	7/21	A83041	CHK: 000000	08357	CalPERS	0018	PF2201407170470		438.42	5,148.34
7/15/14	7/21	A83042	CHK: 000000	08357	CalPERS	0018	PF3201407170470		218.16	5,366.50
7/15/14	7/21	A83043	CHK: 000000	08357	Pers Member Contribution	0018	PFR201407170470		1,377.73	6,744.23
7/15/14	7/21	A83050	CHK: 000000	08357	Pers Member Contribs	0018	PRF201407170470		2,316.57	9,060.80
7/15/14	7/21	A83066	CHK: 554346	08357	POB Sfty Side Fund	0038	PER201407170470		2,032.59	11,093.39
7/31/14	8/01	A83916	CHK: 000000	08390	Medicare Withholding	0001	T4 201407310471		302.72	11,396.11
7/31/14	8/01	A83924	CHK: 554612	08390	Employee Pd Medical Insu	0007	M02201407310471		1,125.00	12,521.11
7/31/14	8/01	A83925	CHK: 554612	08390	City paid unemployment i	0007	UI 201407310471		126.27	12,647.38
7/31/14	8/01	A83932	CHK: 000000	08390	CalPERS	0018	PF2201407310471		460.11	13,107.49
7/31/14	8/01	A83933	CHK: 000000	08390	CalPERS	0018	PF3201407310471		228.95	13,336.44
7/31/14	8/01	A83934	CHK: 000000	08390	Pers Member Contribution	0018	PFR201407310471		1,411.39	14,747.83
7/31/14	8/01	A83941	CHK: 000000	08390	Pers Member Contribs	0018	PRF201407310471		2,454.79	17,202.62
7/31/14	8/01	A83956	CHK: 554622	08390	POB Sfty Side Fund	0038	PER201407310471		2,128.12	19,330.74
8/15/14	8/19	A85122	CHK: 000000	08429	Medicare Withholding	0001	T4 201408150472		331.08	19,661.82
8/15/14	8/19	A85130	CHK: 554961	08429	City pd Dental Insurance	0007	DCP201408150472		266.17	19,927.99
8/15/14	8/19	A85131	CHK: 554961	08429	Life Insurance	0007	L1 201408150472		53.71	19,981.70
8/15/14	8/19	A85133	CHK: 554961	08429	Employee Pd Medical Insu	0007	M02201408150472		1,099.43	21,081.13
8/15/14	8/19	A85135	CHK: 554961	08429	City pd Medical Insuranc	0007	MCP201408150472		2,659.09	23,740.22
8/15/14	8/19	A85136	CHK: 554961	08429	City paid unemployment i	0007	UI 201408150472		136.62	23,876.84
8/15/14	8/19	A85140	CHK: 554961	08429	City pd Vision Insurance	0007	VCP201408150472		116.73	23,993.57
8/15/14	8/19	A85145	CHK: 000000	08429	CalPERS	0018	PF2201408150472		378.63	24,372.20
8/15/14	8/19	A85146	CHK: 000000	08429	CalPERS	0018	PF3201408150472		218.16	24,590.36
8/15/14	8/19	A85147	CHK: 000000	08429	Pers Member Contribution	0018	PFR201408150472		1,377.73	25,968.09
8/15/14	8/19	A85154	CHK: 000000	08429	Pers Member Contribs	0018	PRF201408150472		2,316.57	28,284.66
8/15/14	8/19	A85170	CHK: 554972	08429	POB Sfty Side Fund	0038	PER201408150472		2,032.59	30,317.25
8/31/14	9/04	A86025	CHK: 000000	08473	Medicare Withholding	0001	T4 201409020473		337.38	30,654.63
8/31/14	9/04	A86033	CHK: 555230	08473	Employee Pd Medical Insu	0007	M02201409020473		1,110.79	31,765.42
8/31/14	9/04	A86034	CHK: 555230	08473	City paid unemployment i	0007	UI 201409020473		138.18	31,903.60
8/31/14	9/04	A86041	CHK: 000000	08473	CalPERS	0018	PF2201409020473		425.23	32,328.83
8/31/14	9/04	A86042	CHK: 000000	08473	CalPERS	0018	PF3201409020473		220.27	32,549.10
8/31/14	9/04	A86043	CHK: 000000	08473	Pers Member Contribution	0018	PFR201409020473		1,411.39	33,960.49
8/31/14	9/04	A86050	CHK: 000000	08473	Pers Member Contribs	0018	PRF201409020473		2,456.95	36,417.44
8/31/14	9/04	A86066	CHK: 555240	08473	POB Sfty Side Fund	0038	PER201409020473		2,129.34	38,546.78
9/15/14	9/19	A87215	CHK: 000000	08506	Medicare Withholding	0001	T4 201409170474		280.97	38,827.75
9/15/14	9/19	A87223	CHK: 555566	08506	City pd Dental Insurance	0007	DCP201409170474		265.07	39,092.82
9/15/14	9/19	A87224	CHK: 555566	08506	Life Insurance	0007	L1 201409170474		53.49	39,146.31
9/15/14	9/19	A87226	CHK: 555566	08506	Employee Pd Medical Insu	0007	M02201409170474		1,098.88	40,245.19
9/15/14	9/19	A87228	CHK: 555566	08506	City pd Medical Insuranc	0007	MCP201409170474		2,647.99	42,893.18
9/15/14	9/19	A87229	CHK: 555566	08506	City paid unemployment i	0007	UI 201409170474		117.83	43,011.01
9/15/14	9/19	A87233	CHK: 555566	08506	City pd Vision Insurance	0007	VCP201409170474		116.24	43,127.25
9/15/14	9/19	A87238	CHK: 000000	08506	CalPERS	0018	PF2201409170474		377.35	43,504.60
9/15/14	9/19	A87239	CHK: 000000	08506	CalPERS	0018	PF3201409170474		210.72	43,715.32
9/15/14	9/19	A87240	CHK: 000000	08506	Pers Member Contribution	0018	PFR201409170474		1,377.73	45,093.05
9/15/14	9/19	A87247	CHK: 000000	08506	Pers Member Contribs	0018	PRF201409170474		2,316.57	47,409.62
9/15/14	9/19	A87263	CHK: 555577	08506	POB Sfty Side Fund	0038	PER201409170474		2,032.59	49,442.21
9/30/14	10/06	A87875	CHK: 000000	08539	Medicare Withholding	0001	T4 201410020481		340.06	49,782.27
9/30/14	10/06	A87883	CHK: 555827	08539	Employee Pd Medical Insu	0007	M02201410020481		1,121.52	50,903.79
9/30/14	10/06	A87884	CHK: 555827	08539	City paid unemployment i	0007	UI 201410020481		139.14	51,042.93
9/30/14	10/06	A87891	CHK: 000000	08539	CalPERS	0018	PF2201410020481		460.11	51,503.04

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5021-001-090 Benefits * (CONTINUED) *

9/30/14	10/06	A87892	CHK: 000000	08539	CalPERS	0018	PF3201410020481		228.95	51,731.99
9/30/14	10/06	A87893	CHK: 000000	08539	Pers Member Contribution	0018	PFR201410020481		1,411.39	53,143.38
9/30/14	10/06	A87900	CHK: 000000	08539	Pers Member Contribs	0018	PRF201410020481		2,438.30	55,581.68
9/30/14	10/06	A87916	CHK: 555837	08539	POB Sfty Side Fund	0038	PER201410020481		2,118.85	57,700.53
9/30/14	10/20	B19114	3.35	01450	City pd work comp 7/1-9/30/14		JE# 014754		13,815.61	71,516.14
=====				ACCOUNT TOTAL	DB:	71,516.14	CR:	0.00		

5021-001-110 Vehicle Maintenance

B E G I N N I N G B A L A N C E 0.00

7/31/14	8/13	B18821	1.24	01405	Shop,fuel,warehouse bill July	JE# 014525		1,466.77	1,466.77	
7/31/14	8/28	B18896	1.22	01416	Rec insurance cost July	JE# 014580		200.00	1,666.77	
7/31/14	8/28	B18897	1.22	01416	Rec depreciation cost Jul	JE# 014581		2,370.00	4,036.77	
8/31/14	9/10	B18942	2.24	01421	Shop,fuel,warehouse bill Aug	JE# 014615		1,017.98	5,054.75	
8/31/14	9/16	B18998	2.22	01431	Rec insurance cost Aug	JE# 014665		200.00	5,254.75	
8/31/14	9/16	B18999	2.22	01431	Rec depreciation cost Aug	JE# 014666		2,370.00	7,624.75	
9/30/14	10/20	B19095	3.24	01447	Shop,fuel,warehouse bill Sept	JE# 014736		1,612.64	9,237.39	
9/30/14	10/20	B19097	3.22	01448	Rec insurance cost Sept	JE# 014738		200.00	9,437.39	
9/30/14	10/20	B19098	3.22	01448	Rec depreciation cost Sept	JE# 014739		2,370.00	11,807.39	
=====				ACCOUNT TOTAL	DB:	11,807.39	CR:	0.00		

5021-001-230 Professional/Temp Service

B E G I N N I N G B A L A N C E 0.00

9/30/14	9/27	A87318	CHK: 555611	08527	FirePrograms web support 0132	7713		878.40	878.40
=====				ACCOUNT TOTAL	DB:	878.40	CR:	0.00	

5021-001-350 Tools & Equipment (under \$1000

B E G I N N I N G B A L A N C E 0.00

9/18/14	9/18	A86820	CHK: 555437	08500	OlympusAudioRecordr:Walm 0857	07/30/14-08/28/14		205.37	205.37
=====				ACCOUNT TOTAL	DB:	205.37	CR:	0.00	

5021-001-420 Utilities

B E G I N N I N G B A L A N C E 0.00

9/09/14	9/10	C18925	RCPT 02049686	13143	CELL PHONE USE			30.00CR	30.00CR
9/30/14	10/22	B19126	3.37	01452	Corr ck#554162,4779,5401,66006	JE# 014765		16.28	13.72CR
=====				ACCOUNT TOTAL	DB:	16.28	CR:	30.00CR	

5021-001-660 Other Expenses

B E G I N N I N G B A L A N C E 0.00

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
8/18/14	8/18	A84907	CHK: 554924	08421	emt can lined gal,emt li	9051	7167-8		25.92	25.92
				=====	ACCOUNT TOTAL	DB:	25.92	CR:	0.00	

5050-080-010 Salaries, Regular

B E G I N N I N G B A L A N C E

0.00

DEPT: 050 Library & Literacy

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				5,435.47	5,435.47
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				5,487.61	10,923.08
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				5,452.85	16,375.93
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				5,418.09	21,794.02
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				5,452.85	27,246.87
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				5,433.29	32,680.16
				=====	ACCOUNT TOTAL	DB:	32,680.16	CR:	0.00	

5050-080-020 Salaries, Part-time

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				5,146.00	5,146.00
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				4,925.25	10,071.25
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				4,626.00	14,697.25
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				3,168.00	17,865.25
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				3,269.25	21,134.50
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				3,084.25	24,218.75
				=====	ACCOUNT TOTAL	DB:	24,218.75	CR:	0.00	

5050-080-090 Benefits

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/21	A83018	CHK: 000000	08357	Medicare Withholding	0001	T4 201407170470		150.79	150.79
7/15/14	7/21	A83026	CHK: 554335	08357	City pd Dental Insurance	0007	DCP201407170470		98.69	249.48
7/15/14	7/21	A83027	CHK: 554335	08357	Life Insurance	0007	L1 201407170470		19.92	269.40
7/15/14	7/21	A83029	CHK: 554335	08357	Employee Pd Medical Insu	0007	M02201407170470		150.00	419.40
7/15/14	7/21	A83031	CHK: 554335	08357	City pd Medical Insuranc	0007	MCP201407170470		985.91	1,405.31
7/15/14	7/21	A83032	CHK: 554335	08357	City paid unemployment i	0007	UI 201407170470		52.95	1,458.26
7/15/14	7/21	A83036	CHK: 554335	08357	City pd Vision Insurance	0007	VCP201407170470		43.28	1,501.54
7/15/14	7/21	A83047	CHK: 000000	08357	CalPERS	0018	PR2201407170470		90.30	1,591.84
7/15/14	7/21	A83049	CHK: 000000	08357	CalPERS	0018	PRD201407170470		1,051.78	2,643.62
7/31/14	8/01	A83916	CHK: 000000	08390	Medicare Withholding	0001	T4 201407310471		148.32	2,791.94
7/31/14	8/01	A83924	CHK: 554612	08390	Employee Pd Medical Insu	0007	M02201407310471		150.00	2,941.94
7/31/14	8/01	A83925	CHK: 554612	08390	City paid unemployment i	0007	UI 201407310471		52.10	2,994.04
7/31/14	8/01	A83938	CHK: 000000	08390	CalPERS	0018	PR2201407310471		103.20	3,097.24
7/31/14	8/01	A83940	CHK: 000000	08390	CalPERS	0018	PRD201407310471		1,051.78	4,149.02
8/15/14	8/19	A85122	CHK: 000000	08429	Medicare Withholding	0001	T4 201408150472		143.51	4,292.53
8/15/14	8/19	A85130	CHK: 554961	08429	City pd Dental Insurance	0007	DCP201408150472		99.10	4,391.63

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
8/15/14	8/19	A85131	CHK: 554961	08429 Life Insurance	0007	L1 201408150472		20.00	4,411.63
8/15/14	8/19	A85133	CHK: 554961	08429 Employee Pd Medical Insu	0007	M02201408150472		150.00	4,561.63
8/15/14	8/19	A85135	CHK: 554961	08429 City pd Medical Insuranc	0007	MCP201408150472		990.00	5,551.63
8/15/14	8/19	A85136	CHK: 554961	08429 City paid unemployment i	0007	UI 201408150472		50.41	5,602.04
8/15/14	8/19	A85140	CHK: 554961	08429 City pd Vision Insurance	0007	VCP201408150472		43.46	5,645.50
8/15/14	8/19	A85151	CHK: 000000	08429 CalPERS	0018	PR2201408150472		94.60	5,740.10
8/15/14	8/19	A85153	CHK: 000000	08429 CalPERS	0018	PRD201408150472		1,051.78	6,791.88
8/31/14	9/04	A86025	CHK: 000000	08473 Medicare Withholding	0001	T4 201409020473		121.87	6,913.75
8/31/14	9/04	A86033	CHK: 555230	08473 Employee Pd Medical Insu	0007	M02201409020473		150.00	7,063.75
8/31/14	9/04	A86034	CHK: 555230	08473 City paid unemployment i	0007	UI 201409020473		42.98	7,106.73
8/31/14	9/04	A86047	CHK: 000000	08473 CalPERS	0018	PR2201409020473		86.01	7,192.74
8/31/14	9/04	A86049	CHK: 000000	08473 CalPERS	0018	PRD201409020473		1,051.78	8,244.52
9/15/14	9/19	A87215	CHK: 000000	08506 Medicare Withholding	0001	T4 201409170474		123.81	8,368.33
9/15/14	9/19	A87223	CHK: 555566	08506 City pd Dental Insurance	0007	DCP201409170474		99.10	8,467.43
9/15/14	9/19	A87224	CHK: 555566	08506 Life Insurance	0007	L1 201409170474		20.00	8,487.43
9/15/14	9/19	A87226	CHK: 555566	08506 Employee Pd Medical Insu	0007	M02201409170474		150.00	8,637.43
9/15/14	9/19	A87228	CHK: 555566	08506 City pd Medical Insuranc	0007	MCP201409170474		990.00	9,627.43
9/15/14	9/19	A87229	CHK: 555566	08506 City paid unemployment i	0007	UI 201409170474		43.65	9,671.08
9/15/14	9/19	A87233	CHK: 555566	08506 City pd Vision Insurance	0007	VCP201409170474		43.46	9,714.54
9/15/14	9/19	A87244	CHK: 000000	08506 CalPERS	0018	PR2201409170474		94.60	9,809.14
9/15/14	9/19	A87246	CHK: 000000	08506 CalPERS	0018	PRD201409170474		1,051.78	10,860.92
9/30/14	10/06	A87875	CHK: 000000	08539 Medicare Withholding	0001	T4 201410020481		120.87	10,981.79
9/30/14	10/06	A87883	CHK: 555827	08539 Employee Pd Medical Insu	0007	M02201410020481		150.00	11,131.79
9/30/14	10/06	A87884	CHK: 555827	08539 City paid unemployment i	0007	UI 201410020481		42.60	11,174.39
9/30/14	10/06	A87897	CHK: 000000	08539 CalPERS	0018	PR2201410020481		89.76	11,264.15
9/30/14	10/06	A87899	CHK: 000000	08539 CalPERS	0018	PRD201410020481		1,051.78	12,315.93
9/30/14	10/20	B19114	3.35	01450 City pd work comp 7/1-9/30/14		JE# 014754		138.36	12,454.29
=====				ACCOUNT TOTAL	DB:	12,454.29	CR:	0.00	

5050-080-120

Building/Grounds Maint

B E G I N N I N G B A L A N C E

0.00

8/08/14	8/08	A84239	CHK: 554743	08395 qt minwax wood fnsh,int	7680	201409		35.08	35.08
8/08/14	8/08	A84245	CHK: 554743	08395 wood finish,mskng tape,r	7680	6170332		61.96	97.04
=====				ACCOUNT TOTAL	DB:	97.04	CR:	0.00	

5050-080-210

Advertising

B E G I N N I N G B A L A N C E

0.00

8/29/14	8/29	A85627	CHK: 555135	08439 School Calendar- Library	8069	222-0714		400.00	400.00
=====				ACCOUNT TOTAL	DB:	400.00	CR:	0.00	

5050-080-230

Professional/Temp Services

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83207	VOID: 553655	08387 REVERSE VOIDED CHECK	8244	Inv#:0000001		300.00CR	300.00CR
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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
7/31/14	7/31	A83472	CHK: 554471	08368	Annual Plan Fee 7/1/14-9	4693	14383		7.07	292.93CR
				=====	ACCOUNT TOTAL	DB:	7.07	CR:	300.00CR	

5050-080-320 Office/Computer Supplies

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83416	CHK: 554438	08368	secrty strips, alpha lab	2569	5337877		278.82	278.82
7/31/14	7/31	A83417	CHK: 554438	08368	multi-prnt labels,clear	2569	5338862		480.80	759.62
7/31/14	7/31	A83509	CHK: 554501	08368	trans tape book,p/s labe	7226	718717287-001		425.49	1,185.11
7/31/14	7/31	A83635	CHK: 554591	08368	2pk windex,2/3rd grd tab	9657	000900		15.92	1,201.03
9/10/14	9/10	A86337	CHK: 555336	08475	(3)hp toners black	7226	705964404-001		395.91	1,596.94
9/10/14	9/10	A86339	CHK: 555336	08475	3-3/8in base call bell,c	7226	706055652-001		44.66	1,641.60
9/10/14	9/10	A86340	CHK: 555336	08475	(2)wireless mouse m325	7226	706055870-001		63.13	1,704.73
9/10/14	9/10	A86345	CHK: 555336	08475	photo paper,cli-226 ink,	7226	725809458-001		361.46	2,066.19
9/30/14	9/30	A87464	CHK: 555709	08518	crystal clear tape,1bl p	2569	5405867		186.23	2,252.42
				=====	ACCOUNT TOTAL	DB:	2,252.42	CR:	0.00	

5050-080-350 Tools/Equipment (under\$1,000)

B E G I N N I N G B A L A N C E

0.00

7/10/14	7/10	A82300	CHK: 554062	08317	econ av cart,8"safety be	2569	5334258		428.08	428.08
8/08/14	8/08	A84240	CHK: 554743	08395	pvc40 pipe,pvc cap slip,	7680	21702		41.12	469.20
9/10/14	9/09	A86125	CHK: 555281	08491	OfficeEQ Keyboards	1505	90441-0		373.61	842.81
9/10/14	9/09	A86129	CHK: 555294	08491	ChildrensArea Equipment	2326	QQ33412		71.97	914.78
9/10/14	9/09	A86129	CHK: 555294	08491	Shipping	2326	QQ33412		33.00	947.78
				=====	ACCOUNT TOTAL	DB:	947.78	CR:	0.00	

5050-080-360 Library Books

B E G I N N I N G B A L A N C E

0.00

7/10/14	7/10	A82318	CHK: 554117	08317	library books	7582	R:265335		6,976.32	6,976.32
7/10/14	7/10	A82319	CHK: 554117	08317	library books	7582	R:265337		1,899.19	8,875.51
8/08/14	8/08	A84233	CHK: 554739	08395	library books	7582	R:265534		1,764.25	10,639.76
8/08/14	8/08	A84234	CHK: 554739	08395	library books	7582	R:265536		1,149.49	11,789.25
9/30/14	9/30	A87534	CHK: 555631	08528	library books	0779	L1042814082014		4,464.22	16,253.47
				=====	ACCOUNT TOTAL	DB:	16,253.47	CR:	0.00	

5050-080-410 Meeting Expense

B E G I N N I N G B A L A N C E

0.00

8/18/14	8/18	A84826	CHK: 554890	08421	mileage reimbrsmnt 8/8/1	7180	8/8/2014		35.84	35.84
				=====	ACCOUNT TOTAL	DB:	35.84	CR:	0.00	

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT=====BALANCE=====

5050-080-420 Utilities

B E G I N N I N G B A L A N C E

0.00

7/18/14	7/18	A82825	CHK: 554301	08349	edison billing July 2014	9160	July 2014	469.21	469.21
7/18/14	7/18	A82826	CHK: 554305	08349	gas billing July 2014	9180	July 2014	1.88	471.09
8/18/14	8/18	A84884	CHK: 554908	08421	COP billing July 2014	7857	July 2014	60.07	531.16
8/18/14	8/18	A84908	CHK: 554925	08421	edison billing Jul-Aug 2	9160	Jul-Aug 2014	1,567.63	2,098.79
8/18/14	8/18	A84909	CHK: 554934	08421	gas billing Jul-Aug 2014	9180	July-Aug 2014	6.24	2,105.03
9/10/14	9/10	A86426	CHK: 555382	08475	gas billing Jul-Aug 2014	9180	Jul-Aug 2014	6.27	2,111.30
9/18/14	9/18	A86976	CHK: 555509	08500	COP billing 7/30-8/31/14	7857	7/30/14-8/31/14	59.85	2,171.15
9/18/14	9/18	A87011	CHK: 555532	08500	edison billing Aug-Sep 2	9160	Aug-Sept 2014	1,439.86	3,611.01
=====				ACCOUNT TOTAL	DB:	3,611.01	CR:	0.00	

5050-080-440 Training Expense

B E G I N N I N G B A L A N C E

0.00

9/10/14	9/10	A86374	CHK: 555348	08475	LibraryPrgrmsForSchoolRea	7591	20495	75.00	75.00
=====				ACCOUNT TOTAL	DB:	75.00	CR:	0.00	

5050-080-450 Publication and Dues

B E G I N N I N G B A L A N C E

0.00

7/10/14	7/10	A82279	CHK: 554043	08317	Schlstd Bookflx7/1/14-6/	1552	6050	2,780.40	2,780.40
7/31/14	7/31	A83359	CHK: 554395	08368	Online Tutoring 7/1/14-6	0890	2005503	3,000.00	5,780.40
7/31/14	7/31	A83627	CHK: 554584	08368	8/1/14-7/3/15 subscripti	9562	A#:TD0034161	186.43	5,966.83
8/18/14	8/18	A84887	CHK: 554912	08421	52wks subscription-Libra	8068	Acct#:0011727	157.98	6,124.81
9/30/14	9/30	A87376	CHK: 555742	08533	Annual Subscription Wifi	7174	130540	2,062.50	8,187.31
=====				ACCOUNT TOTAL	DB:	8,187.31	CR:	0.00	

5050-080-490 Consumables

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83325	CHK: 554364	08368	(150)value polypropylene	0004	3439461	220.62	220.62
7/31/14	7/31	A83575	CHK: 554535	08368	koal-aid jam grape	8715	179501	16.68	237.30
7/31/14	7/31	A83576	CHK: 554535	08368	koal-aid jam grape	8715	179503	11.12	248.42
7/31/14	7/31	A83577	CHK: 554535	08368	cereal,gummi worms,pnt b	8715	180805	21.95	270.37
7/31/14	7/31	A83581	CHK: 554535	08368	med clear ontne, soft dr	8715	184584	26.01	296.38
8/18/14	8/18	A84903	CHK: 554923	08421	cake,frst spr,hawaiian p	8715	186348	23.21	319.59
8/29/14	8/29	A85734	CHK: 555185	08439	cereal,carrotts,cheeze i	9657	006512	117.62	437.21
9/30/14	9/30	A87512	CHK: 555797	08518	Bookmarks,Prg tracker,Re	9546	5381494	64.19	501.40
=====				ACCOUNT TOTAL	DB:	501.40	CR:	0.00	

5050-080-520 Insurance, Liability

B E G I N N I N G B A L A N C E

0.00

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-880

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
7/31/14	8/06	B18774	1.15	01403 Tr liability exp to RM July		JE# 014484		387.00	387.00
8/31/14	9/10	B18934	2.15	01421 Tr liability exp to RM Aug		JE# 014607		383.00	770.00
9/30/14	10/10	B19062	3.15	01446 Tr liability exp to RM Sept		JE# 014710		383.00	1,153.00
=====				ACCOUNT TOTAL	DB:	1,153.00	CR:	0.00	

5050-080-660

Other Expenses

B E G I N N I N G B A L A N C E

0.00

8/29/14	8/29	A85487	CHK: 555050	08439 Reading Pays poster,Book 2569		5368699		29.54	29.54
=====				ACCOUNT TOTAL	DB:	29.54	CR:	0.00	

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000 ERRORS IN THIS REPORT!

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** REPORT TOTALS **

--- DEBITS ---

--- CREDITS ---

BEGINNING BALANCES: 0.00

0.00

REPORTED ACTIVITY: 664,835.71

9,119.68CR

ENDING BALANCES: 664,835.71

9,119.68CR

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Fund : 089-Capital Projects

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 090 General Government

SUPPRESS ZEROS

ACCOUNTS: 5090-004-010 THRU 5090-004-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5090-004-010 Salaries, Regular

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/17	P03897	PYEXP	00355	PY P.E. 07-15-14				1,155.93	1,155.93
7/31/14	7/31	P03901	PYEXP	00356	PY P.E. 07-31-14				596.24	1,752.17
8/15/14	8/15	P03904	PYEXP	00357	PY P.E. 08-15-14				583.73	2,335.90
8/31/14	9/02	P03908	PYEXP	00358	PY P.E. 08-31-14				2,005.19	4,341.09
9/15/14	9/17	P03912	PYEXP	00359	PY P.E. 09-15-14				979.96	5,321.05
9/30/14	10/02	P03916	PYEXP	00360	PY P.E. 09-30-14				682.62	6,003.67
=====				ACCOUNT TOTAL	DB:	6,003.67	CR:	0.00		

5090-004-090

Benefits

B E G I N N I N G B A L A N C E

0.00

7/15/14	7/21	A83018	CHK: 000000	08357	Medicare Withholding	0001	T4 201407170470		16.45	16.45
7/15/14	7/21	A83026	CHK: 554335	08357	City pd Dental Insurance	0007	DCP201407170470		12.97	29.42
7/15/14	7/21	A83027	CHK: 554335	08357	Life Insurance	0007	L1 201407170470		2.61	32.03
7/15/14	7/21	A83029	CHK: 554335	08357	Employee Pd Medical Insu	0007	M02201407170470		37.49	69.52
7/15/14	7/21	A83031	CHK: 554335	08357	City pd Medical Insuranc	0007	MCP201407170470		129.54	199.06
7/15/14	7/21	A83032	CHK: 554335	08357	City paid unemployment i	0007	UI 201407170470		5.85	204.91
7/15/14	7/21	A83036	CHK: 554335	08357	City pd Vision Insurance	0007	VCP201407170470		5.69	210.60
7/15/14	7/21	A83040	CHK: 000000	08357	CalPERS Contributions	0018	PDH201407170470		66.22	276.82
7/15/14	7/21	A83049	CHK: 000000	08357	CalPERS	0018	PRD201407170470		142.53	419.35
7/15/14	7/21	A83052	CHK: 000000	08357	CalPERS	0018	PRM201407170470		35.70	455.05
7/31/14	8/01	A83916	CHK: 000000	08390	Medicare Withholding	0001	T4 201407310471		8.40	463.45
7/31/14	8/01	A83924	CHK: 554612	08390	Employee Pd Medical Insu	0007	M02201407310471		21.10	484.55
7/31/14	8/01	A83925	CHK: 554612	08390	City paid unemployment i	0007	UI 201407310471		3.00	487.55
7/31/14	8/01	A83931	CHK: 000000	08390	CalPERS Contributions	0018	PDH201407310471		16.55	504.10
7/31/14	8/01	A83940	CHK: 000000	08390	CalPERS	0018	PRD201407310471		99.70	603.80
7/31/14	8/01	A83943	CHK: 000000	08390	CalPERS	0018	PRM201407310471		8.57	612.37
8/15/14	8/19	A85122	CHK: 000000	08429	Medicare Withholding	0001	T4 201408150472		8.22	620.59
8/15/14	8/19	A85130	CHK: 554961	08429	City pd Dental Insurance	0007	DCP201408150472		6.99	627.58
8/15/14	8/19	A85131	CHK: 554961	08429	Life Insurance	0007	L1 201408150472		1.42	629.00
8/15/14	8/19	A85133	CHK: 554961	08429	Employee Pd Medical Insu	0007	M02201408150472		24.93	653.93
8/15/14	8/19	A85135	CHK: 554961	08429	City pd Medical Insuranc	0007	MCP201408150472		69.89	723.82
8/15/14	8/19	A85136	CHK: 554961	08429	City paid unemployment i	0007	UI 201408150472		2.96	726.78
8/15/14	8/19	A85140	CHK: 554961	08429	City pd Vision Insurance	0007	VCP201408150472		3.07	729.85
8/15/14	8/19	A85144	CHK: 000000	08429	CalPERS Contributions	0018	PDH201408150472		27.59	757.44
8/15/14	8/19	A85153	CHK: 000000	08429	CalPERS	0018	PRD201408150472		90.67	848.11
8/15/14	8/19	A85156	CHK: 000000	08429	CalPERS	0018	PRM201408150472		4.28	852.39
8/31/14	9/04	A86025	CHK: 000000	08473	Medicare Withholding	0001	T4 201409020473		27.76	880.15
8/31/14	9/04	A86033	CHK: 555230	08473	Employee Pd Medical Insu	0007	M02201409020473		42.19	922.34
8/31/14	9/04	A86034	CHK: 555230	08473	City paid unemployment i	0007	UI 201409020473		10.15	932.49
8/31/14	9/04	A86040	CHK: 000000	08473	CalPERS Contributions	0018	PDH201409020473		121.42	1,053.91
8/31/14	9/04	A86048	CHK: 000000	08473	CalPERS	0018	PR3201409020473		27.85	1,081.76
8/31/14	9/04	A86049	CHK: 000000	08473	CalPERS	0018	PRD201409020473		98.72	1,180.48
8/31/14	9/04	A86052	CHK: 000000	08473	CalPERS	0018	PRM201409020473		186.60	1,367.08

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D E T A I L L I S T I N G

PAGE: 2

Fund : 089-Capital Projects

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 090 General Government

SUPPRESS ZEROS

ACCOUNTS: 5090-004-010 THRU 5090-004-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
9/15/14	9/19	A87215	CHK: 000000	08506	Medicare Withholding	0001	T4 201409170474		12.88	1,379.96
9/15/14	9/19	A87222	CHK: 555566	08506	Dept Head Dental Insuran	0007	D3 201409170474		0.79	1,380.75
9/15/14	9/19	A87223	CHK: 555566	08506	City pd Dental Insurance	0007	DCP201409170474		11.42	1,392.17
9/15/14	9/19	A87224	CHK: 555566	08506	Life Insurance	0007	L1 201409170474		2.41	1,394.58
9/15/14	9/19	A87226	CHK: 555566	08506	Employee Pd Medical Insu	0007	M02201409170474		30.90	1,425.48
9/15/14	9/19	A87227	CHK: 555566	08506	Dept Head Medical Insura	0007	M03201409170474		13.60	1,439.08
9/15/14	9/19	A87228	CHK: 555566	08506	City pd Medical Insuranc	0007	MCP201409170474		114.21	1,553.29
9/15/14	9/19	A87229	CHK: 555566	08506	City paid unemployment i	0007	UI 201409170474		4.97	1,558.26
9/15/14	9/19	A87232	CHK: 555566	08506	Dept Head Vision Insuran	0007	V3 201409170474		0.47	1,558.73
9/15/14	9/19	A87233	CHK: 555566	08506	City pd Vision Insurance	0007	VCP201409170474		5.02	1,563.75
9/15/14	9/19	A87237	CHK: 000000	08506	CalPERS Contributions	0018	PDH201409170474		65.87	1,629.62
9/15/14	9/19	A87245	CHK: 000000	08506	CalPERS	0018	PR3201409170474		37.13	1,666.75
9/15/14	9/19	A87246	CHK: 000000	08506	CalPERS	0018	PRD201409170474		77.63	1,744.38
9/15/14	9/19	A87249	CHK: 000000	08506	CalPERS	0018	PRM201409170474		33.19	1,777.57
9/30/14	10/06	A87875	CHK: 000000	08539	Medicare Withholding	0001	T4 201410020481		8.57	1,786.14
9/30/14	10/06	A87883	CHK: 555827	08539	Employee Pd Medical Insu	0007	M02201410020481		17.26	1,803.40
9/30/14	10/06	A87884	CHK: 555827	08539	City paid unemployment i	0007	UI 201410020481		3.47	1,806.87
9/30/14	10/06	A87890	CHK: 000000	08539	CalPERS Contributions	0018	PDH201410020481		57.52	1,864.39
9/30/14	10/06	A87899	CHK: 000000	08539	CalPERS	0018	PRD201410020481		66.79	1,931.18
9/30/14	10/06	A87902	CHK: 000000	08539	CalPERS	0018	PRM201410020481		20.88	1,952.06
=====				ACCOUNT TOTAL	DB:	1,952.06	CR:	0.00		

5090-004-880

Capital Expenditures

B E G I N N I N G B A L A N C E

0.00

7/31/14	7/31	A83422	CHK: 554447	08368	federal express svc 7/9/	3430	2-721-92315		4.46	4.46
7/31/14	8/06	B18773	1.13	01403	Rec copier usage for July		JE# 014483		0.27	4.73
7/31/14	7/31	A83221	CHK: 554452	08388	PUBLIC SAFETY BUILDI	3626	#1		1,100.00	1,104.73
8/08/14	8/08	A84141	CHK: 554683	08395	compact test@PubSftyBldg	2261	90940		613.33	1,718.06
8/08/14	8/08	A84142	CHK: 554683	08395	compac test@PubSftyBldg7	2261	9117		345.00	2,063.06
8/08/14	8/08	A84164	CHK: 554700	08395	federal exp svc 7/14/14	3430	2-720-78674 na		5.84	2,068.90
8/08/14	8/08	A84407	CHK: 554672	08418	PROFESSIONAL SERVICES	1015	5785		215.39	2,284.29
8/08/14	8/08	A84420	CHK: 554783	08418	PUBLIC SAFETY BUILDING	9720	195008		266,588.37	268,872.66
8/29/14	8/29	A85473	CHK: 555044	08439	compact test@Public Sfty	2261	9199		3,486.25	272,358.91
8/29/14	8/29	A85498	CHK: 555060	08439	federal exp svc 7/30,8/4	3430	2-749-58267		17.67	272,376.58
8/29/14	8/28	A85314	CHK: 555194	08462	SET PSB TEST LOCATIONS	9859	17578		1,450.60	273,827.18
8/31/14	9/10	B18933	2.13	01421	Rec copier usage for Aug		JE# 014606		0.27	273,827.45
8/31/14	9/10	B18945	2.27	01421	Blding permit Public Sfty Bld		JE# 014618		1,301.00	275,128.45
9/10/14	9/10	A86183	CHK: 555306	08497	PUBLIC SAFETY BUILDI	3626	#2		2,800.00	277,928.45
9/10/14	9/10	A86197	CHK: 555408	08497	PUBLIC SAFETY BUILDING	9720	195015		126,997.34	404,925.79
9/10/14	9/10	A86200	CHK: 555419	08497	PSB CONSTRUCTION STAKING	9859	17540		3,925.00	408,850.79
9/18/14	9/18	A86850	CHK: 555457	08500	compact test@PublcSftyBl	2261	9216		540.00	409,390.79
9/30/14	9/30	A87553	CHK: 555704	08528	compact test@Public Sfty	2261	9254		670.00	410,060.79
9/30/14	10/22	B19120	3.13	01452	Rec copier usage for Sept		JE# 014759		0.41	410,061.20
9/30/14	9/30	A87372	CHK: 555716	08533	PUBLIC SAFETY BUILDI	3626	3		4,100.00	414,161.20
9/30/14	9/30	A87378	CHK: 555783	08533	PUB SAFT BLDG ADD#1	9247	37439		3,313.21	417,474.41
9/30/14	9/30	A87378	CHK: 555783	08533	PUB SAFT BLDG ADD #2 (PA	9247	37439		1,047.40	418,521.81
9/30/14	9/30	A87379	CHK: 555783	08533	PUBLIC SAFETY BUILDING	9247	37548		475.00	418,996.81

11-07-2014 2:19 PM

D E T A I L L I S T I N G

PAGE: 3

Fund : 089-Capital Projects

PERIOD TO USE: Jul-2014 THRU Sep-2014

DEPT : 090 General Government

SUPPRESS ZEROS

ACCOUNTS: 5090-004-010 THRU 5090-004-880

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
9/30/14	9/30	A87380	CHK: 555783	08533 PUBLIC SAFETY BUILDING	9247	37652		5,440.49	424,437.30
9/30/14	9/30	A87381	CHK: 555783	08533 PLANO BRG ADD#2 (PARTIAL	9247	37853		2,820.74	427,258.04
9/30/14	9/27	A87362	CHK: 555814	08527 SURVEYING	9859	17617		2,486.50	429,744.54
=====				ACCOUNT TOTAL	DB:	429,744.54	CR:	0.00	

----*--*--*--*--*--*--*--*

000 ERRORS IN THIS REPORT!

----*--*--*--*--*--*--*--*

** REPORT TOTALS **

--- DEBITS ---

--- CREDITS ---

BEGINNING BALANCES: 0.00

0.00

REPORTED ACTIVITY: 437,700.27

0.00

ENDING BALANCES: 437,700.27

0.00

Transactions and Use Tax Oversight Committee
Coleman Conference Room, City Hall
Wednesday November 12, 2014, 6:00 PM

Roll Call: Russell "Buck" Fletcher, Margaret Stinson, Kat Harris, Janet Meister, Gail Lemmen, Khris Saleh, Salvador Estrada

Oral Communications

No community members were present

Scheduled Matters

Minutes of October 22, 2014: Buck reported that he went to City Council and reported on other matters. He is still discussing with the City Manager about having the budget published in the Excel format and future projects.

Margaret: We should have had a Measure H fire truck with all of the members riding in or walking with it for next years Veteran's Day Parade.

Kat moves to accept the minutes. Margaret seconds the motion. Passed by voice vote

Review of 1st Quarter Measure H Expenditures for FY 2014/2015 Budget (as of September 30, 2014)

Khris: For Maria- Why current period is different from YTD. Differences between September (current period) and the first quarter (YTD)

Khris: Police and Fire Retirement, What is POB? Maria: Pension Obligation Bonds, which are issued by Rabo Bank instead of by CalPers.

Vehicle Maintenance in the Police Department: Why is there a spike in the fuel and maintenance expenditures? Captain Kroutil will look into the spike and report. (He sent an email detailing the expenditures on November 17th.)

Tools and Equipment- Police Department purchased new dispatch chairs. Did Measure H pay for all of a chair or just a percentage? Measure H pays for 2 dispatchers, which is 17% of the dispatchers. Measure H paid for 17% of the total bill for the chairs. The chairs are high quality dispatcher chairs.

Other Expenses- Blue Aluminum Plate- nameplates on the board are of all the people who work for the department. Measure H is paying for a percentage of the new plates.

Food- Food for the Juvenile Diversion program

License Renewal- Cell bright device which is a phone ripping which extracts information from phones with a warrant. Measure H pays a percentage of the yearly fee.

Fire: Fire Program Web Support- Annual fee for Investigation Vehicle 24% Measure H/76% General Fund

Audio Recorder for investigating fires

Library: How does the library decide how much to charge Measure H and how much to charge the General Fund? Vicki: Measure H pays for 3 personnel and 30% of Janitorial supplies. Utilities are paid 30% Measure H/70% General Fund. Measure H also pays for some office and computer supplies.

Public Safety Building construction expenses are billed each month.

What is the Set PSB Test Locations? This was sent to Mr. Winter, a Civil Engineer, for preparation of the building or the land. All of the expenses for the Public Safety Building go to the City Council as bids that are approved by the City Council. Construction

Manager and the engineers review line items and approve each budget. Chief LaPere checks on the project weekly and meets with Webb & Sons to check on progress. The Public Station is a firm bid project (meaning Webb & Sons is paid what their bid was) plus a contingency cushion for unexpected expenses.

Other Questions, Comments and Concerns:

Sal- YTD increase of \$17,000 from last year. The increase is in Utilities and collection and Development funds.

Does the city provide guidelines for the library budget? Maria recently worked up the percentage for Utilities.

Captain Kroutil- someone who is hired by Measure H stays with Measure H until they are transferred.

Library: There is an equal commitment between Measure H and the General Fund for books. After the Library Board drafted the definition of literacy, Vicki used that definition to guide how much to charge to Measure H.

Sal had a concern for overtime hours increase in the Police and Fire Department. Captain Kroutil said events trigger overtime, but the department is working to decrease overtime hours.

Chief Hall said Overtime fluctuates widely and are not reimbursed by the agency that required the overtime in the same quarter that the overtime is charged.

Captain Kroutil- School Resource Officers training

Janet Ayala is a Measure H officer

We have 4 School Resource officers- one for Burton and three for PUSD. Burton pays for 75% of their SRO and PUSD pays for 75% of one of their SRO. Measure H pays for one SRO and the General Fund pays for the other officer.

Total Library funding is \$1.1 million. \$700,000 is General Fund and the rest are Measure H and California Library Fund.

Janet: Under utilities- Chief Irish cell phone use and a correction for the Fire Investigators cell phone. IT switched providers so for a month or two there was not a charge for the cell phones, but that is now corrected.

Kat moves to accept the budget as presented. Margaret seconds the motion.

Discussion: Khris is concerned about Library and Literacy funding does not have a strict percentage that is charged to Measure H for items such as maintenance and supplies.

Khris would like to see a formula to explain library expenditures.

Margaret pointed out library employees are different from Fire and Police departments in that Library employees are fluid in their duties- sometimes doing Measure H Literacy work and sometimes not. Khris is concerned with Maintenance and Utilities

Expenditures. Mr. Lollis said he would look at the percent increase in hours from before Measure H and make the increase a percentage of the budget for those items. Mr. Lollis will look into making library expenditure more objective.

6 Ayes

1 Nay

3. Other Matters: Concerning animal control being part of Measure H- Animal Control is currently under the Police Department.

Can large projects be brought to our attention before they are approved? City Council is concerned that Measure H committee not be an advisory committee.

Buck will work with city staff concerning getting Measure H budget in a useable format.

Kat has been going to Animal Control meetings and they are trying to get Animal Control under Measure H.

Margaret wants to use Measure H fire engine to promote Measure H so people can see what their money is being spent on. Police Department will look into Measure H tags on police vehicles that are supported by Measure H.

Do we have any crime and fire stats to show how Measure H funds have made a difference? Captain Kroutil: Crime rate has decreased because we have been able to staff our department and implement the sector program, which is fully staffed reducing response time.

Fire: Response time prior to Measure H was 60% of the time 5 minutes or less. Now response time is 80% of the time 5 minutes or less. Fire Department is able to handle multiple calls. There has been a reduction of fires along the Tule River because the fire investigator has arrested and prosecuted more people and has also increased weed abatement efforts

Next meeting will be Wednesday February 11th (Kat will be gone) at 6PM

Respectfully submitted,

Gail Lemmen

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<u>TAXES</u>							
<u>OTHER TAXES</u>							
4011 Sales Tax - Measure H	3,245,254	328,113.93	1,304,440.25	0.00	1,940,813.75	40.20	1,343,741.86
TOTAL OTHER TAXES	3,245,254	328,113.93	1,304,440.25	0.00	1,940,813.75	40.20	1,343,741.86
TOTAL TAXES	3,245,254	328,113.93	1,304,440.25	0.00	1,940,813.75	40.20	1,343,741.86
<u>USE OF MONEY & PROPERTY</u>							
<u>USE OF MONEY & PROPERTY</u>							
4601 Interest on Investments	25,000	5,081.31	16,084.29	0.00	8,915.71	64.34	18,988.92
TOTAL USE OF MONEY & PROPERTY	25,000	5,081.31	16,084.29	0.00	8,915.71	64.34	18,988.92
TOTAL USE OF MONEY & PROPERTY	25,000	5,081.31	16,084.29	0.00	8,915.71	64.34	18,988.92
<u>CHARGES FOR SERVICES</u>							
<u>PUBLIC SAFETY</u>							
4811 Police Services	2,500	0.00	1,777.99	0.00	722.01	71.12	0.00
TOTAL PUBLIC SAFETY	2,500	0.00	1,777.99	0.00	722.01	71.12	0.00
TOTAL CHARGES FOR SERVICES	2,500	0.00	1,777.99	0.00	722.01	71.12	0.00
TOTAL REVENUES	3,272,754	333,195.24	1,322,302.53	0.00	1,950,451.47	40.40	1,362,730.78
	=====	=====	=====	=====	=====	=====	=====

ATTACHMENT 6

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax

DEPARTMENT - POLICE PROTECTION

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<u>POLICE DEPARTMENT</u>							
<u>PERSONNEL SERVICES</u>							
5020-005-010 Salaries, Regular	767,744	61,876.42	374,328.77	0.00	393,415.23	48.76	355,984.48
5020-005-030 Salaries, Overtime	75,000	1,295.17	25,182.64	0.00	49,817.36	33.58	31,929.17
5020-005-090 Benefits	<u>361,598</u>	<u>42,734.60</u>	<u>180,440.85</u>	<u>0.00</u>	<u>181,157.15</u>	<u>49.90</u>	<u>168,191.18</u>
TOTAL PERSONNEL SERVICES	1,204,342	105,906.19	579,952.26	0.00	624,389.74	48.16	556,104.83
<u>MAINTENANCE</u>							
5020-005-110 Vehicle Maintenance	130,000	9,048.83	62,563.47	0.00	67,436.53	48.13	65,659.54
5020-005-140 Computer Equip Maintenan	15,000	0.00	0.00	360.00	14,640.00	2.40	499.50
5020-005-190 Other Equipment Maintenan	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>72.18</u>
TOTAL MAINTENANCE	146,000	9,048.83	62,563.47	360.00	83,076.53	43.10	66,231.22
<u>SERVICES</u>							
5020-005-220 Printing/Copying	9,000	0.00	233.81	0.00	8,766.19	2.60	58.46
5020-005-230 Professional/Temp Service	<u>40,000</u>	<u>3,661.72</u>	<u>19,423.36</u>	<u>0.00</u>	<u>20,576.64</u>	<u>48.56</u>	<u>18,808.66</u>
TOTAL SERVICES	49,000	3,661.72	19,657.17	0.00	29,342.83	40.12	18,867.12
<u>SUPPLIES & MATERIALS</u>							
5020-005-350 Tools/Equipment (under \$1	<u>2,000</u>	<u>0.00</u>	<u>682.00</u>	<u>(57.97)</u>	<u>1,375.97</u>	<u>31.20</u>	<u>376.26</u>
TOTAL SUPPLIES & MATERIALS	2,000	0.00	682.00	(57.97)	1,375.97	31.20	376.26
<u>OTHER OPERATING COSTS</u>							
5020-005-430 Uniform Allowance	4,000	0.00	0.00	0.00	4,000.00	0.00	1,711.14
5020-005-440 Training Expense	8,000	2,065.65	3,905.23	0.00	4,094.77	48.82	2,442.50
5020-005-450 Publication and Dues	800	50.00	50.00	0.00	750.00	6.25	0.00
5020-005-480 Firearms & Range Expense	2,000	0.00	0.00	0.00	2,000.00	0.00	0.00
5020-005-490 Investigation Costs	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER OPERATING COSTS	15,800	2,115.65	3,955.23	0.00	11,844.77	25.03	4,153.64
<u>OTHER EXPENSES</u>							
5020-005-660 Other Expense	<u>10,000</u>	<u>0.00</u>	<u>598.35</u>	<u>0.00</u>	<u>9,401.65</u>	<u>5.98</u>	<u>0.00</u>
TOTAL OTHER EXPENSES	10,000	0.00	598.35	0.00	9,401.65	5.98	0.00
<u>CAPITAL OUTLAY</u>							
5020-005-730 Other Machinery/Equipment	<u>25,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	<u>25,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL POLICE DEPARTMENT	1,452,142	120,732.39	667,408.48	302.03	784,431.49	45.98	645,733.07
TOTAL POLICE PROTECTION	1,452,142	120,732.39	667,408.48	302.03	784,431.49	45.98	645,733.07

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax
DEPARTMENT - FIRE PROTECTION
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<u>FIRE DEPARTMENT</u>							
<u>PERSONNEL SERVICES</u>							
5021-001-010 Salaries, Regular	585,261	43,800.51	285,412.07	0.00	299,848.93	48.77	283,647.51
5021-001-030 Salaries, Overtime	50,500 (	3,084.34) (	4,395.03)	0.00	54,895.03	8.70- (	2,484.89)
5021-001-090 Benefits	<u>301,239</u>	<u>30,267.06</u>	<u>141,027.73</u>	<u>0.00</u>	<u>160,211.27</u>	<u>46.82</u>	<u>139,797.74</u>
TOTAL PERSONNEL SERVICES	937,000	70,983.23	422,044.77	0.00	514,955.23	45.04	420,960.36
<u>MAINTENANCE</u>							
5021-001-110 Vehicle Maintenance	<u>40,000</u>	<u>3,242.93</u>	<u>21,460.74</u>	<u>0.00</u>	<u>18,539.26</u>	<u>53.65</u>	<u>16,902.15</u>
TOTAL MAINTENANCE	40,000	3,242.93	21,460.74	0.00	18,539.26	53.65	16,902.15
<u>SERVICES</u>							
5021-001-230 Professional/Temp Service	<u>10,000</u>	<u>0.00</u>	<u>1,422.47</u>	<u>0.00</u>	<u>8,577.53</u>	<u>14.22</u>	<u>982.67</u>
TOTAL SERVICES	10,000	0.00	1,422.47	0.00	8,577.53	14.22	982.67
<u>SUPPLIES & MATERIALS</u>							
5021-001-350 Tools & Equipment (under	<u>6,000</u>	<u>0.00</u>	<u>525.91</u>	<u>0.00</u>	<u>5,474.09</u>	<u>8.77</u>	<u>112.16</u>
TOTAL SUPPLIES & MATERIALS	6,000	0.00	525.91	0.00	5,474.09	8.77	112.16
<u>OTHER OPERATING COSTS</u>							
5021-001-420 Utilities	0	0.00 (	13.72)	0.00	13.72	0.00	93.01
5021-001-430 Uniform Allowance	7,000	0.00	0.00	0.00	7,000.00	0.00	0.00
5021-001-440 Training Expense	10,000	0.00	0.00	0.00	10,000.00	0.00	0.00
5021-001-450 Publication and Dues	<u>2,000</u>	<u>1,265.52</u>	<u>1,265.52</u>	<u>0.00</u>	<u>734.48</u>	<u>63.28</u>	<u>1,186.43</u>
TOTAL OTHER OPERATING COSTS	19,000	1,265.52	1,251.80	0.00	17,748.20	6.59	1,279.44
<u>OTHER EXPENSES</u>							
5021-001-660 Other Expenses	<u>0</u>	<u>0.00</u>	<u>25.92</u>	<u>0.00 (</u>	<u>25.92)</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER EXPENSES	0	0.00	25.92	0.00 (	25.92)	0.00	0.00
<u>CAPITAL OUTLAY</u>							
<u>CAPITAL PROJECTS</u>							
TOTAL FIRE DEPARTMENT	1,012,000	75,491.68	446,731.61	0.00	565,268.39	44.14	440,236.78
TOTAL FIRE PROTECTION	1,012,000	75,491.68	446,731.61	0.00	565,268.39	44.14	440,236.78

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<u>LIBRARY & LITERACY</u>							
<u>PERSONNEL SERVICES</u>							
5050-080-010 Salaries, Regular	130,537	11,053.10	65,644.91	0.00	64,892.09	50.29	61,786.37
5050-080-020 Salaries, Part-time	87,240	6,137.00	41,837.50	0.00	45,402.50	47.96	34,444.84
5050-080-090 Benefits	<u>50,540</u>	<u>5,267.21</u>	<u>27,879.56</u>	<u>0.00</u>	<u>22,660.44</u>	<u>55.16</u>	<u>22,349.14</u>
TOTAL PERSONNEL SERVICES	268,317	22,457.31	135,361.97	0.00	132,955.03	50.45	118,580.35
<u>MAINTENANCE</u>							
5050-080-120 Building/Grounds Maint	600	9.21	206.02	0.00	393.98	34.34	0.00
5050-080-190 Other Equipment Maintenance	<u>600</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>600.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MAINTENANCE	1,200	9.21	206.02	0.00	993.98	17.17	0.00
<u>SERVICES</u>							
5050-080-210 Advertising	3,500	0.00	1,400.00	0.00	2,100.00	40.00	1,000.00
5050-080-220 Printing/Copying	650	0.00	0.00	0.00	650.00	0.00	99.46
5050-080-230 Professional/Temp Service	<u>7,200</u>	<u>0.00</u>	<u>(10.47)</u>	<u>0.00</u>	<u>7,210.47</u>	<u>0.15</u>	<u>3,008.21</u>
TOTAL SERVICES	11,350	0.00	1,389.53	0.00	9,960.47	12.24	4,107.67
<u>SUPPLIES & MATERIALS</u>							
5050-080-320 Office/Computer Supplies	7,000	389.20	2,700.09	0.00	4,299.91	38.57	4,413.37
5050-080-350 Tools/Equipment (under\$1,	6,000	21.44	1,025.38	382.86	4,591.76	23.47	0.00
5050-080-360 Library Books	<u>50,000</u>	<u>2,423.01</u>	<u>22,388.19</u>	<u>0.00</u>	<u>27,611.81</u>	<u>44.78</u>	<u>12,469.71</u>
TOTAL SUPPLIES & MATERIALS	63,000	2,833.65	26,113.66	382.86	36,503.48	42.06	16,883.08
<u>OTHER OPERATING COSTS</u>							
5050-080-410 Meeting Expense	600	0.00	56.00	0.00	544.00	9.33	38.99
5050-080-420 Utilities	12,000	522.97	6,107.21	0.00	5,892.79	50.89	5,277.93
5050-080-440 Training Expense	2,000	0.00	200.18	0.00	1,799.82	10.01	1,318.92
5050-080-450 Publication and Dues	18,000	0.00	9,013.20	0.00	8,986.80	50.07	13,166.73
5050-080-490 Consumables	<u>15,000</u>	<u>304.49</u>	<u>2,216.33</u>	<u>0.00</u>	<u>12,783.67</u>	<u>14.78</u>	<u>168.07</u>
TOTAL OTHER OPERATING COSTS	47,600	827.46	17,592.92	0.00	30,007.08	36.96	19,970.64
<u>RISK MANAGEMENT EXPENSES</u>							
5050-080-520 Insurance, Liability	<u>4,600</u>	<u>383.00</u>	<u>2,302.00</u>	<u>0.00</u>	<u>2,298.00</u>	<u>50.04</u>	<u>2,302.00</u>
TOTAL RISK MANAGEMENT EXPENSES	4,600	383.00	2,302.00	0.00	2,298.00	50.04	2,302.00
<u>OTHER EXPENSES</u>							
5050-080-660 Other Expenses	<u>17,000</u>	<u>0.00</u>	<u>42.53</u>	<u>282.00</u>	<u>16,675.47</u>	<u>1.91</u>	<u>407.16</u>
TOTAL OTHER EXPENSES	17,000	0.00	42.53	282.00	16,675.47	1.91	407.16

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
<u>CAPITAL OUTLAY</u>							
5050-080-710 Office Equipment (over \$1	44,000	0.00	0.00	3,395.92	40,604.08	7.72	0.00
5050-080-740 Computer Equip (over \$1,0	17,933	0.00	0.00	0.00	17,933.00	0.00	0.00
TOTAL CAPITAL OUTLAY	61,933	0.00	0.00	3,395.92	58,537.08	5.48	0.00
<u>CAPITAL PROJECTS</u>							
TOTAL LIBRARY & LITERACY	475,000	26,510.63	183,008.63	4,060.78	287,930.59	39.38	162,250.90
TOTAL LIBRARY & LITERACY	475,000	26,510.63	183,008.63	4,060.78	287,930.59	39.38	162,250.90

REVENUE & EXPENDITURES REPORT

AS OF: DECEMBER 31ST, 2014

004-Public Safety Sales Tax

DEPARTMENT - LIBRARY & LITERACY

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	CURRENT Y-T-D	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET	PRIOR YEAR Y-T-D
TOTAL EXPENDITURES	2,939,142	222,734.70	1,297,148.72	4,362.81	1,637,630.47	44.28	1,248,220.75
REVENUE OVER/(UNDER) EXPENDITURES	333,612	110,460.54	25,153.81 (	4,362.81)	312,821.00	6.23	114,510.03
<u>OTHER SOURCES (USES)</u>							
4220 Transfers to Other Funds	(4,700,000)	(254,657.49)	(1,406,343.99)	0.00	(3,293,656.01)	29.92	(14,954.47)
TOTAL OTHER SOURCES (USES)	(4,700,000)	(254,657.49)	(1,406,343.99)	0.00	(3,293,656.01)	29.92	(14,954.47)
<hr/>							
REVENUE & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	(4,366,388)	(144,196.95)	(1,381,190.18)	(4,362.81)	(2,980,835.01)	31.73	99,555.56

*** END OF REPORT ***

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D E T A I L L I S T I N G

PAGE: 1

Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT=====BALANCE=====

5020-005-010 Salaries, Regular

B E G I N N I N G B A L A N C E

183,070.39

10/15/14	10/16	P03922	PYEXP	00361	PY P.E. 10-15-14		30,544.00	213,614.39
10/31/14	10/31	P03980	PYEXP	00363	PY P.E. 10-31-14		30,544.00	244,158.39
11/15/14	10/28	P03926	PYEXP	00362	PY P.E. 11-15-14 SUPPLEMENTAL		80.96	244,239.35
11/15/14	11/17	P03983	PYEXP	00364	PY P.E. 11-15-14		30,544.00	274,783.35
11/30/14	12/02	P03990	PYEXP	00365	PY P.E. 11-30-14		37,744.00	312,527.35
11/30/14	12/08	B19316	5.30	01483	Rev sal fitness/svc awds 11/15 JE# 014931		75.00CR	312,452.35
12/15/14	12/17	P04084	PYEXP	00367	PY P.E. 12-15-14		30,717.20	343,169.55
12/15/14	12/19	P04089	PYEXP	00368	PY P.E. 12-15-14 SUPPLEMENTAL		84.72	343,254.27
12/31/14	12/31	P04137	PYEXP	00369	PY P.E. 12-31-14		31,149.50	374,403.77
12/31/14	1/13	B19398	6.28	01493	Rev sal fitness/svc awds 12/15 JE# 015040		75.00CR	374,328.77
=====				ACCOUNT TOTAL	DB:	191,408.38	CR:	150.00CR

5020-005-030 Salaries, Overtime

B E G I N N I N G B A L A N C E

11,529.94

10/15/14	10/16	P03922	PYEXP	00361	PY P.E. 10-15-14		4,958.89	16,488.83
10/31/14	10/31	P03980	PYEXP	00363	PY P.E. 10-31-14		2,198.68	18,687.51
11/15/14	11/17	P03983	PYEXP	00364	PY P.E. 11-15-14		1,795.54	20,483.05
11/30/14	12/02	P03990	PYEXP	00365	PY P.E. 11-30-14		3,404.42	23,887.47
12/15/14	12/17	P04084	PYEXP	00367	PY P.E. 12-15-14		838.45	24,725.92
12/31/14	12/31	P04137	PYEXP	00369	PY P.E. 12-31-14		456.72	25,182.64
=====				ACCOUNT TOTAL	DB:	13,652.70	CR:	0.00

5020-005-090 Benefits

B E G I N N I N G B A L A N C E

83,067.44

10/15/14	10/20	A88727	CHK: 000000	08575	Medicare Withholding	0001	T4 201410160482	505.00	83,572.44
10/15/14	10/20	A88735	CHK: 556033	08575	City pd Dental Insurance	0007	DCP201410160482	390.39	83,962.83
10/15/14	10/20	A88736	CHK: 556033	08575	Life Insurance	0007	L1 201410160482	78.78	84,041.61
10/15/14	10/20	A88740	CHK: 556033	08575	City pd Medical Insuranc	0007	MCP201410160482	4,550.00	88,591.61
10/15/14	10/20	A88741	CHK: 556033	08575	City paid unemployment i	0007	UI 201410160482	177.51	88,769.12
10/15/14	10/20	A88745	CHK: 556033	08575	City pd Vision Insurance	0007	VCP201410160482	171.21	88,940.33
10/15/14	10/20	A88753	CHK: 000000	08575	CALPERS	0018	PP2201410160482	511.44	89,451.77
10/15/14	10/20	A88754	CHK: 000000	08575	CALPERS	0018	PP3201410160482	699.61	90,151.38
10/15/14	10/20	A88758	CHK: 000000	08575	CALPERS	0018	PRD201410160482	1,035.49	91,186.87
10/15/14	10/20	A88762	CHK: 000000	08575	Pers Member Contribs	0018	PRP201410160482	3,685.71	94,872.58
10/15/14	10/20	A88775	CHK: 556044	08575	POB Sfty Side Fund	0038	PER201410160482	1,735.89	96,608.47
10/31/14	11/04	A90105	CHK: 000000	08599	Medicare Withholding	0001	T4 201410310485	464.96	97,073.43
10/31/14	11/04	A90115	CHK: 556460	08599	City pd Medical Insuranc	0007	MCP201410310485	4,550.00	101,623.43
10/31/14	11/04	A90116	CHK: 556460	08599	City paid unemployment i	0007	UI 201410310485	163.72	101,787.15
10/31/14	11/04	A90126	CHK: 000000	08599	CALPERS	0018	PP2201410310485	511.44	102,298.59
10/31/14	11/04	A90127	CHK: 000000	08599	CALPERS	0018	PP3201410310485	699.61	102,998.20
10/31/14	11/04	A90131	CHK: 000000	08599	CALPERS	0018	PRD201410310485	1,035.49	104,033.69

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
10/31/14	11/04	A90135	CHK: 000000	08599	Pers Member Contribs	0018	PRP201410310485		3,685.71	107,719.40
10/31/14	11/04	A90148	CHK: 556470	08599	POB Sfty Side Fund	0038	PER201410310485		1,735.89	109,455.29
11/15/14	11/19	A91344	CHK: 000000	08629	Medicare Withholding	0001	T4 201410280484		1.17	109,456.46
11/15/14	11/19	A91345	CHK: 000000	08629	Medicare Withholding	0001	T4 201411170486		459.11	109,915.57
11/15/14	11/19	A91355	CHK: 556838	08629	City pd Dental Insurance	0007	DCP201411170486		387.69	110,303.26
11/15/14	11/19	A91356	CHK: 556838	08629	Life Insurance	0007	L1 201411170486		78.24	110,381.50
11/15/14	11/19	A91360	CHK: 556838	08629	City pd Medical Insuranc	0007	MCP201411170486		4,518.55	114,900.05
11/15/14	11/19	A91361	CHK: 556838	08629	City paid unemployment i	0007	UI 201410280484		0.40	114,900.45
11/15/14	11/19	A91362	CHK: 556838	08629	City paid unemployment i	0007	UI 201411170486		161.72	115,062.17
11/15/14	11/19	A91366	CHK: 556838	08629	City pd Vision Insurance	0007	VCP201411170486		170.03	115,232.20
11/15/14	11/19	A91374	CHK: 000000	08629	CalPERS	0018	PP2201411170486		511.44	115,743.64
11/15/14	11/19	A91375	CHK: 000000	08629	CalPERS	0018	PP3201411170486		678.38	116,422.02
11/15/14	11/19	A91379	CHK: 000000	08629	CalPERS	0018	PRD201411170486		1,035.49	117,457.51
11/15/14	11/19	A91383	CHK: 000000	08629	Pers Member Contribs	0018	PRP201411170486		3,685.71	121,143.22
11/15/14	11/19	A91396	CHK: 556849	08629	POB Sfty Side Fund	0038	PER201411170486		1,735.89	122,879.11
11/30/14	12/04	A91974	CHK: 000000	08655	Medicare Withholding	0001	T4 201412020487		586.90	123,466.01
11/30/14	12/04	A91985	CHK: 557031	08655	City pd Medical Insuranc	0007	MCP201412020487		4,524.68	127,990.69
11/30/14	12/04	A91986	CHK: 557031	08655	City paid unemployment i	0007	UI 201412020487		205.74	128,196.43
11/30/14	12/04	A91996	CHK: 000000	08655	CalPERS	0018	PP2201412020487		699.74	128,896.17
11/30/14	12/04	A91997	CHK: 000000	08655	CalPERS	0018	PP3201412020487		699.61	129,595.78
11/30/14	12/04	A92001	CHK: 000000	08655	CalPERS	0018	PRD201412020487		1,035.49	130,631.27
11/30/14	12/04	A92005	CHK: 000000	08655	Pers Member Contribs	0018	PRP201412020487		4,809.72	135,440.99
11/30/14	12/04	A92018	CHK: 557041	08655	POB Sfty Side Fund	0038	PER201412020487		2,265.26	137,706.25
12/15/14	12/19	A93364	CHK: 000000	08689	Medicare Withholding	0001	T4 201412170489		447.95	138,154.20
12/15/14	12/19	A93365	CHK: 000000	08689	Medicare Withholding	0001	T4 201412190490		1.23	138,155.43
12/15/14	12/19	A93375	CHK: 557443	08689	City pd Dental Insurance	0007	DCP201412170489		383.35	138,538.78
12/15/14	12/19	A93376	CHK: 557443	08689	Life Insurance	0007	L1 201412170489		77.36	138,616.14
12/15/14	12/19	A93380	CHK: 557443	08689	City pd Medical Insuranc	0007	MCP201412170489		4,468.02	143,084.16
12/15/14	12/19	A93381	CHK: 557443	08689	City paid unemployment i	0007	UI 201412170489		157.78	143,241.94
12/15/14	12/19	A93382	CHK: 557443	08689	City paid unemployment i	0007	UI 201412190490		0.42	143,242.36
12/15/14	12/19	A93386	CHK: 557443	08689	City pd Vision Insurance	0007	VCP201412170489		168.11	143,410.47
12/15/14	12/19	A93394	CHK: 000000	08689	CalPERS	0018	PP2201412170489		479.36	143,889.83
12/15/14	12/19	A93395	CHK: 000000	08689	CalPERS	0018	PP3201412170489		669.24	144,559.07
12/15/14	12/19	A93399	CHK: 000000	08689	CalPERS	0018	PRD201412170489		1,053.02	145,612.09
12/15/14	12/19	A93403	CHK: 000000	08689	Pers Member Contribs	0018	PRP201412170489		3,685.71	149,297.80
12/15/14	12/19	A93416	CHK: 557454	08689	POB Sfty Side Fund	0038	PER201412170489		1,735.89	151,033.69
12/31/14	1/05	A94051	CHK: 000000	08715	Medicare Withholding	0001	T4 201412310491		448.66	151,482.35
12/31/14	1/05	A94061	CHK: 557680	08715	City pd Medical Insuranc	0007	MCP201412310491		4,498.36	155,980.71
12/31/14	1/05	A94062	CHK: 557680	08715	City paid unemployment i	0007	UI 201412310491		158.04	156,138.75
12/31/14	1/05	A94072	CHK: 000000	08715	CalPERS	0018	PP2201412310491		511.44	156,650.19
12/31/14	1/05	A94073	CHK: 000000	08715	CalPERS	0018	PP3201412310491		688.32	157,338.51
12/31/14	1/05	A94077	CHK: 000000	08715	CalPERS	0018	PRD201412310491		1,118.57	158,457.08
12/31/14	1/05	A94081	CHK: 000000	08715	Pers Member Contribs	0018	PRP201412310491		3,685.71	162,142.79
12/31/14	1/05	A94094	CHK: 557690	08715	POB Sfty Side Fund	0038	PER201412310491		1,735.89	163,878.68
12/31/14	1/13	B19413	6.33	01493	City pd work compl0/1-12/31/14		JE# 015055		16,562.17	180,440.85
=====				ACCOUNT TOTAL	DB:	97,373.41	CR:	0.00		

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

5020-005-110 Vehicle Maintenance

B E G I N N I N G B A L A N C E

32,896.43

10/31/14	11/07	B19190	4.23	01466	Rec carwash/shop rent rev Oct	JE# 014817	13.50	32,909.93
10/31/14	11/07	B19191	4.24	01466	Shop,fuel,warehouse bill Oct	JE# 014818	7,214.62	40,124.55
10/31/14	11/10	B19218	4.22	01469	Rec insurance cost Oct	JE# 014844	450.00	40,574.55
10/31/14	11/10	B19219	4.22	01469	Rec depreciation cost Oct	JE# 014845	4,366.00	44,940.55
11/30/14	12/08	B19315	5.24	01483	Shop,fuel,warehouse bill Nov	JE# 014930	3,758.09	48,698.64
11/30/14	12/11	B19330	5.22	01486	Rec insurance cost Nov	JE# 014944	450.00	49,148.64
11/30/14	12/11	B19331	5.22	01486	Rec depreciation cost Nov	JE# 014945	4,366.00	53,514.64
12/31/14	1/13	B19386	6.22	01493	Rec insurance cost Dec	JE# 015028	450.00	53,964.64
12/31/14	1/13	B19387	6.22	01493	Rec depreciation cost Dec	JE# 015029	5,728.00	59,692.64
12/31/14	1/13	B19389	6.24	01493	Shop,fuel,warehouse bill Dec	JE# 015031	2,870.83	62,563.47
=====				ACCOUNT TOTAL	DB: 29,667.04	CR: 0.00		

5020-005-220 Printing/Copying

B E G I N N I N G B A L A N C E

173.77

10/31/14	10/31	A89498	CHK: 556300	08584	business cards:Walker,St 1921	186151	60.04	233.81
=====				ACCOUNT TOTAL	DB: 60.04	CR: 0.00		

5020-005-230 Professional/Temp Services

B E G I N N I N G B A L A N C E

7,485.38

10/10/14	10/10	A88164	CHK: 555930	08537	transcription svc 9/16-9 5144	25998	443.12	7,928.50
10/20/14	10/20	A89056	CHK: 556172	08564	9/2014 Blood Draws 8665	September 2014	456.50	8,385.00
10/20/14	10/20	A89068	CHK: 556180	08564	9/2014 Lab Analysis 8929	September 2014	2,631.42	11,016.42
10/31/14	10/31	A89566	CHK: 556340	08584	transcription svc10/1-10 5144	26070	493.56	11,509.98
11/10/14	11/10	A90411	CHK: 556559	08610	transcription svc 10/16- 5144	26136	611.96	12,121.94
11/18/14	11/18	A91122	CHK: 556801	08619	10/2014 Lab Analysis 8929	October 2014	3,021.92	15,143.86
11/26/14	11/26	A91607	CHK: 556945	08637	transcription svc11/1-11 5144	26195	617.78	15,761.64
12/18/14	12/18	A92920	CHK: 557354	08674	transcription 11/16-11 5144	26226	340.80	16,102.44
12/18/14	12/18	A93000	CHK: 557398	08674	11/2014 Blood Draws 8665	November 2014	313.50	16,415.94
12/18/14	12/18	A93001	CHK: 557399	08674	10/2014 blood draws 8665	October 2014	457.50	16,873.44
12/18/14	12/18	A93010	CHK: 557403	08674	11/2014 Lab Analysis 8929	November 2014	2,242.24	19,115.68
12/31/14	12/31	A93644	CHK: 557572	08700	transcription svc12/1-12 5144	26283	151.68	19,267.36
12/31/14	12/31	A93647	CHK: 557572	08700	transcription svc-phone 5144	26325	156.00	19,423.36
=====				ACCOUNT TOTAL	DB: 11,937.98	CR: 0.00		

5020-005-440 Training Expense

B E G I N N I N G B A L A N C E

609.50

10/10/14	10/10	A88081	CHK: 555870	08537	lunch-PCA32class:Walker& 0857	8/29/14-9/25/14	50.85	660.35
10/20/14	10/20	A89077	CHK: 556197	08564	Fullerton:Adv.Crime Prev 9417	12/1-12/4/14	248.50	908.85
10/31/14	10/31	A89544	CHK: 556325	08584	Attendee: Dominic Barteau 3723	RTC0001146	244.00	1,152.85

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 020 Police Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
10/31/14	10/31	A89700	CHK: 556416	08584 ammo for Perishable Skil	9235	079_PRTPD		83.23	1,236.08
11/10/14	11/10	A90333	CHK: 556498	08610 Fresno - Perishable Skil	0592	11/24-11/26/14		45.00	1,281.08
11/18/14	11/18	A90917	CHK: 556675	08619 San Mateo-Adv Street Cri	0585	12/7-12/10/14		213.50	1,494.58
11/18/14	11/18	A91040	CHK: 556756	08619 Attendee: Mark Hatch	6744	2797		300.00	1,794.58
11/26/14	11/26	A91743	CHK: 557010	08637 Fresno-Perishable Skills	9509	12/9/14-12/11/14		45.00	1,839.58
12/10/14	12/10	A92224	CHK: 557120	08652 registration: Dominic Ba	3723	RTC0001148		244.00	2,083.58
12/10/14	12/10	A92421	CHK: 557221	08652 Ammo: Dominic Barteau	9235	088_PRTPD		84.48	2,168.06
12/18/14	12/18	A92801	CHK: 557266	08674 hotel:Adv.CrimePrev-Walk	0857	10/29-14-11/26/14		468.57	2,636.63
12/18/14	12/18	A92801	CHK: 557266	08674 hotel:SchoolRsrcOffcr:Ay	0857	10/29-14-11/26/14		479.60	3,116.23
12/18/14	12/18	A92845	CHK: 557315	08674 Jose Dominguez	1	January 5-9, 2015		481.00	3,597.23
12/31/14	12/31	A93605	CHK: 557541	08700 SanBernardino:InvInterv&	2732	1/4-1/9/15		308.00	3,905.23
=====				ACCOUNT TOTAL	DB:	3,295.73	CR:	0.00	

5020-005-450 Publication and Dues

B E G I N N I N G B A L A N C E

0.00

12/31/14	12/31	A93580	CHK: 557520	08700 2015 Dues-Dominic Barteau	1553	Inv#: 133		50.00	50.00
=====				ACCOUNT TOTAL	DB:	50.00	CR:	0.00	

5021-001-010 Salaries, Regular

B E G I N N I N G B A L A N C E

145,253.12

DEPT: 021 Fire Protection

10/15/14	10/16	P03922	PYEXP	00361 PY P.E. 10-15-14				24,267.73	169,520.85
10/31/14	10/31	P03980	PYEXP	00363 PY P.E. 10-31-14				22,500.12	192,020.97
11/15/14	10/28	P03926	PYEXP	00362 PY P.E. 11-15-14 SUPPLEMENTAL				444.65	192,465.62
11/15/14	11/17	P03983	PYEXP	00364 PY P.E. 11-15-14				22,422.58	214,888.20
11/30/14	12/02	P03990	PYEXP	00365 PY P.E. 11-30-14				27,143.36	242,031.56
11/30/14	12/08	B19316	5.30	01483 Rev sal fitness/svc awds 11/15	JE# 014931			420.00CR	241,611.56
12/15/14	12/17	P04084	PYEXP	00367 PY P.E. 12-15-14				22,354.46	263,966.02
12/15/14	12/19	P04089	PYEXP	00368 PY P.E. 12-15-14 SUPPLEMENTAL				382.05	264,348.07
12/31/14	12/31	P04137	PYEXP	00369 PY P.E. 12-31-14				21,424.00	285,772.07
12/31/14	1/13	B19398	6.28	01493 Rev sal fitness/svc awds 12/15	JE# 015040			360.00CR	285,412.07
=====				ACCOUNT TOTAL	DB:	140,938.95	CR:	780.00CR	

5021-001-030 Salaries, Overtime

B E G I N N I N G B A L A N C E

3,326.13

10/15/14	10/16	P03922	PYEXP	00361 PY P.E. 10-15-14				339.48	3,665.61
10/16/14	10/17	C19085	RCPT 02064290	13173 OES CALLOUT/ MONTICELLO				5,373.36CR	1,707.75CR
11/15/14	11/17	P03983	PYEXP	00364 PY P.E. 11-15-14				46.99	1,660.76CR
11/30/14	12/02	P03990	PYEXP	00365 PY P.E. 11-30-14				350.07	1,310.69CR
12/15/14	12/17	P04084	PYEXP	00367 PY P.E. 12-15-14				130.18	1,180.51CR
12/18/14	12/19	C19354	RCPT 02090943	13219 OES/EILER FIRE/ AUG 2014				3,482.70CR	4,663.21CR
12/31/14	12/31	P04137	PYEXP	00369 PY P.E. 12-31-14				268.18	4,395.03CR
=====				ACCOUNT TOTAL	DB:	1,134.90	CR:	8,856.06CR	

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5021-001-090 Benefits

B E G I N N I N G B A L A N C E

71,516.14

10/15/14	10/20	A88727	CHK: 000000	08575	Medicare Withholding	0001	T4 201410160482		297.06	71,813.20
10/15/14	10/20	A88735	CHK: 556033	08575	City pd Dental Insurance	0007	DCP201410160482		268.91	72,082.11
10/15/14	10/20	A88736	CHK: 556033	08575	Life Insurance	0007	L1 201410160482		54.26	72,136.37
10/15/14	10/20	A88740	CHK: 556033	08575	City pd Medical Insuranc	0007	MCP201410160482		3,134.08	75,270.45
10/15/14	10/20	A88741	CHK: 556033	08575	City paid unemployment i	0007	UI 201410160482		123.07	75,393.52
10/15/14	10/20	A88745	CHK: 556033	08575	City pd Vision Insurance	0007	VCP201410160482		117.93	75,511.45
10/15/14	10/20	A88750	CHK: 000000	08575	CalPERS	0018	PF2201410160482		428.45	75,939.90
10/15/14	10/20	A88751	CHK: 000000	08575	CalPERS	0018	PF3201410160482		218.16	76,158.06
10/15/14	10/20	A88752	CHK: 000000	08575	Pers Member Contribution	0018	PFR201410160482		1,362.27	77,520.33
10/15/14	10/20	A88759	CHK: 000000	08575	Pers Member Contribs	0018	PRF201410160482		2,135.38	79,655.71
10/15/14	10/20	A88775	CHK: 556044	08575	POB Sfty Side Fund	0038	PER201410160482		1,922.56	81,578.27
10/31/14	11/04	A90105	CHK: 000000	08599	Medicare Withholding	0001	T4 201410310485		262.78	81,841.05
10/31/14	11/04	A90115	CHK: 556460	08599	City pd Medical Insuranc	0007	MCP201410310485		2,800.00	84,641.05
10/31/14	11/04	A90116	CHK: 556460	08599	City paid unemployment i	0007	UI 201410310485		112.51	84,753.56
10/31/14	11/04	A90123	CHK: 000000	08599	CalPERS	0018	PF2201410310485		460.11	85,213.67
10/31/14	11/04	A90124	CHK: 000000	08599	CalPERS	0018	PF3201410310485		240.65	85,454.32
10/31/14	11/04	A90125	CHK: 000000	08599	Pers Member Contribution	0018	PFR201410310485		1,411.39	86,865.71
10/31/14	11/04	A90132	CHK: 000000	08599	Pers Member Contribs	0018	PRF201410310485		1,991.30	88,857.01
10/31/14	11/04	A90148	CHK: 556470	08599	POB Sfty Side Fund	0038	PER201410310485		1,867.63	90,724.64
11/15/14	11/19	A91344	CHK: 000000	08629	Medicare Withholding	0001	T4 201410280484		4.16	90,728.80
11/15/14	11/19	A91345	CHK: 000000	08629	Medicare Withholding	0001	T4 201411170486		262.47	90,991.27
11/15/14	11/19	A91355	CHK: 556838	08629	City pd Dental Insurance	0007	DCP201411170486		238.30	91,229.57
11/15/14	11/19	A91356	CHK: 556838	08629	Life Insurance	0007	L1 201411170486		48.09	91,277.66
11/15/14	11/19	A91360	CHK: 556838	08629	City pd Medical Insuranc	0007	MCP201411170486		2,777.41	94,055.07
11/15/14	11/19	A91361	CHK: 556838	08629	City paid unemployment i	0007	UI 201410280484		2.23	94,057.30
11/15/14	11/19	A91362	CHK: 556838	08629	City paid unemployment i	0007	UI 201411170486		112.36	94,169.66
11/15/14	11/19	A91366	CHK: 556838	08629	City pd Vision Insurance	0007	VCP201411170486		104.51	94,274.17
11/15/14	11/19	A91371	CHK: 000000	08629	CalPERS	0018	PF2201411170486		440.18	94,714.35
11/15/14	11/19	A91372	CHK: 000000	08629	CalPERS	0018	PF3201411170486		240.65	94,955.00
11/15/14	11/19	A91373	CHK: 000000	08629	Pers Member Contribution	0018	PFR201411170486		1,411.39	96,366.39
11/15/14	11/19	A91380	CHK: 000000	08629	Pers Member Contribs	0018	PRF201411170486		1,994.54	98,360.93
11/15/14	11/19	A91396	CHK: 556849	08629	POB Sfty Side Fund	0038	PER201411170486		1,869.46	100,230.39
11/30/14	12/04	A91974	CHK: 000000	08655	Medicare Withholding	0001	T4 201412020487		320.62	100,551.01
11/30/14	12/04	A91985	CHK: 557031	08655	City pd Medical Insuranc	0007	MCP201412020487		2,784.09	103,335.10
11/30/14	12/04	A91986	CHK: 557031	08655	City paid unemployment i	0007	UI 201412020487		137.49	103,472.59
11/30/14	12/04	A91993	CHK: 000000	08655	CalPERS	0018	PF2201412020487		612.07	104,084.66
11/30/14	12/04	A91994	CHK: 000000	08655	CalPERS	0018	PF3201412020487		218.89	104,303.55
11/30/14	12/04	A91995	CHK: 000000	08655	Pers Member Contribution	0018	PFR201412020487		1,698.81	106,002.36
11/30/14	12/04	A92002	CHK: 000000	08655	Pers Member Contribs	0018	PRF201412020487		2,469.52	108,471.88
11/30/14	12/04	A92018	CHK: 557041	08655	POB Sfty Side Fund	0038	PER201412020487		2,288.79	110,760.67
12/15/14	12/19	A93364	CHK: 000000	08689	Medicare Withholding	0001	T4 201412170489		262.55	111,023.22
12/15/14	12/19	A93365	CHK: 000000	08689	Medicare Withholding	0001	T4 201412190490		3.25	111,026.47
12/15/14	12/19	A93375	CHK: 557443	08689	City pd Dental Insurance	0007	DCP201412170489		240.24	111,266.71
12/15/14	12/19	A93376	CHK: 557443	08689	Life Insurance	0007	L1 201412170489		48.48	111,315.19
12/15/14	12/19	A93380	CHK: 557443	08689	City pd Medical Insuranc	0007	MCP201412170489		2,800.00	114,115.19

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
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5021-001-090 Benefits * (CONTINUED) *

12/15/14	12/19	A93381	CHK: 557443	08689	City paid unemployment i	0007	UI 201412170489		112.44	114,227.63
12/15/14	12/19	A93382	CHK: 557443	08689	City paid unemployment i	0007	UI 201412190490		1.91	114,229.54
12/15/14	12/19	A93386	CHK: 557443	08689	City pd Vision Insurance	0007	VCP201412170489		105.36	114,334.90
12/15/14	12/19	A93391	CHK: 000000	08689	CalPERS	0018	PF2201412170489		460.11	114,795.01
12/15/14	12/19	A93392	CHK: 000000	08689	CalPERS	0018	PF3201412170489		240.65	115,035.66
12/15/14	12/19	A93393	CHK: 000000	08689	Pers Member Contribution	0018	PFR201412170489		1,411.39	116,447.05
12/15/14	12/19	A93400	CHK: 000000	08689	Pers Member Contribs	0018	PRF201412170489		1,964.73	118,411.78
12/15/14	12/19	A93416	CHK: 557454	08689	POB Sfty Side Fund	0038	PER201412170489		1,852.69	120,264.47
12/31/14	1/05	A94051	CHK: 000000	08715	Medicare Withholding	0001	T4 201412310491		253.58	120,518.05
12/31/14	1/05	A94061	CHK: 557680	08715	City pd Medical Insuranc	0007	MCP201412310491		2,800.00	123,318.05
12/31/14	1/05	A94062	CHK: 557680	08715	City paid unemployment i	0007	UI 201412310491		108.48	123,426.53
12/31/14	1/05	A94069	CHK: 000000	08715	CalPERS	0018	PF2201412310491		438.42	123,864.95
12/31/14	1/05	A94070	CHK: 000000	08715	CalPERS	0018	PF3201412310491		229.31	124,094.26
12/31/14	1/05	A94071	CHK: 000000	08715	Pers Member Contribution	0018	PFR201412310491		1,377.73	125,471.99
12/31/14	1/05	A94078	CHK: 000000	08715	Pers Member Contribs	0018	PRF201412310491		1,863.60	127,335.59
12/31/14	1/05	A94094	CHK: 557690	08715	POB Sfty Side Fund	0038	PER201412310491		1,778.01	129,113.60
12/31/14	1/13	B19413	6.33	01493	City pd work comp10/1-12/31/14		JE# 015055		11,914.13	141,027.73
=====				ACCOUNT TOTAL	DB:	69,511.59	CR:	0.00		

5021-001-110 Vehicle Maintenance

B E G I N N I N G B A L A N C E 11,807.39

10/31/14	11/07	B19191	4.24	01466	Shop,fuel,warehouse bill Oct		JE# 014818		722.84	12,530.23
10/31/14	11/10	B19218	4.22	01469	Rec insurance cost Oct		JE# 014844		200.00	12,730.23
10/31/14	11/10	B19219	4.22	01469	Rec depreciation cost Oct		JE# 014845		2,370.00	15,100.23
11/30/14	12/08	B19315	5.24	01483	Shop,fuel,warehouse bill Nov		JE# 014930		547.58	15,647.81
11/30/14	12/11	B19330	5.22	01486	Rec insurance cost Nov		JE# 014944		200.00	15,847.81
11/30/14	12/11	B19331	5.22	01486	Rec depreciation cost Nov		JE# 014945		2,370.00	18,217.81
12/31/14	1/13	B19386	6.22	01493	Rec insurance cost Dec		JE# 015028		200.00	18,417.81
12/31/14	1/13	B19387	6.22	01493	Rec depreciation cost Dec		JE# 015029		2,370.00	20,787.81
12/31/14	1/13	B19389	6.24	01493	Shop,fuel,warehouse bill Dec		JE# 015031		672.93	21,460.74
=====				ACCOUNT TOTAL	DB:	9,653.35	CR:	0.00		

5021-001-230 Professional/Temp Service

B E G I N N I N G B A L A N C E 878.40

11/10/14	11/06	A90241	CHK: 556558	08615	EMS CE course	4973	339139		544.07	1,422.47
=====				ACCOUNT TOTAL	DB:	544.07	CR:	0.00		

5021-001-350 Tools & Equipment (under \$1000)

B E G I N N I N G B A L A N C E 205.37

11/18/14	11/18	A90920	CHK: 556678	08619	jar stgt sdA1w/ppcap:VWR	0857	9/26/14-10/28/14		51.64	257.01
11/18/14	11/18	A90920	CHK: 556678	08619	Canon320exCamera:BeachCa	0857	9/26/14-10/28/14		268.90	525.91
=====				ACCOUNT TOTAL	DB:	320.54	CR:	0.00		

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 021 Fire Protection

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== =====BALANCE=====

5021-001-450 Publication and Dues

B E G I N N I N G B A L A N C E

0.00

12/10/14 12/10 A92256 CHK: 557148 08652 1yr policy manual&DTBsub 6228 12480 1,265.52 1,265.52

===== ACCOUNT TOTAL DB: 1,265.52 CR: 0.00

5050-080-010 Salaries, Regular

B E G I N N I N G B A L A N C E

32,680.16

DEPT: 050 Library & Literacy

10/15/14 10/16 P03922 PYEXP 00361 PY P.E. 10-15-14 5,418.09 38,098.25

10/31/14 10/31 P03980 PYEXP 00363 PY P.E. 10-31-14 5,520.76 43,619.01

11/15/14 10/28 P03926 PYEXP 00362 PY P.E. 11-15-14 SUPPLEMENTAL 107.95 43,726.96

11/15/14 11/17 P03983 PYEXP 00364 PY P.E. 11-15-14 5,490.50 49,217.46

11/30/14 12/02 P03990 PYEXP 00365 PY P.E. 11-30-14 5,474.35 54,691.81

11/30/14 12/08 B19316 5.30 01483 Rev sal fitness/svc awds 11/15 JE# 014931 100.00CR 54,591.81

12/15/14 12/17 P04084 PYEXP 00367 PY P.E. 12-15-14 5,515.87 60,107.68

12/15/14 12/19 P04089 PYEXP 00368 PY P.E. 12-15-14 SUPPLEMENTAL 144.83 60,252.51

12/31/14 12/31 P04137 PYEXP 00369 PY P.E. 12-31-14 5,527.40 65,779.91

12/31/14 1/13 B19398 6.28 01493 Rev sal fitness/svc awds 12/15 JE# 015040 135.00CR 65,644.91

===== ACCOUNT TOTAL DB: 33,199.75 CR: 235.00CR

5050-080-020 Salaries, Part-time

B E G I N N I N G B A L A N C E

24,218.75

10/15/14 10/16 P03922 PYEXP 00361 PY P.E. 10-15-14 2,272.50 26,491.25

10/31/14 10/31 P03980 PYEXP 00363 PY P.E. 10-31-14 2,661.75 29,153.00

11/15/14 11/17 P03983 PYEXP 00364 PY P.E. 11-15-14 3,444.75 32,597.75

11/30/14 12/02 P03990 PYEXP 00365 PY P.E. 11-30-14 3,102.75 35,700.50

12/15/14 12/17 P04084 PYEXP 00367 PY P.E. 12-15-14 3,635.25 39,335.75

12/31/14 12/31 P04137 PYEXP 00369 PY P.E. 12-31-14 2,501.75 41,837.50

===== ACCOUNT TOTAL DB: 17,618.75 CR: 0.00

5050-080-090 Benefits

B E G I N N I N G B A L A N C E

12,454.29

10/15/14 10/20 A88727 CHK: 000000 08575 Medicare Withholding 0001 T4 201410160482 108.87 12,563.16

10/15/14 10/20 A88735 CHK: 556033 08575 City pd Dental Insurance 0007 DCP201410160482 98.28 12,661.44

10/15/14 10/20 A88736 CHK: 556033 08575 Life Insurance 0007 L1 201410160482 19.83 12,681.27

10/15/14 10/20 A88740 CHK: 556033 08575 City pd Medical Insuranc 0007 MCP201410160482 1,145.46 13,826.73

10/15/14 10/20 A88741 CHK: 556033 08575 City paid unemployment i 0007 UI 201410160482 38.49 13,865.22

10/15/14 10/20 A88745 CHK: 556033 08575 City pd Vision Insurance 0007 VCP201410160482 43.10 13,908.32

10/15/14 10/20 A88756 CHK: 000000 08575 CalPERS 0018 PR2201410160482 86.01 13,994.33

10/15/14 10/20 A88758 CHK: 000000 08575 CalPERS 0018 PRD201410160482 1,051.78 15,046.11

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
10/31/14	11/04	A90105	CHK: 000000	08599	Medicare Withholding	0001	T4 201410310485		115.99	15,162.10
10/31/14	11/04	A90115	CHK: 556460	08599	City pd Medical Insuranc	0007	MCP201410310485		1,158.58	16,320.68
10/31/14	11/04	A90116	CHK: 556460	08599	City paid unemployment i	0007	UI 201410310485		40.93	16,361.61
10/31/14	11/04	A90129	CHK: 000000	08599	CalPERS	0018	PR2201410310485		98.79	16,460.40
10/31/14	11/04	A90131	CHK: 000000	08599	CalPERS	0018	PRD201410310485		1,062.34	17,522.74
11/15/14	11/19	A91344	CHK: 000000	08629	Medicare Withholding	0001	T4 201410280484		1.57	17,524.31
11/15/14	11/19	A91345	CHK: 000000	08629	Medicare Withholding	0001	T4 201411170486		126.93	17,651.24
11/15/14	11/19	A91355	CHK: 556838	08629	City pd Dental Insurance	0007	DCP201411170486		98.28	17,749.52
11/15/14	11/19	A91356	CHK: 556838	08629	Life Insurance	0007	L1 201411170486		19.83	17,769.35
11/15/14	11/19	A91360	CHK: 556838	08629	City pd Medical Insuranc	0007	MCP201411170486		1,145.46	18,914.81
11/15/14	11/19	A91361	CHK: 556838	08629	City paid unemployment i	0007	UI 201410280484		0.54	18,915.35
11/15/14	11/19	A91362	CHK: 556838	08629	City paid unemployment i	0007	UI 201411170486		44.71	18,960.06
11/15/14	11/19	A91366	CHK: 556838	08629	City pd Vision Insurance	0007	VCP201411170486		43.10	19,003.16
11/15/14	11/19	A91377	CHK: 000000	08629	CalPERS	0018	PR2201411170486		91.30	19,094.46
11/15/14	11/19	A91379	CHK: 000000	08629	CalPERS	0018	PRD201411170486		1,062.34	20,156.80
11/30/14	12/04	A91974	CHK: 000000	08655	Medicare Withholding	0001	T4 201412020487		121.73	20,278.53
11/30/14	12/04	A91985	CHK: 557031	08655	City pd Medical Insuranc	0007	MCP201412020487		1,141.28	21,419.81
11/30/14	12/04	A91986	CHK: 557031	08655	City paid unemployment i	0007	UI 201412020487		42.90	21,462.71
11/30/14	12/04	A91999	CHK: 000000	08655	CalPERS	0018	PR2201412020487		87.30	21,550.01
11/30/14	12/04	A92001	CHK: 000000	08655	CalPERS	0018	PRD201412020487		1,062.34	22,612.35
12/15/14	12/19	A93364	CHK: 000000	08689	Medicare Withholding	0001	T4 201412170489		130.05	22,742.40
12/15/14	12/19	A93365	CHK: 000000	08689	Medicare Withholding	0001	T4 201412190490		2.10	22,744.50
12/15/14	12/19	A93375	CHK: 557443	08689	City pd Dental Insurance	0007	DCP201412170489		99.10	22,843.60
12/15/14	12/19	A93376	CHK: 557443	08689	Life Insurance	0007	L1 201412170489		20.00	22,863.60
12/15/14	12/19	A93380	CHK: 557443	08689	City pd Medical Insuranc	0007	MCP201412170489		1,155.00	24,018.60
12/15/14	12/19	A93381	CHK: 557443	08689	City paid unemployment i	0007	UI 201412170489		45.77	24,064.37
12/15/14	12/19	A93382	CHK: 557443	08689	City paid unemployment i	0007	UI 201412190490		0.72	24,065.09
12/15/14	12/19	A93386	CHK: 557443	08689	City pd Vision Insurance	0007	VCP201412170489		43.46	24,108.55
12/15/14	12/19	A93397	CHK: 000000	08689	CalPERS	0018	PR2201412170489		97.58	24,206.13
12/15/14	12/19	A93399	CHK: 000000	08689	CalPERS	0018	PRD201412170489		1,062.34	25,268.47
12/31/14	1/05	A94051	CHK: 000000	08715	Medicare Withholding	0001	T4 201412310491		113.75	25,382.22
12/31/14	1/05	A94061	CHK: 557680	08715	City pd Medical Insuranc	0007	MCP201412310491		1,164.54	26,546.76
12/31/14	1/05	A94062	CHK: 557680	08715	City paid unemployment i	0007	UI 201412310491		40.14	26,586.90
12/31/14	1/05	A94075	CHK: 000000	08715	CalPERS	0018	PR2201412310491		100.43	26,687.33
12/31/14	1/05	A94077	CHK: 000000	08715	CalPERS	0018	PRD201412310491		1,062.34	27,749.67
12/31/14	1/13	B19413	6.33	01493	City pd work compl01/1-12/31/14		JE# 015055		129.89	27,879.56
=====				ACCOUNT TOTAL	DB:	15,425.27	CR:	0.00		

5050-080-120 Building/Grounds Maint

B E G I N N I N G B A L A N C E

97.04

11/10/14	11/10	A90490	CHK: 556592	08610	wax ring,fla keyed,ice b 7680	3022150			99.77	196.81
12/10/14	12/10	A92468	CHK: 557246	08652	acetone qt ace	9740	A385651		9.21	206.02
=====				ACCOUNT TOTAL	DB:	108.98	CR:	0.00		

5050-080-210 Advertising

B E G I N N I N G B A L A N C E

400.00

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
10/10/14	10/10	A88290	CHK: 555977	08537	8/2014 advertising invoi	8069	222-0814		600.00	1,000.00
10/20/14	10/20	A89031	CHK: 556158	08564	Valley View-Library	8069	222-0914		400.00	1,400.00
				=====	ACCOUNT TOTAL	DB:	1,000.00	CR:	0.00	

5050-080-230 Professional/Temp Services

B E G I N N I N G B A L A N C E

292.93CR

10/10/14	10/10	A88169	CHK: 555934	08537	(1)clown bouncer, (3)face	5783	1052		275.00	17.93CR
10/31/14	10/31	A89562	CHK: 556336	08584	Annual Plan Fee 10/1-10/	4693	14704		7.46	10.47CR
				=====	ACCOUNT TOTAL	DB:	282.46	CR:	0.00	

5050-080-320 Office/Computer Supplies

B E G I N N I N G B A L A N C E

2,252.42

10/31/14	10/31	A89595	CHK: 556362	08584	(4)wkly 8x1 blk planners	7226	730432547-001		49.61	2,302.03
10/31/14	10/31	A89728	CHK: 556431	08584	4x6index cards,pastel ca	9657	0001318		8.86	2,310.89
12/31/14	12/31	A93686	CHK: 557596	08700	pgl-225 lk ink, hng fldr	7226	743749186-001		389.20	2,700.09
				=====	ACCOUNT TOTAL	DB:	447.67	CR:	0.00	

5050-080-350 Tools/Equipment (under\$1,000)

B E G I N N I N G B A L A N C E

947.78

11/26/14	11/26	A91770	CHK: 557019	08637	CD players, elmers glues	9657	006936		56.16	1,003.94
12/31/14	12/31	A93820	CHK: 557667	08700	pnv 8gb sdhc cl4-Santa P	9657	0098750		21.44	1,025.38
				=====	ACCOUNT TOTAL	DB:	77.60	CR:	0.00	

5050-080-360 Library Books

B E G I N N I N G B A L A N C E

16,253.47

10/10/14	10/10	A88080	CHK: 555869	08537	library books	0779	L1042814091614		2,524.27	18,777.74
10/31/14	10/31	A89418	CHK: 556252	08584	library media	0565	92278830		49.89	18,827.63
10/31/14	10/31	A89429	CHK: 556260	08584	library books	0779	4011011323		14.18	18,841.81
11/10/14	11/10	A90322	CHK: 556488	08610	library books	0283	36508811		75.95	18,917.76
11/10/14	11/10	A90331	CHK: 556496	08610	library media	0565	92300614		49.89	18,967.65
11/10/14	11/10	A90400	CHK: 556548	08610	library books	3862	53468855		26.16	18,993.81
11/26/14	11/26	A91529	CHK: 556894	08637	library books	0779	2029952874		225.40	19,219.21
11/26/14	11/26	A91531	CHK: 556894	08637	library books	0779	4011037099		495.76	19,714.97
11/26/14	11/26	A91532	CHK: 556894	08637	library books	0779	4011037100		220.35	19,935.32
11/26/14	11/26	A91533	CHK: 556894	08637	library books	0779	4011045283		12.25	19,947.57
11/26/14	11/26	A91534	CHK: 556894	08637	library books	0779	4011045284		17.61	19,965.18
12/10/14	12/10	A92167	CHK: 557075	08652	library books	0779	4011054059		313.19	20,278.37
12/10/14	12/10	A92170	CHK: 557075	08652	library books	0779	4011059371		139.49	20,417.86
12/10/14	12/10	A92366	CHK: 557179	08652	library books	7703	962		872.10	21,289.96
12/10/14	12/10	A92367	CHK: 557179	08652	library books	7703	963		940.41	22,230.37
12/18/14	12/18	A92801	CHK: 557266	08674	book prchs-LaLibreria	11 0857	10/29-14-11/26/14		16.43	22,246.80

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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
12/18/14	12/31	A93565	CHK: 557508	08700	library books	0779	4011068004		18.71	22,265.51
12/31/14	12/31	A93554	CHK: 557500	08700	library media	0565	92401991		37.94	22,303.45
12/31/14	12/31	A93566	CHK: 557508	08700	library books	0779	4011068005		84.74	22,388.19
=====				ACCOUNT TOTAL	DB:	6,134.72	CR:	0.00		

5050-080-410 Meeting Expense

B E G I N N I N G B A L A N C E

35.84

10/10/14	10/10	A88257	CHK: 555964	08537	mileage reimbmnt:Health	7594	9/18/14		20.16	56.00
=====				ACCOUNT TOTAL	DB:	20.16	CR:	0.00		

5050-080-420 Utilities

B E G I N N I N G B A L A N C E

3,611.01

10/20/14	10/20	A89024	CHK: 556153	08564	COP billing 8/31-9/30/14	7857	8/31/14-9/30/14		58.99	3,670.00
10/20/14	10/20	A89071	CHK: 556182	08564	edison billing Sep-Oct 2	9160	Sept-Oct. 2014		1,202.08	4,872.08
10/20/14	10/20	A89072	CHK: 556190	08564	gas billing Sept-Oct 201	9180	Sept-Oct. 2014		6.71	4,878.79
11/10/14	11/10	A90550	CHK: 556634	08610	gas billing October 2014	9180	October 2014		5.64	4,884.43
11/18/14	11/18	A91099	CHK: 556786	08619	COP billing 9/30-10/31/1	7857	9/30/14 - 10/31/14		61.36	4,945.79
11/18/14	11/18	A91123	CHK: 556803	08619	edison billing Oct-Nov 2	9160	Oct-Nov. 2014		638.45	5,584.24
12/18/14	12/18	A92985	CHK: 557383	08674	COP billing 10/31-11/30/	7857	10/31/14-11/30/14		58.99	5,643.23
12/18/14	12/18	A93011	CHK: 557404	08674	edison billing Nov-Dec 2	9160	Nov-Dec. 2014		431.71	6,074.94
12/18/14	12/18	A93012	CHK: 557412	08674	gas billing Oct-Dec 2014	9180	Oct-Dec 2014		32.27	6,107.21
=====				ACCOUNT TOTAL	DB:	2,496.20	CR:	0.00		

5050-080-440 Training Expense

B E G I N N I N G B A L A N C E

75.00

10/31/14	10/31	A89424	CHK: 556256	08584	mileage reimbmnt 10/23	0661	10/23/14		44.80	119.80
10/31/14	10/31	A89644	CHK: 556375	08584	Participant: Annamariae O	7591	20917		75.00	194.80
11/26/14	11/26	A91683	CHK: 556976	08637	replenish petty cash	7577	11/26/14		5.38	200.18
=====				ACCOUNT TOTAL	DB:	125.18	CR:	0.00		

5050-080-450 Publication and Dues

B E G I N N I N G B A L A N C E

8,187.31

10/31/14	10/31	A89541	CHK: 556322	08584	1yr subscription - Libra	3720	A#: 383760		261.89	8,449.20
11/26/14	11/26	A91737	CHK: 557003	08637	LA TimesDaily 1/1/14-1/1	9219	1022-HF102200001LA		564.00	9,013.20
=====				ACCOUNT TOTAL	DB:	825.89	CR:	0.00		

5050-080-490 Consumables

B E G I N N I N G B A L A N C E

501.40

10/10/14	10/10	A88310	CHK: 555986	08537	snackrs popcorn,water,nac	8715	107853		120.19	621.59
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D E T A I L L I S T I N G

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Fund : 004-Public Safety Sales Tax

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 050 Library & Literacy

SUPPRESS ZEROS

ACCOUNTS: 5020-005-010 THRU 5050-080-740

POST	DATE	TRAN #	REFERENCE	PACKET=====DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
10/31/14	10/31	A89619	CHK: 556368	08584 LifePrints Student Bk2-2	7346	7444098		155.76	777.35
10/31/14	10/31	A89686	CHK: 556401	08584 candies,cookies,cupcakes	8715	125177		115.99	893.34
10/31/14	10/31	A89734	CHK: 556431	08584 ribbons,sympthy card,can	9657	001317		24.82	918.16
11/10/14	11/10	A90524	CHK: 556615	08610 button parts 2-1/4in d p	8399	8349771		54.50	972.66
11/18/14	11/18	A90920	CHK: 556678	08619 thread,laceWalMrt/TeenWk	0857	9/26/14-10/28/14		24.64	997.30
11/26/14	11/26	A91663	CHK: 556970	08637 Holiday stationery assor	7409	668306994-01		86.26	1,083.56
11/26/14	11/26	A91683	CHK: 556976	08637 replenish petty cash	7577	11/26/14		10.91	1,094.47
11/26/14	11/26	A91746	CHK: 557013	08637 Fullsteam ahead posters&	9546	5458665		27.52	1,121.99
11/26/14	11/26	A91753	CHK: 557019	08637 bracelets,blowpops,glowr	9657	000337		48.29	1,170.28
11/26/14	11/26	A91766	CHK: 557019	08637 napkins,bags,cookies,pun	9657	005910		74.27	1,244.55
11/26/14	11/26	A91492	CHK: 556929	08649 Library Cards Annual Ord	3724	64942		667.29	1,911.84
12/10/14	12/10	A92316	CHK: 557169	08652 crayons,Christmas color	7409	668642369-01		283.55	2,195.39
12/10/14	12/10	A92399	CHK: 557201	08652 cheez-it party mix,cheet	8715	137345		20.94	2,216.33
=====				ACCOUNT TOTAL	DB:	1,714.93	CR:	0.00	

5050-080-520 Insurance, Liability

B E G I N N I N G B A L A N C E

1,153.00

10/31/14	11/05	B19171	4.15	01465 Tr liability exp to RM Oct	JE# 014800	383.00	1,536.00
11/30/14	12/04	B19279	5.15	01481 Tr liability exp to RM Nov	JE# 014891	383.00	1,919.00
12/31/14	1/12	B19378	6.15	01492 Tr liability exp to RM Dec	JE# 015020	383.00	2,302.00
=====				ACCOUNT TOTAL	DB:	1,149.00	CR: 0.00

5050-080-660 Other Expenses

B E G I N N I N G B A L A N C E

29.54

10/10/14	10/10	A88313	CHK: 555986	08537 (3) 20lb. ice	8715	111548	12.99	42.53
=====				ACCOUNT TOTAL	DB:	12.99	CR: 0.00	

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000 ERRORS IN THIS REPORT!

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** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	656,022.68	306.65CR
REPORTED ACTIVITY:	651,453.75	10,021.06CR
ENDING BALANCES:	1,307,476.43	10,327.71CR
TOTAL FUND ENDING BALANCE:	1,297,148.72	

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D E T A I L L I S T I N G

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Fund : 089-Capital Projects

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 090 General Government

SUPPRESS ZEROS

ACCOUNTS: 5090-004-010 THRU 5090-004-880

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

5090-004-010 Salaries, Regular

B E G I N N I N G B A L A N C E

6,003.67

10/15/14	10/16	P03922	PYEXP	00361	PY P.E. 10-15-14		630.79	6,634.46
10/31/14	10/31	P03980	PYEXP	00363	PY P.E. 10-31-14		874.04	7,508.50
11/15/14	11/17	P03983	PYEXP	00364	PY P.E. 11-15-14		839.19	8,347.69
11/30/14	12/02	P03990	PYEXP	00365	PY P.E. 11-30-14		955.64	9,303.33
12/15/14	12/17	P04084	PYEXP	00367	PY P.E. 12-15-14		590.19	9,893.52
12/31/14	12/31	P04137	PYEXP	00369	PY P.E. 12-31-14		838.16	10,731.68
=====				ACCOUNT TOTAL	DB:	4,728.01	CR:	0.00

5090-004-090 Benefits

B E G I N N I N G B A L A N C E

1,952.06

10/15/14	10/20	A88727	CHK: 000000	08575	Medicare Withholding	0001	T4 201410160482	7.61	1,959.67
10/15/14	10/20	A88734	CHK: 556033	08575	Dept Head Dental Insuran	0007	D3 201410160482	0.55	1,960.22
10/15/14	10/20	A88735	CHK: 556033	08575	City pd Dental Insurance	0007	DCP201410160482	7.32	1,967.54
10/15/14	10/20	A88736	CHK: 556033	08575	Life Insurance	0007	L1 201410160482	1.60	1,969.14
10/15/14	10/20	A88739	CHK: 556033	08575	Dept Head Medical Insura	0007	M03201410160482	6.36	1,975.50
10/15/14	10/20	A88740	CHK: 556033	08575	City pd Medical Insuranc	0007	MCP201410160482	85.52	2,061.02
10/15/14	10/20	A88741	CHK: 556033	08575	City paid unemployment i	0007	UI 201410160482	3.19	2,064.21
10/15/14	10/20	A88744	CHK: 556033	08575	Dept Head Vision Insuran	0007	V3 201410160482	0.24	2,064.45
10/15/14	10/20	A88745	CHK: 556033	08575	City pd Vision Insurance	0007	VCP201410160482	3.22	2,067.67
10/15/14	10/20	A88749	CHK: 000000	08575	CalPERS Contributions	0018	PDH201410160482	25.02	2,092.69
10/15/14	10/20	A88758	CHK: 000000	08575	CalPERS	0018	PRD201410160482	94.70	2,187.39
10/15/14	10/20	A88761	CHK: 000000	08575	CalPERS	0018	PRM201410160482	12.86	2,200.25
10/31/14	11/04	A90105	CHK: 000000	08599	Medicare Withholding	0001	T4 201410310485	11.46	2,211.71
10/31/14	11/04	A90114	CHK: 556460	08599	Dept Head Medical Insura	0007	M03201410310485	4.61	2,216.32
10/31/14	11/04	A90115	CHK: 556460	08599	City pd Medical Insuranc	0007	MCP201410310485	113.36	2,329.68
10/31/14	11/04	A90116	CHK: 556460	08599	City paid unemployment i	0007	UI 201410310485	4.42	2,334.10
10/31/14	11/04	A90122	CHK: 000000	08599	CalPERS Contributions	0018	PDH201410310485	52.77	2,386.87
10/31/14	11/04	A90131	CHK: 000000	08599	CalPERS	0018	PRD201410310485	122.79	2,509.66
10/31/14	11/04	A90134	CHK: 000000	08599	CalPERS	0018	PRM201410310485	8.57	2,518.23
11/15/14	11/19	A91345	CHK: 000000	08629	Medicare Withholding	0001	T4 201411170486	10.66	2,528.89
11/15/14	11/19	A91354	CHK: 556838	08629	Dept Head Dental Insuran	0007	D3 201411170486	0.49	2,529.38
11/15/14	11/19	A91355	CHK: 556838	08629	City pd Dental Insurance	0007	DCP201411170486	9.73	2,539.11
11/15/14	11/19	A91356	CHK: 556838	08629	Life Insurance	0007	L1 201411170486	2.07	2,541.18
11/15/14	11/19	A91359	CHK: 556838	08629	Dept Head Medical Insura	0007	M03201411170486	5.73	2,546.91
11/15/14	11/19	A91360	CHK: 556838	08629	City pd Medical Insuranc	0007	MCP201411170486	113.37	2,660.28
11/15/14	11/19	A91362	CHK: 556838	08629	City paid unemployment i	0007	UI 201411170486	4.21	2,664.49
11/15/14	11/19	A91365	CHK: 556838	08629	Dept Head Vision Insuran	0007	V3 201411170486	0.22	2,664.71
11/15/14	11/19	A91366	CHK: 556838	08629	City pd Vision Insurance	0007	VCP201411170486	4.27	2,668.98
11/15/14	11/19	A91370	CHK: 000000	08629	CalPERS Contributions	0018	PDH201411170486	17.55	2,686.53
11/15/14	11/19	A91379	CHK: 000000	08629	CalPERS	0018	PRD201411170486	149.15	2,835.68
11/15/14	11/19	A91382	CHK: 000000	08629	CalPERS	0018	PRM201411170486	8.57	2,844.25
11/30/14	12/04	A91974	CHK: 000000	08655	Medicare Withholding	0001	T4 201412020487	13.03	2,857.28
11/30/14	12/04	A91984	CHK: 557031	08655	Dept Head Medical Insura	0007	M03201412020487	3.30	2,860.58

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D E T A I L L I S T I N G

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Fund : 089-Capital Projects

PERIOD TO USE: Oct-2014 THRU Dec-2014

DEPT : 090 General Government

SUPPRESS ZEROS

ACCOUNTS: 5090-004-010 THRU 5090-004-880

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
11/30/14	12/04	A91985	CHK: 557031	08655	City pd Medical Insuranc	0007	MCP201412020487		119.34	2,979.92
11/30/14	12/04	A91986	CHK: 557031	08655	City paid unemployment i	0007	UI 201412020487		4.84	2,984.76
11/30/14	12/04	A91992	CHK: 000000	08655	CalPERS Contributions	0018	PDH201412020487		59.78	3,044.54
11/30/14	12/04	A92000	CHK: 000000	08655	CalPERS	0018	PR3201412020487		14.78	3,059.32
11/30/14	12/04	A92001	CHK: 000000	08655	CalPERS	0018	PRD201412020487		72.61	3,131.93
11/30/14	12/04	A92004	CHK: 000000	08655	CalPERS	0018	PRM201412020487		58.91	3,190.84
12/15/14	12/19	A93364	CHK: 000000	08689	Medicare Withholding	0001	T4 201412170489		7.05	3,197.89
12/15/14	12/19	A93374	CHK: 557443	08689	Dept Head Dental Insuran	0007	D3 201412170489		0.60	3,198.49
12/15/14	12/19	A93375	CHK: 557443	08689	City pd Dental Insurance	0007	DCP201412170489		5.80	3,204.29
12/15/14	12/19	A93376	CHK: 557443	08689	Life Insurance	0007	L1 201412170489		1.30	3,205.59
12/15/14	12/19	A93379	CHK: 557443	08689	Dept Head Medical Insura	0007	M03201412170489		7.00	3,212.59
12/15/14	12/19	A93380	CHK: 557443	08689	City pd Medical Insuranc	0007	MCP201412170489		67.62	3,280.21
12/15/14	12/19	A93381	CHK: 557443	08689	City paid unemployment i	0007	UI 201412170489		3.02	3,283.23
12/15/14	12/19	A93385	CHK: 557443	08689	Dept Head Vision Insuran	0007	V3 201412170489		0.26	3,283.49
12/15/14	12/19	A93386	CHK: 557443	08689	City pd Vision Insurance	0007	VCP201412170489		2.55	3,286.04
12/15/14	12/19	A93390	CHK: 000000	08689	CalPERS Contributions	0018	PDH201412170489		54.57	3,340.61
12/15/14	12/19	A93399	CHK: 000000	08689	CalPERS	0018	PRD201412170489		57.98	3,398.59
12/15/14	12/19	A93402	CHK: 000000	08689	CalPERS	0018	PRM201412170489		12.99	3,411.58
12/31/14	1/05	A94051	CHK: 000000	08715	Medicare Withholding	0001	T4 201412310491		11.63	3,423.21
12/31/14	1/05	A94060	CHK: 557680	08715	Dept Head Medical Insura	0007	M03201412310491		3.02	3,426.23
12/31/14	1/05	A94061	CHK: 557680	08715	City pd Medical Insuranc	0007	MCP201412310491		87.50	3,513.73
12/31/14	1/05	A94062	CHK: 557680	08715	City paid unemployment i	0007	UI 201412310491		4.33	3,518.06
12/31/14	1/05	A94068	CHK: 000000	08715	CalPERS Contributions	0018	PDH201412310491		119.64	3,637.70
12/31/14	1/05	A94077	CHK: 000000	08715	CalPERS	0018	PRD201412310491		47.33	3,685.03
12/31/14	1/05	A94080	CHK: 000000	08715	CalPERS	0018	PRM201412310491		12.99	3,698.02
=====				ACCOUNT TOTAL	DB:	1,745.96	CR:	0.00		

5090-004-880

Capital Expenditures

B E G I N N I N G B A L A N C E

429,744.54

10/10/14	10/10	A88111	CHK: 555902	08537	vibro-replacement,cpt-te	2261	9182		32,553.00	462,297.54
10/10/14	10/10	A88112	CHK: 555902	08537	compact test@ PublicSfty	2261	9258		540.00	462,837.54
10/10/14	10/10	A88133	CHK: 555915	08537	federal express:8/13-9/1	3430	2-786-09112		31.21	462,868.75
10/10/14	10/09	A88049	CHK: 556014	08559	PUBLIC SAFETY BUILDING	9720	195021		204,358.41	667,227.16
10/10/14	10/09	A88049	CHK: 556014	08559	PUB SFTY BLDG CHG ORD #1	9720	195021		20,405.61	687,632.77
10/10/14	10/09	A88049	CHK: 556014	08559	PUB SFTY BLDG CH ORD #2	9720	195021		18,594.18	706,226.95
10/10/14	10/09	A88049	CHK: 556014	08559	PUB SFTY BLDG #3	9720	195021		9,446.03	715,672.98
10/20/14	10/20	A88886	CHK: 556092	08564	compact test@Public Sfty	2261	9292		345.00	716,017.98
10/20/14	10/15	A88685	CHK: 556193	08572	PLANO BRG ADD#2(PARTIAL)	9247	37895		5,439.61	721,457.59
10/31/14	10/31	A89475	CHK: 556283	08584	Task 6:Weekly Site inspe	1015	6303		75.00	721,532.59
10/31/14	10/31	A89512	CHK: 556304	08584	welding inspect@PublicSf	2261	9314		637.50	722,170.09
10/31/14	10/31	A89514	CHK: 556304	08584	compact test@PublicSftyB	2261	9319		410.00	722,580.09
10/31/14	10/31	A89537	CHK: 556318	08584	Federal Express 9/16-10/	3430	2-815-65309		14.40	722,594.49
10/31/14	11/05	B19170	4.13	01465	Rec copier usage for Oct		JE# 014799		0.78	722,595.27
10/31/14	10/31	A89371	CHK: 556321	08601	PUBLIC SAFETY BUILDI	3626	#4		5,200.00	727,795.27
11/10/14	11/06	A90266	CHK: 556660	08615	CONSTRUCTION STAKING	9859	17653		1,347.50	729,142.77
11/18/14	11/18	A90904	CHK: 556825	08633	PUBLIC SAFETY BUILDING	9720	195028		405,202.64	1,134,345.41
11/18/14	11/18	A90904	CHK: 556825	08633	CHG ORD#1 PUB SAF BLDG	9720	195028		1,674.10	1,136,019.51

PAGE: 3

PERIOD TO USE: Oct-2014 THRU Dec-2014

ACCOUNTS: 5090-004-010 THRU 5090-004-880

* * * * *

000 ERRORS IN THIS REPORT!

★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★ — ★

** REPORT TOTALS **	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	437,700.27	0.00
REPORTED ACTIVITY:	968,643.72	0.00
ENDING BALANCES:	1,406,343.99	0.00
TOTAL FUND ENDING BALANCE:	1,406,343.99	

TUTOC Committee Meeting
Wednesday February 11, 2015
Coleman Conference Room
City Hall

Roll Call: Russell Buck Fletcher, Gail Lemmen, Margaret Stinson, Khris Saleh, Janet Meister, Salvador Estrada, John Simonich, Dr. Raheel Mann

1. Call to order by Buck
2. Oral Communications: No one is here from the community
3. Minutes of January 14, 2015- Margaret moves to accept the minutes, John seconds passes 8-0
4. Review of 2nd quarter Measure H expenditures for FY 2014/2015 (as of December 31, 2014) Re: review of Measure H revenue and expenditures report for the period of October 1, 2014 -December 31, 2014- Margaret moves to review the budget, Khris seconds the motion. Discussion: Margaret asked what is the Porterville Hotel Project under the police department on page 2? It is not part of our budget. Raheel found no discrepancies. Khris- Under revenue for the police has an item for \$117. Marie Beamis- This is reimbursement of officers who worked on a school event. Under maintenance in October shop bill- In October we sold 4 measure H cars to another city. Cars were doubled up under multiple officers, increasing the gas costs. Fire- camera replaced the flash for a camera and evidence container needed and used by fire department. One-year policy manual- prorated for the 24 employees. Library- what portion of expenditures are for measure H and what portion is general fund for various items such as floor cleaning? Advertising - What was the total for advertising from Oct - Dec. and how was Measure H's portion calculated? Clown bouncer was for a literacy event at Centennial Park. Annual fund fee- retirement for part time employees, they pay to ICMA for their retirement funds. These funds are allocated for the part-time employees who are Measure H employees. It is pro rated. Office supplies- is this amount the portion for Measure H. Weekly black liners are for literacy events. Library books account total \$6,000. How much did the General Fund spend? It is budgeted that Measure H does not exceed half. Media Expense- for supervisor training- some training by measure H and some by general fund. Utilities- there is a break down, the formula come from the extended hours. So if the extended hours are 25% more than before measure H then Measure H pays for 25% of the utilities. Anna Marie Olson is a measure H employee so Measure H paid for her training. Petty Cash item is for small items for literacy items and then reimbursed from Petty Cash. Publication- is for the Fresno Bee is it for the entire year? A company called Epsco manages their subscriptions. Prior to Measure H did the city pay for Fresno Bee and LA times? A portion of the subscriptions is paid for measure H. Khris asked for the percentages. Consumables are for Literacy Events. The library cards- are they 100% measure H or a portion. It is a portion of the total purchase. Library cards are purchased annually. Insurance and Liability- the percentage is similar to utilities. 20lb bag of ice was used for a literacy event. Capital expenditures on page 2- Plano Bridge is an input error, every time we make a purchase it comes up as Plano Bridge. The line is for Creeks engineering who does a weekly site inspection of the new public safety building. John moves to call the budget, second from Margaret. Khris has a concern- Police and Fire is clear, which is Measure H and which is general fund. But the Library is not as clear what is Measure H and what will be General Fund. Khris would like to see a formula that is consistent throughout the budget items. Margaret said the Library expenditures are different from Police and Fire. Miss Beamis said she could get the library general fund expenditure and then compare. Most of the library expenditures are for literacy, but the utilities are a

percentage of the total are charged for Measure H. Measure H committee charged the council who charge the Library and Literacy Committee to define what is literacy. Mr. Lawless said that no more than 15% of the total could be spent on literacy events. Khris question is- Measure H funds are to supplement general funds not to replace general fund monies. For example Measure H monies for library books cannot exceed monies spent from the general fund. Khris cannot accept this budget until the city makes adjustments. Buck also would to have clear percentages of Library funding that is Measure H. But Library is different from the Police and Fire. We need to look into a more clear way of looking at library expenditures. We have inherited problems from previous committees. We can address this at the next meeting to come up with a formula. Raheel commented that the fire and police are more constant in their use of the Measure H while the library has different events that have a variety of expenses. Raheel feels that the library is under good management. Miss Cervantes has said in the past that this is how it is done. Khris feels that his questions have not been answered. Library needs to state more clearly what is charged to Measure H. The charges need to be objective and explained in full. Raheel asked how Khris' questions could be answered. Khris wants to make sure Measure H is supplementing funding rather than supplanting. Buck says we will take a vote. 4 yeas (Buck, Margaret, John and Raheel) and 4 nays (Gail, Sal, Khris and Janet). Mr. Lawless says a no vote triggers a public hearing where Measure H members have to say why we think the expenditures are not consistent with a previously approved budget. Sal said the broad definition of literacy makes it difficult to say which expenditures is Measure H and which are not. He would like to see a more narrow definition. The definition of literacy was made broad to allow for a variety of activities. Mr. Lawless said the next meeting in May we will look at the next budget where we can make recommendations. Now we are voting on if the current expenditure matches the current budget. We can look at the next budget for a tighter definition of their expenditures. In July we can look at the final budget and approve or disapprove. Khris said we do not have the opportunity in the summer to know what the expenditures will be. Khris does not want the public hearing to change no votes to yes votes. Buck asks whether we should address this issue now or wait until the next meeting. Gail feels the library expenditures have not been clear and transparent. Janet agrees with Khris. Revote- 4 yeas and 4 nays. Mr. Lawless asked who voted Yes- Russell yes, Margaret yes, Janet nay, Khris nay, Sal nay, John yes, Raheel yes, and Gail nay. Gail will write up a proposal to submit a Notice of a No Vote so a public hearing will be scheduled.

5. Other Matters- any other issues? Khris read from the Measure H papers. In the past they have taken some of our suggestions and have disregarded others. Khris hopes we will have more transparent answers for the next budget. We need a public notice of the hearing and it will be put on the agenda. Both sides of the committee will have their say and the city council will make a ruling. Again Khris is looking at a subjective rule for Library's expenditures and feels that having a public hearing is a more direct way to get the changes. Next meeting will be May 6 at 6pm
6. Adjournment at 7:15

Transactions and Use Tax Oversight Committee
Annual Report for fiscal year 2014/2015
Prepared for the Porterville City Council
March 17, 2015

Members:

Russell “Buck” Fletcher, Chair

Kat Harriss, Co-Chair

Gail Lemmen, Secretary

Margaret Stinson

Raheel Mann

Janet Meister

Salvador Estrada

Khris Saleh

John Simonich

TRANSACTIONS USE TAX OVERSIGHT COMMITTEE

Annual Report for Fiscal Year 2014

Pursuant to the Resolution No. 24-2006, the Transactions and Use Tax Oversight

Committee respectfully submits this annual report to the City Council for review.

HISTORY

On November 8, 2005 Ordinance No. 1684 entitled the Transactions and Use Tax for Public Safety, Police and Fire Protection appeared on the Special Consolidated Election Ballot as Measure H.

Ballot Measure H read:

PORTERVILLE POLICE AND EMERGENCY RESPONSE/911 SAFETY MEASURE. In order to increase the number of police and firefighters, expand neighborhood crime prevention efforts, improve 9-1-1 response times and communication, upgrade the 9-1-1 dispatch center, build a new fire station, and expand and improve anti-gang, anti-drug and anti-bullying programs, shall the Sales tax be increased by one-half cent with citizens oversight and independent annual performance and financial audits? YES NO

On December 6, 2006, the City Council reaffirmed Ordinance No. 1684 and adopted the

Program Guidelines and public Safety Expenditure Plan for the administration and expenditure of the tax proceeds. General Fund 004 was designated as the Measure H Tax Fund.

On February 21, 2006, the City Council adopted Resolution No. 24-2006 establishing an independent citizen's oversight committee charged to monitor the expenditure of General Fund Revenues derived from the Transactions and Use Tax for Public Safety, Police and Fire Protection.

The Purpose of the Transactions and Use Tax Oversight Committee (TUTOC) is to review the revenue and expenditures of

the three Measure H Budgets (Fire, Police and Literacy) contained in General Fund No. 004, Public Safety Sales tax, and report to Council their findings as “consistent with the intent of the ballot measure” or “non consistent.”

Should a determination of “non consistent” be brought forth, the Council shall hold a public hearing on the issue and take whatever action is necessary and appropriate to correct any issues the Council concurs are inconsistent.

TUTOC shall issue an annual report of its conclusions.

In November 2010, the council renamed the Library Board of Trustees to the Library and Literacy Committee. They were charged with the task of defining literacy for the purposes of Measure H. In October 2011 the Library and Literacy Committee purposed the following definition of literacy: Literacy is the ability to identify, understand, interpret, create, communicate, compute and use printed, written, and various formats of materials associated with varying contexts. The Library and Literacy Committee published a fact sheet that explained what Measure H was and how the monies were spent.

The TUTOC committee is concerned with the Library expenditures. The Police and Fire Department expenditures are very simple. Police officers, Fireman and other support personnel are funded by Measure H funds. Measure H pays for their salaries, equipment, vehicle maintenance, and any other expenses connected with those people.

Library Expenditures are more complicated. The TUTOC committee approves of funds to purchase books, literacy activities for children and adults, expanded library hours and additional staff to work the additional hours. These are clearly literacy activities. Furthermore, Measure H funds a 30% of the utilities, and 30% of janitorial supplies because of the extended library hours. Measure H also pays for three additional staff. But through the last 4 years,

we have seen a variety of library expenditures charged to Measure H that are not directly related to literacy. Examples of these expenditures are: Floor cleaning and advertising, office supplies, weekly black liners, subscriptions. These expenditures charged to Measure H are also inconsistent from year to year. The TUTOC Committee would like to see a consistent formula for Measure H expenditures. Khris Saleh, Gail Lemmen, Salvador Estrada and Janet Meister voted no to the final budget because of these inconsistencies. They would like City Council to provide direction to the Library to address these issues. Russell Fletcher, Raheel Mann, Margaret Stinson and John Simonich voted yes. They wanted to wait until the next budget is proposed to address the issue of Library expenditures. The TUTOC Committee is deadlocked and asks the City Council for guidance and direction.

Respectfully Submitted,

Gail Lemmen
Secretary

CITY COUNCIL AGENDA – MARCH 17, 2015

SUBJECT: CONSIDERATION OF APPOINTMENT TO THE CDBG CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE

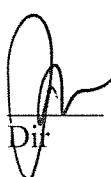

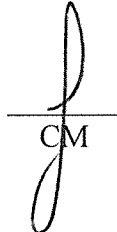
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Due to the recent resignation of John Dennis, there is currently one vacancy on the Community Development Block Grant Citizens' Advisory and Housing Opportunity Committee. Eligibility for this committee consists of residency within the City of Porterville. Committee Members serve one year terms and are appointed and/or reappointed annually by the Mayor, subject to City Council approval. As is customary, staff publicized notice of said vacancy and solicited applications from interested individuals.

At the time of agenda distribution, staff received one request for appointment from Ms. Maria Gonzalez. Applications received after agenda distribution will be provided under separate cover for consideration.

RECOMMENDATION: That the Mayor appoint, subject to City Council approval, one individual to the CDBG Citizens' Advisory and Housing Opportunity Committee for a one year term.

ATTACHMENTS: Request for Appointment

 Dir	 Approp./ Funded	 CM
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Item No. 27

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

MAR 09 2015

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name: Maria Gonzalez
(Please Print)

Appointment to: Community Development Block Grant
Advisory Housing Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide:

Street Address: 181 E. Mill Ave
Porterville, CA. 93257

Mailing Address: 181 E. Mill Ave
Porterville, CA. 93257

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home 559-788-2849 / Cell # 559-310-4426

Work 559-782-4748

FAX _____

E-mail mgonzalez@burtonschools.org

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: _____

* Family Health Care Network board member

1997- to present

* Leadership of Porterville class of 2014

* Long resident (20 yrs.) ^{interested} in bettering our community.

☐ Resume attached

☐ Letter of request attached

Submitted By: Maria S. Aoy 3-9-15
Date

Received by: Patricia Hildreth

Forwarded to: City Clerk ☒ Date: 3/9/15

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: 3/17/15



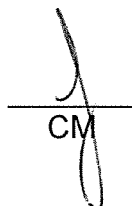
COUNCIL AGENDA: March 17, 2015

SUBJECT: GOVERNOR'S EXECUTIVE ORDER FOR CALIFORNIA DISASTER ASSISTANCE ACT FUNDING, AND THE PROVISION OF WATER TO EAST PORTERVILLE RESIDENTS

SOURCE: Administration

COMMENT: As has been reported at prior City Council meetings, Governor Brown issued Executive Order B-26-14, within which the Governor authorized funding through the California Disaster Assistance Act for the purpose of providing temporary water supplies to households without water for drinking and/or sanitation purposes, as well as directed State agencies to coordinate with counties and local agencies in providing long-term solutions for affected residents.

At its last meeting on March 3rd, the City Council again considered the Tulare Operational Area Task Requests (attached) received on January 20th from the County pursuant to Mutual Aid Agreement. The first Task Request was to continue to provide water delivery service by Mutual Aid Agreement for the next 120 days to the 300-gallon tanks that were previously placed by Porterville Area Coordinating Council. To date, a total of eighty (80) of these tanks are serviced by City staff and equipment on a weekly basis. The second Task Request was for the City to provide water for purchase to fill 1,500- and 2,500-gallon tanks for the next twelve (12) months in East Porterville, referred to as the County Household Tank Program. Both the City Council and staff have previously expressed significant concerns relative to the provision of water, especially for the County Household Tank Program, without the commitment of a new water source to compensate for the anticipated impact to the City's water system. The City Council approved an extension of the current water delivery service until Wednesday, March 11th, and deferred action on the County Household Tank Program, pending action by the County Board of Supervisors. At its meeting on March 10th, the Board approved the full-funding (\$1.6 million) of a new municipal well for the City, accepting 75% funding (\$1.2 million) from CalOES and authorizing the submission of a grant for USDA funding for the remaining 25% (\$400,000). The Board also approved that in the unlikely event the USDA grant is unsuccessful, the County would independently commit to fund the remaining \$400,000. An Agreement affirming the Board's action is being drafted by the County for the Council's consideration, and City staff is coordinating with County staff in providing necessary documentation for the USDA grant application.

  
Dir App/Fund CM

Item No. 28

Under the Task Request for the County Household Tank Program, County representatives have stated that a maximum of 2,000,000 gallons per month is requested to support the Program, though it may be up to nine (9) months before that volume of water would be necessary as the new tanks are located. A new well developed to City standards would be sufficient to support the requested volume of water, although the City may want to retain the ability to reduce the volume of water sales during the mid-summer months due to the City's water system experiencing its most taxing period, as well as the Governor's likely continued and/or enhanced mandated water conservation measures.

In a related matter, at its meeting on March 17, 2015, the State Water Resources Control Board will consider the proposed continuance of water conservation emergency resolution and regulations. The existing emergency regulations are set to expire on April 25th, and the Board will be considering an extension of the regulations until May 31, 2016.

On a final note, the most recent State Drought Briefing dated March 5, 2015, reports that the California snowpack is currently at 19% of normal to date, and 17% of the April 1 average. Additionally, major state reservoir levels remain at approximately half of average to date, though Northern California reservoirs account for the most benefit. Locally, Success Lake is currently at 28% of normal storage to date (slightly behind last year), and 9% of total storage capacity.

RECOMMENDATION: That the City Council consider:

1. The request for continuation of water delivery service by Mutual Aid Agreement with the County effective January 10, 2015, for at least 120 days; and
2. The request for purchase of potable water by Mutual Aid Agreement with the County effective January 20, 2015, for at least twelve (12) months.

ATTACHMENTS:

1. Governor Executive Order B-26-14
2. Tulare Operational Area SEMS Mission/Task Requests
3. SWRCB Notice of Proposed Emergency Rulemaking
4. State Bi-Weekly Drought Brief: Thursday, March 5, 2015

Executive Department
State of California

EXECUTIVE ORDER B-26-14

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS drought conditions have persisted for the last three years and the duration of this drought is unknown; and

WHEREAS many residents across the state who rely on domestic wells or very small water systems now live in homes that can no longer provide water for drinking or sanitation purposes due to declining groundwater supplies resulting from the drought; and

WHEREAS the shortage of water for drinking and sanitation purposes that many residents now face constitutes a threat to human health and safety; and

WHEREAS additional expedited actions are needed to reduce the harmful impacts from these water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The Office of Emergency Services shall provide local government assistance as it deems appropriate for the purposes of providing temporary water supplies to households without water for drinking and/or sanitation purposes under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, Title 19, section 2900 et seq.
2. The provisions of the Government Code and Public Contract Code applicable to state contracts and procurement, including but not limited to, advertising and competitive bidding requirements, are hereby waived for the sole purpose of allowing state agencies and departments to purchase water for the protection of health, safety, and the environment.

ATTACHMENT I

3. The provisions of California Penal Code section 396 prohibiting price gouging in times of emergency are hereby reinstated as of the date of this Order. The 30-day time period limitation under subsection (b) is hereby waived. For the purposes of calculating the price differential, the price of goods or services shall be compared to the price in effect as of the date of this Order.

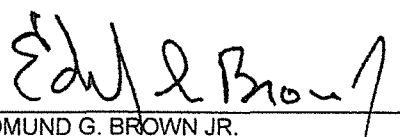
4. The State Water Resources Control Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research will assist local agencies with the identification of acute drinking water shortages in domestic water supplies, and will work with local agencies in implementing solutions to those water shortages. For any actions the listed state agencies take pursuant to this directive, for any actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and for any necessary permits to carry out those actions, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension will expire on December 31, 2014, except that actions started prior to that date shall not be subject to Division 13 for the time required to complete them.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

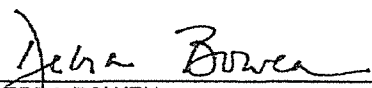
I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

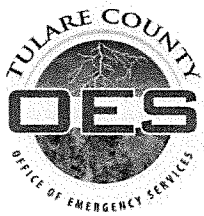
IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 18th day of September 2014.




EDMUND G. BROWN JR.
Governor of California

ATTEST:


DEBRA BOWEN
Secretary of State



Office of Emergency Services

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

TULARE OPERATIONAL AREA SEMS MISSION/TASK REQUEST **XTU-2015-LG-001**

To: **City of Porterville**

Date: **1/10/15**

Pursuant to the California Master Mutual Aid Agreement (MMAA), the Tulare County Regional Emergency Management Mutual Aid Agreement ("TC EMMAA"), and in accordance with the Standardized Emergency Management System (SEMS), the County of Tulare, serving as the Tulare Operational Area, requests the following Mission / Task to be completed:

TASK(S) TO BE PERFORMED:

1. **As of January 10, 2015:** Renew request XTU-2014-LG-001 to continue utilizing City of Porterville water, personnel, and equipment to fill existing non-potable water tanks placed at individual homes by the Porterville Area Coordinating Council in the unincorporated area east of and immediately adjacent to the City of Porterville, commonly referred to as "East Porterville" or "Doyle Colony," for those homes where a signed waiver of liability has been obtained from the occupant by the City of Porterville.

DURATION & TERMINATION:

The recipient is requested to perform the task(s) above for: **120 days**

County endeavours to replace the existing tanks with larger, potable water tanks, to be filled by commercial water haulers, prior to the end of the 120 day period of this request. Should such transition be incomplete at that time, this request may be renewed. Similarly, this request may be terminated prior to expiration should such transition be completed prior to expiration, and/or if the need has abated. Should the request be terminated prior to expiration, such termination shall occur at a time mutually agreed upon.

Should City of Porterville wish to cease performing the requested task, at least 15 days prior notice is requested.

ATTACHMENT 2



Office of Emergency Services

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

XTU-2015-LG-001

COMPENSATION:

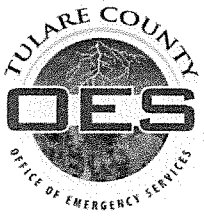
The **County of Tulare** shall reimburse the **City of Porterville** for **100%** of actual costs associated with this request, upon receipt of invoice(s) from the City of Porterville for services performed.

The **County of Tulare** shall claim such costs for disaster recovery from the State of California. This section supercedes Paragraph D of Section VI of the Tulare County Regional Emergency Management Mutual Aid Agreement, as the contingent reimbursement outlined therein has been found to be in conflict with State and Federal policies and regulations.

Please contact my office should you have any questions in regards to this request.

Sincerely,

Andrew Lockman
Emergency Services Manager
County of Tulare, Office of Emergency Services



**TULARE OPERATIONAL AREA
SEMS MISSION/TASK REQUEST
XTU-2015-LG-002**

To: **City of Porterville**

Date: **1/20/15**

Pursuant to the California Master Mutual Aid Agreement (MMAA), the Tulare County Regional Emergency Management Mutual Aid Agreement ("TC EMMAA"), and in accordance with the Standardized Emergency Management System (SEMS), the County of Tulare, serving as the Tulare Operational Area, requests the following Mission / Task to be completed:

TASK(S) TO BE PERFORMED:

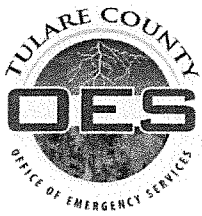
1. Provide potable water from City of Porterville municipal water system, to be purchased by County of Tulare and transported by its agents to residential tanks placed in nearby unincorporated areas as part of the County's Household Tank Program.
2. Establish parameters under which water will be provided, to include:
 - a. Cost per water unit
 - b. Equipment and administrative costs
 - c. Designated filling locations
 - d. Other desired provisions or restrictions

DURATION & TERMINATION:

The recipient is requested to perform the task(s) above for: **12 months**

This request may be renewed prior to expiration should the Household Tank Program continue to operate and require source water. This request may be terminated prior to expiration by County of Tulare should the need abate; such termination shall occur at a time mutually agreed upon.

City of Porterville may terminate performance of the requested tasks for any reason. Should City of Porterville wish to cease performing the requested task, at least 15 days prior written notice is requested.



Office of Emergency Services

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

XTU-2015-LG-002

COMPENSATION:

The **County of Tulare** shall reimburse the **City of Porterville** for **100%** of actual costs associated with this request, upon receipt of invoice(s) from the City of Porterville for services performed.

The **County of Tulare** shall claim such costs for disaster recovery from the State of California. This section supercedes Paragraph D of Section VI of the Tulare County Regional Emergency Management Mutual Aid Agreement, as the contingent reimbursement outlined therein has been found to be in conflict with State and Federal policies and regulations.

Please contact my office should you have any questions in regards to this request.

Sincerely,

Andrew Lockman
Emergency Services Manager
County of Tulare, Office of Emergency Services

State Water Resources Control Board

NOTICE OF PROPOSED EMERGENCY RULEMAKING
March 6, 2015

Prohibition of Activities and Mandatory Actions during Drought Emergency

Required Notice of Proposed Emergency Action

Government Code section 11346.1, subdivision (a)(2) requires that, at least five working days prior to submission of a proposed emergency regulation to the Office of Administrative Law (OAL), the adopting agency must provide a notice of the proposed emergency action to every person who has filed a request for notice of regulatory action with the agency. After the submission of the proposed emergency action to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code section 11349.6. This document and the accompanying information provide the required notice.

Proposed Emergency Action

On January 17, 2014, Governor Brown declared a drought state of emergency. On April 25, 2014 the Governor signed an Executive Order calling on the State to redouble state drought actions. Among other things, the Executive Order directed the State Water Board to adopt emergency regulations as it deems necessary, pursuant to Water Code section 1058.5, to ensure that Urban Water Suppliers implement drought response plans to limit outdoor irrigation and other wasteful water practices.

Water Code section 1058.5 grants the State Water Resources Control Board (State Water Board) the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports."

On July 15, 2014, the State Water Board adopted Resolution 2014-0038, which adopted an emergency regulation for water conservation that added new sections to title 23 of the California Code of Regulations. That emergency regulation became effective on July 28, 2014, upon approval by the Office of Administrative Law. Absent further action, the existing emergency regulation will expire on April 25, 2015. On March 17, 2015, the State Water Board will consider a resolution to readopt the existing emergency regulation, with some updates, for an additional 270 days. The proposed updated emergency regulation consists of four main types of requirements: a prohibition on certain irrigation practices, restrictions on certain commercial activities, an order for all urban water suppliers to implement mandatory restrictions on outdoor irrigation, and an order for water suppliers with 3,000 or more service connections to provide monthly data on water production, compliance actions, and outdoor water conservation measures being implemented.

Proposed Text of Emergency Regulations

See the attached proposed text of the emergency regulation.

Finding of Emergency (Gov. Code, § 11346.1, subd. (b))

The State Water Board finds that an emergency exists due to severe drought conditions and that adoption of the proposed emergency regulation is necessary to address the emergency. California is currently in the fourth year of a significant drought resulting in severe impacts to California's water supplies and its ability to meet all of the demands for water in the State. On January 17, 2014, Governor Edmund G. Brown, Jr. declared a drought state of emergency. On April 25, 2014 the Governor signed an Executive Order (April 2014 Proclamation) stating, among things, "*...that severe drought conditions continue to present urgent challenges: water shortages in communities across the state, greatly increased wildfire activity, diminished water for agricultural production, degraded habitat for many fish and wildlife species, threat of saltwater contamination of large fresh water supplies conveyed through the Sacramento-San Joaquin Bay Delta, and additional water scarcity if drought conditions continue into 2015.*" Due to these concerns, the April 2014 Proclamation directs the State Water Board to adopt emergency regulations as it deems necessary, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement drought response plans to limit outdoor irrigation and other wasteful water practices. The April 2014 Proclamation suspended the requirement for review under the California Environmental Quality Act (CEQA) for certain activities, including adoption of emergency regulations by the Board pursuant to Water Code section 1058.5. On December 22, 2014, Governor Brown issued Executive Order B-28-14, which extended the suspension of the CEQA for certain activities contained in the January 2014 and April 2014 Proclamations, including Board adoption of emergency regulations pursuant to Water Code section 1058.5, through May 31, 2016.

On July 15, 2014 the State Water Board approved an emergency regulation for urban water conservation. On July 28, 2014 the emergency regulation became effective upon approval by the Office of Administrative Law. Absent further action, the emergency regulation will expire on April 25, 2015. Continued action is, however, needed to ensure urban water suppliers and all Californians are taking sufficient actions to conserve water and preserve the State's water supply.

The State Water Board is unable to address the situation through non-emergency regulations because the standard rulemaking process cannot timely address the current severe drought emergency that is the focus of these regulations. Furthermore, as noted above, the Governor's April 2014 Proclamation orders the State Water Board to adopt emergency regulations pursuant to Water Code section 1058.5 to address the issues that are the focus of this proposed regulation.

Authority and Reference (Gov. Code, § 11346.5, subd. (a)(2))

Water Code sections 1058 and 1058.5 provide authority for the emergency regulation. The proposed updated emergency regulation implements, interprets, or makes specific Water Code sections 102, 104, 105, 350, 10617, and 10632.

Informative Digest (Gov. Code, § 11346.5, subd. (a)(3))

Absent the existing emergency regulation, there is no statewide prohibition on specific water uses to promote conservation. There is also no law or regulation requiring urban water suppliers to implement specific stages of their water shortage contingency plans, or report the amount of water they produce to the state. There is also no law or regulation requiring distributors of public water supplies who are not urban water suppliers to adopt water shortage

contingency plans, limit outdoor irrigation by their customers, or implement other mandatory conservation measures. The existing emergency regulation constitutes the first statewide directive to individuals and to urban water suppliers to undertake specific actions to respond to the drought emergency; consequently, the proposed regulation is consistent and compatible with existing regulations on this subject. The proposed regulation neither differs from nor conflicts with an existing comparable federal statute or regulation.

The proposed regulation is intended to safeguard urban water supplies in the event of another dry year. It is both reasonable and prudent to maintain urban water supplies to the maximum extent feasible to provide local agencies with the necessary flexibility to meet the health and safety needs of Californians during the drought emergency. California has been subject to multi-year droughts in the past and there is no guarantee that precipitation during the period the proposed regulation would be in effect will lift the State out of the current drought conditions. Moreover, climate change science indicates that the Southwestern United States are becoming drier, increasing the likelihood of prolonged droughts. In addition, drought conditions have already forced the State Water Board to curtail surface water diversions, and many groundwater basins around the state are already in overdraft conditions that will likely worsen due to groundwater pumping this summer. Many water supply systems face a present or threatened risk of inadequate supply. Should drought conditions persist through 2015 or beyond, more water supply systems will be at risk of depleting supplies, presenting a great risk to the health and safety of the people supplied by those systems. Maintaining urban water supplies through enhanced conservation will reduce the risks to health and safety and reduce negative impacts to the State's economy.

Each of the specific prohibitions on water uses is necessary to promote water conservation to maintain an adequate supply during the drought emergency, which cannot be done if water is being used in an excessive or wasteful manner. These prohibitions affect practices that use excessive amounts of water or where more efficient and less wasteful alternatives are available. These practices are particularly unreasonable during a drought due to the need to conserve limited water supplies to meet health and safety needs. Consequently, the proposed regulation will further protection of the environment.

Additional benefits will be realized should the Board adopt the proposed regulation. These benefits include the following:

- Reduced water bills for customers that reduce water use (some of these savings will generate additional economic activity, such as investments in drought-tolerant landscaping).
- Increased water quality in receiving waters due to lower runoff volumes.
- Increased drought awareness and shared sense of responsibility among urban water users as well as out-of-state guests at California hotels, motels, restaurants and bars.
- More effective tracking of total urban water use.
- Reduced potential for severe economic disruption if 2016 is another dry year.

These benefits will offset some of the fiscal impacts to water suppliers when benefits and costs are viewed from a statewide perspective. Therefore, these benefits provide additional justification for adopting the proposed regulation.

Proposed emergency regulation section 863 sets forth the Board's findings of drought emergency, noting the Governor's adoption of two emergency proclamations pertaining to drought conditions, the persistence of drought conditions, the dry nature of the preceding two years, and the likelihood that drought conditions will continue.

Proposed emergency regulation section 864 prohibits several activities to promote conservation, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency. The section prohibits the application of water to outdoor landscapes in a manner that causes visible runoff, the use of a hose to wash an automobile except where the hose is equipped with a shut-off nozzle, the application of water to hardscapes, the use of potable water in non-recirculating ornamental fountains, and the application of potable water to outdoor landscapes during or within 48 hours after measurable rainfall. This section also prohibits serving water except when requested in restaurants and bars and requires the operators of hotels and motels to offer patrons the option of not having their towels and linens washed daily.

Proposed emergency regulation section 865 directs urban water suppliers to implement the stage of their water shortage contingency plan that imposes mandatory restrictions on the number of days that outdoor irrigation is allowed, requires those urban water suppliers without adequate water shortage contingency plans to adopt them or other measures to promote conservation within thirty days, and report monthly water production information to the Board. This section also requires urban water suppliers that don't already impose a limit on the number of days that outdoor watering is allowed to limit outdoor irrigation of turf and ornamental landscapes to no more than two days per week. This section requires urban water suppliers to notify their customers when suppliers are aware of leaks within the customer's control. The section directs distributors of public water supplies that are not urban water suppliers to either limit outdoor irrigation or implement another mandatory conservation measure or measures to achieve conservation.

Other Matters Prescribed by Statute (Gov. Code, § 11346.5, subd. (a)(4))

The proposed emergency regulation would be adopted in response to conditions which exist, or are threatened, in a critically dry year immediately preceded by two or more consecutive below normal, dry, or critically dry years or during a period for which the Governor has issued a proclamation of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions.

Local Mandate (Gov. Code, § 11346.5, subd. (a)(5))

The State Water Board has determined that adoption of proposed sections 863 and 864 does not impose a new mandate on local agencies or school districts. The sections are generally applicable law.

The State Water Board has further determined that adoption of proposed section 865 does not impose a new mandate on local agencies or school districts, because the local agencies affected by the section have the authority to levy service charges, fees, or assessments sufficient to pay for the mandate program or increased level of service. (See Gov. Code, § 17556.)

Estimate of Cost or Savings (Gov. Code, § 11346.5, subd. (a)(6))

Increased urban water conservation will result in reduced water use, which in turn will result in reduced water sales and lost revenue for urban water suppliers. This loss in revenue will be a function of the amount of water conserved (and therefore not sold) and the unit price that water would have sold for. In addition to lost revenue from reduced water sales, urban water suppliers will also incur costs associated with water production reporting as required by the proposed emergency regulations. The State Water Board estimates that local agencies that are urban water suppliers could collectively realize as much as \$438,185,664 in lost revenue as a result of implementing the proposed regulations. Additionally, the reporting costs to local government are estimated to be \$961,740. The total costs to local government are therefore estimated to be \$439,147,404, which is the sum of estimated lost revenues and the estimated reporting costs.

Implementation of the proposed emergency regulation will result in additional workload for the State Water Board and possibly for the Department of Water Resources. At present this work is accomplished through redirection of resources within existing agency budgets. However, the State Water Board anticipates the need for additional resources (up to one PY) to conduct activities related to the emergency regulation.

The above summary information is explained in greater detail in the State Water Board's Emergency Regulations Digest, which is attached.



Bi-Weekly Drought Brief

Thursday, March 5, 2015

CURRENT CONDITIONS

Recent Precipitation: Last week's storm brought rain mainly to the southern portions of the state, along with some snow in the mountains. Precipitation totals over California in the past week ranged from a few tenths of an inch in the Central Valley and northern part of the state to over 1.5 inches in the Central and Southern Sierras and Southern California.

Below are precipitation totals (in inches) from Monday, February 23, through Monday, March 2, and year-to-date rainfall based on the water year cycle (October 1, 2014 to September 30, 2015).

- | | |
|---------------------------------------|--|
| • Bakersfield: 0.83" (4.32") | • Pacific House: 0.88" (22.92") |
| • Folsom Dam: 0.00" (23.30") | • Redding: 0.00" (28.80") |
| • Fresno: 0.49" (4.53") | • Riverside: 0.70" (4.59") |
| • Hetch Hetchy: 0.47" (12.63") | • Sacramento: 0.00" (11.60") |
| • Los Angeles: 0.72" (6.51") | • San Diego: 0.93" (6.23") |
| • Modesto: 0.00" (9.16") | • Shasta Dam: 0.00" (45.76") |
| • Oroville: 0.28" (22.92") | • Willits: 0.00" (34.36") |

Precipitation Forecast: High pressure will remain over much of the state into the start of next week, continuing the warming trend with very dry conditions. Low pressure may reach the California coast with precipitation possible by the middle of next week.

Snow Survey: The March [manual snowpack survey](#), based on 180 snow courses, recorded California snowpack at 13% of normal to date, and 11% of the April 1 average. The snowpack as measured on March 2, using [automated sensors](#) shows snowpack at 19% of average to date, and 17% of the April 1 average. The automated sensor results captured the additional snowpack, resulting from the latest storm over the past weekend which may not have been reflected in the manual survey.

Reservoir Levels (% capacity): Since the last report on February 23, Central Valley reservoirs from Shasta and Trinity in the North to Isabella in the South gained just under 500,000 acre-feet in net storage. Shasta led all reservoirs with over 186,000 acre-feet in net storage gain. San Luis Reservoir, an off-stream reservoir for the Central Valley Project and State Water Project, continue to gain storage with a net increase of over 122,000 acre-feet since February 23.

Reservoir Levels as of March 1 remain low, including: Castaic Lake 30% of capacity (35% of year to date average); Don Pedro 43% of capacity (60% of average); Exchequer 8% of capacity (16% of average); Folsom Lake 58% of capacity (104% of average); Lake Oroville 49% of capacity (70% of average); Lake Perris 35% (42% of average); Millerton Lake 38% of capacity (57% of average); New Melones 25% of capacity (41% of average); Pine Flat 16% of capacity (30% of average); San Luis 64% of capacity (75% of average); Lake Shasta 58% of capacity (79% of average); and Trinity Lake 47% of capacity (63% of average). An update of water levels at [other smaller reservoirs](#) is also available.

Fire Activity: CAL FIRE has responded to over 220 wildfires across the state since January 1, including the Stephens Fire in Siskiyou County, which has burned 200 acres and is 95% contained. CAL FIRE continues to monitor the drought situation and prepare for the wildfire season ahead while maintaining staffing that meets the current threat. Should the need arise, CAL FIRE is positioned to augment staffing as required.

Statewide Open Burn Ban Update: Due to recent rain, local outdoor burn bans have been lifted across much of the State. Most areas still require homeowners to obtain a burn permit. For those areas where the ban has been lifted, daily fire and weather conditions will dictate whether burning is permissible that day. The [burn ban](#), issued last July, prohibits certain outdoor burning in the State Responsible Areas (SRA).

Vulnerable Water Systems: The State Water Board's [Drinking Water Program](#) continues to provide technical and funding assistance to several communities facing drinking water shortages, and is monitoring water systems across the state to determine if new support is needed.

As of this week, \$13.9 million has been identified for specific emergency drinking water projects out of \$15 million appropriated in March 2014. According to the Drinking Water Program, five pending projects were removed due to eligibility criteria since the last drought brief, which made available \$1.1 million to redistribute and provide funding assistance to other communities facing drinking water shortages.

KEY ACTION ITEMS FROM THIS WEEK

- **Californians' Water Savings Dips in January, an Exceptionally Dry Month:** On Tuesday, March 3, the State Water Board released water conservation rates for the month of January as reported by large urban retail water agencies under the Emergency Conservation Regulation adopted in July 2014. Californians' water savings declined significantly from 22% in December to 8.8% in January. January followed a very wet December 2014, which reduced the need for outdoor water use and likely contributed to the high conservation rate in December. On Tuesday, March 17, the State Water Board will consider a proposed emergency regulation to both extend the current set of individual prohibitions and supplier requirements, and make additional changes to improve their effectiveness.

State Water Board Issues Revised Order to the State and Federal Projects: On Tuesday, March 3, the State Water Board's Executive Director issued a revised order that modifies the February 3 order approving urgency changes to Delta standards for the State and Federal Water Projects. These changes will address concerns raised at the February 18 workshop. The State Water Board is also responding to additional urgency requests for changes in water rights permits due to the drought. These include changes for the City of Santa Cruz, City of Thousand Oaks, the June Lake Public Utility District and the Walker River Irrigation District.

- **Rains of December and Early February Allow Slight Increase in SWP Deliveries:** On Tuesday, March 3, the Department of Water Resources (DWR) announced that the storms of mid-December and early February have allowed water officials to make a small increase in water deliveries to most customers of the State Water Project (SWP), [increasing the allocations from 15% to 20%](#). DWR officials cautioned, however, that despite the storms of December and early February, 2015 is shaping up to be a critically dry fourth consecutive year of drought.

- **Reclamation Announces Initial Zero Water Allocation for Many Ag Users North and South of Delta:** On Friday, February 27, the U.S. Bureau of Reclamation (USBR) announced an initial allocation of 3 million acre-feet of water to farmers, wildlife refuges, and urban water users. Most of the water, 2.6 million acre-feet, will go to farmers who are senior water rights holders on the Sacramento and San Joaquin rivers. USBR announced a zero allocation for Central Valley Project (CVP) agricultural customers north and south of the Sacramento-San Joaquin Delta. Urban customers will receive sufficient water to meet health and safety needs or 25 percent of contract amounts, whichever is greater.
- **Mokelumne River Salmon Defy Drought with Help from East Bay MUD and CDFW:** On Friday, February 27, the East Bay Municipal Utility District (EBMUD) announced that more than [12,000 Chinook salmon](#) resisted the impacts of the drought last fall and returned to the Mokelumne River to spawn, which created the river's fifth-largest run in 74 years. According to EBMUD, the success of the fall Chinook run can be attributed to the Mokelumne River Fish Hatchery project, which is a partnership between EBMUD and the California Department of Fish and Wildlife.
- **Emergency Food Aid, Rental and Utility Assistance:** The Department of Social Services (CDSS) has provided to date over 525,200 boxes of food to community food banks in drought-impacted counties. Approximately 461,250 boxes of food have been picked up by 244,414 households. By this Friday, February 27, an additional 11,882 boxes will be delivered to eight counties. Local food banks continue to target food aid to residents most impacted by drought.

The non-profit group La Cooperativa continues to distribute the \$10 million state-funded emergency rental assistance to impacted families and individuals across counties most impacted by the drought. As of Tuesday, February 24, the Department of Housing and Community Development (HCD) has reported that a total of \$8,587,538 is committed; and \$7,375,702 in funds has been issued to 4,484 applicants in 21 counties.

The Department of Community Services and Development (CSD) created a \$600,000 program to help families pay their water bills. This program targeted families through 10 agencies that are experiencing "exceptional" drought. As of January, CSD has completed the Drought Water Assistance Program Pilot.

CSD has also implemented a \$400,000 Migrant and Seasonal Farmworker (MSFW) drought assistance program, in coordination with the California Human Development (CHD), Central Valley Opportunity Center (CVOC), and Center for Employment Training (CET) and Proteus, which provides assistance in employment training and placement services to individuals impacted by the drought. As of Friday, February 20, 128 clients are enrolled in employment training programs, 33 clients have obtained employment, and 128 clients are receiving employment support services. CSD has also reported that a total of \$400,000 has been spent to assist participants in completing training employment programs.

- **Water Saving Tips Promoted Across the State:** Californians made strides in 2014 to save water during one of the worst droughts in generations. For 2015, [SaveOurWater.com](#) urges Californians to make a New Year's resolution to save water daily as a permanent lifestyle change. Save Our Water's newly revamped website makes it even easier for Californians to learn how to save water indoors, outdoors, and at work. The website features the theme "Conservation: California's Year-Round Resolution." Visitors can sign up for daily email tips

and grow the public awareness campaign by sharing Save Our Water [Twitter](#) and [Facebook](#) feeds.

This campaign will expand beyond the general public to feature corporate and business efforts. Save Our Water is also building an easy-to-use digital water calculator, to be unveiled in March that will help people figure out how much water they currently use and how certain practices could cut that volume both indoors and outdoors.

- **Drought Response Funding:** The \$687 million in state drought funding that was appropriated last March through emergency legislation, as well as \$142 million provided in the 2014 Budget Act, continues to advance toward meeting critical needs. To date, \$227 million has been expended, and nearly \$625 million of the emergency funds appropriated in March came from sources dedicated to capital improvements to water systems. Since March, the Department of Water Resources has expedited grant approvals, getting \$21 million immediately allocated to grantees that were pre-approved for certain projects. As planned in March, the next \$200 million of expedited capital funding was awarded in October, and the remaining \$250 million will be granted by fall 2015. The 2014 Budget Act appropriated an additional \$53.8 million to CAL FIRE over its typical budget to enhance firefighter surge capacity and retain seasonal firefighters beyond the typical fire season. In the event drought conditions continue through next year, the proposed 2015-16 Governor's Budget includes an additional \$115 million to continue critical drought response efforts.
- **Governor's Drought Task Force:** The Task Force continues to take actions that conserve water and coordinate state response to the drought.

Local Government

- **San Diego County Reduces Water Use by 28% in January:** Despite continued high temperatures in the San Diego region, the [San Diego County Water Authority](#) reported on Thursday, February 19, that county water use dropped by 28% for January as compared to January 2014 numbers. In December, the district also reduced its water usage by 29% over the previous year's figures for that month.
- **Sacramento Region Uses Less Water despite Drier, Warmer Weather:** On Thursday, February 26, the Regional Water Authority announced that the [Sacramento region](#) used less water in January compared to the previous two years despite the dry and warm weather. According to the data submitted to the State Water Board, the region's water use in January 2015 decreased 18% compared to the same month last year, and dropped 3% compared to January 2013.
- **Local Emergency Proclamations:** A total of 60 local Emergency Proclamations have been received to date from city, county, and tribal governments, as well as special districts:
 - **24 Counties:** Glenn, Inyo, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Merced, Modoc, Plumas, Santa Barbara, San Bernardino, San Joaquin, San Luis Obispo, Shasta, Siskiyou, Sonoma, Sutter, Trinity, Tulare, Tuolumne, Yuba, and El Dorado.

- **13 Cities:** City of Willits (Mendocino County), City of St. Helena (Napa County), City of Calistoga (Napa County), City of American Canyon (Napa County), City of Santa Barbara (Santa Barbara County), City of Montague (Siskiyou County), City of Live Oak (Sutter County), City of San Juan Bautista (San Benito County), City of Lodi (San Joaquin County), City of Portola (Plumas County), City of Ripon (San Joaquin County), City of Rio Dell (Humboldt County), and City of West Sacramento (Yolo County).
- **9 Tribes:** Hoopa Valley Tribe (Humboldt County), Yurok Tribe (Humboldt County), Tule River Indian Tribe (Tulare County), Karuk Tribe (Siskiyou/Humboldt Counties), Sherwood Valley Pomo Indian Tribe (Mendocino County), Yocha Dehe Wintun Nation (Yolo County), Cortina Indian Rancheria (Colusa County), Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Sonoma County), and Picayune Rancheria of Chukchansi Indians (Madera County).
- **14 Special Districts:** Brooktrails Township (Mendocino County), Lake Don Pedro Community Services District (Stanislaus County), Placer County Water Agency (Placer County), Twain Harte Community Services District (Tuolumne County), Carpinteria Valley Water District (Santa Barbara County), Meiners Oaks Water District (Ventura County), Mariposa Public Utility District (Mariposa County), Goleta Water District (Santa Barbara County), Montecito Water District (Santa Barbara County), Tuolumne Utilities District (Tuolumne County), Mountain House Community Service District (San Joaquin County), Nevada Irrigation District (Nevada County), Upper San Gabriel Valley Municipal Water District (Los Angeles County), and Lake Berryessa Resort Improvement District (Napa County).
- **Water Agency Conservation Efforts:** The Association of California Water Agencies (AWCA) has identified several hundred local water agencies that have implemented water conservation actions. These water agencies are responding to the drought by implementing conservation programs, which include voluntary calls for reduced water usage and mandatory restrictions where water shortages are worst.
- **County Drought Taskforces:** A total of 29 counties have established drought task forces to coordinate local drought response. These counties include: Butte, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Madera, Mendocino, Merced, Modoc, Monterey, Nevada, Orange, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, and Yolo.
- **Tribal Taskforce:** A total of 3 tribes have established drought task forces to coordinate tribal drought response. These tribes include: Hoopa Valley Tribe (Humboldt County), Yurok Tribe (Humboldt Counties) and Sherwood Valley Tribe (Mendocino County).

DROUGHT RELATED WEBSITES FOR MORE INFORMATION

Drought.CA.Gov: California's Drought Information Clearinghouse

State's Water Conservation Campaign, [Save our Water](#)
Local Government, [Drought Clearinghouse and Toolkit](#)

California Department of Food and Agriculture, [Drought information](#)
California Department of Water Resources, [Current Water Conditions](#)
California Data Exchange Center, [Snow Pack/Water Levels](#)
California State Water Resources Control Board, [Water Rights](#), [Drought Info and Actions](#)
California Natural Resources Agency, [Drought Info and Actions](#)
State Water Resources Control Board, Drinking Water, [SWRCB Drinking Water Program](#)
California State Water Project, [Information](#)

[U.S. Drought Monitor](#) for Current Conditions throughout the Region
[U.S. Drought Portal](#), National Integrated Drought Information System (NIDIS)
National Weather Service [Climate Predictor Center](#)
USDA Drought Designations by County [CA County Designations](#)
USDA Disaster and Drought Assistance Information [USDA Programs](#)
U.S. Small Business Administration Disaster Assistance Office: www.sba.gov/disaster

Daily Reservoir Storage Summary

ENDING AT MIDNIGHT - 03/11/2015

FOR SELECTED RESERVOIRS IN NORTHERN AND SOUTHERN CALIFORNIA

Report generated: 03/12/2015 11:02

Reservoir Name	StadID	Water Storage									
		Capacity (AF)	Elevation (FT)	Storage (AF)	Storage Change	% of Capacity	Average Storage	% of Average	Outflow (CFS)	Inflow (CFS)	Storage - Year Ago This Date
TRINITY RIVER											
TRINITY LAKE	CLE	2,447,650	2,272.34	1,161,651	1,687	47	1,855,613	63	304	1,158	1,263,380
WHISKEYTOWN	WHI	241,100	1,198.60	205,977	-117	85	209,158	98	230	175	213,300
LEWISTON	LEW	14,660	1,901.44	14,240	97	97	13,844	103	311	360	14,569
RUSSIAN RIVER											
SONOMA(WARM SPRINGS)	WRS	381,000	440.33	217,818	-122	57	231,778	94	81	24	178,996
MENDOCINO (COYOTE)	COY	122,400	736.45	66,666	-33	54	74,916	89	222	210	37,844
SACRAMENTO RIVER											
SHASTA	SHA	4,552,000	991.49	2,647,486	3,118	58	3,455,249	77	3,522	5,118	1,999,968
KESWICK	KES	23,772	579.13	19,035	1,038	80	21,777	87	3,092	3,616	20,504
FEATHER RIVER											
OROVILLE	ORO	3,537,577	759.63	1,769,094	2,807	50	2,547,388	69	521	1,919	1,571,159
ANTELOPE	ANT	22,566	5,002.27	22,815	0	101	18,493	123	---	---	19,983
FRENCHMAN	FRD	55,477	5,558.58	20,241	8	36	38,103	53	---	---	27,986
LAKE DAVIS	DAV	83,000	5,764.60	48,101	30	58	61,673	78	---	---	56,099
YUBA RIVER											
BULLARDS BAR	BUL	969,600	1,867.19	598,453	529	62	652,461	92	---	---	550,197
ENGLEBRIGHT	ENG	70,000	520.25	64,624	-23	92	66,413	97	---	588	64,486
AMERICAN RIVER											
FOLSOM	FOL	977,000	425.30	572,475	516	59	573,230	100	998	1,258	384,352
UNION VALLEY	UNV	230,000	4,833.60	174,102	997	76	152,517	114	---	---	158,277
LOON LAKE	LON	76,500	6,383.69	37,198	-512	49	30,011	124	---	---	44,021
ICH HOUSE	ICH	37,120	5,432.71	32,590	47	88	22,041	148	---	---	30,905
NIMBUS	NAT	9,000	121.91	7,303	172	81	8,055	91	806	893	7,733
CACHE CREEK											
INDIAN VALLEY	INV	300,000	1,406.14	69,038	---	23	193,909	36	10	44	21,504
STONY CREEK											
BLACK BUTTE	BLB	143,700	452.44	60,216	140	42	69,350	87	25	101	35,355
CALAVERAS RIVER											
NEW HOGAN	NHG	317,000	628.56	66,237	-18	21	157,539	42	33	28	99,936
MOKELUMNE RIVER											
CAMANACHE	CMN	417,120	184.46	124,210	-354	30	255,175	49	233	11	198,710
PARDEE	PAR	210,000	558.20	177,640	33	85	180,552	98	261	287	164,460
STANISLAUS RIVER											
DONNELL'S	DON	56,893	---	20,587	164	36	14,581	141	88	---	14,694
BEARDSLEY	BRD	77,600	---	29,537	118	38	43,386	68	56	---	24,010
TULLOCH	TUL	68,400	500.33	55,661	-141	81	56,786	98	676	609	56,575
NEW MELONES	NML	2,400,000	878.17	601,825	-367	25	1,482,945	41	553	385	1,070,368
TUOLUMNE RIVER											
DON PEDRO	DNP	2,030,000	711.13	877,256	347	43	1,456,236	60	185	535	1,074,740
HETCH HETCHY	HTH	360,000	---	245,892	---	68	155,169	158	444	---	186,856
CHERRY VALLEY	CHV	273,500	---	189,012	---	69	105,142	180	476	---	214,604
MERCED RIVER											
MC CLURE (EXCHEQUER)	EXC	1,032,000	606.11	87,743	26	9	544,737	16	192	224	225,159
CHOWCHILLA RIVER											
EASTMAN (BUCHANAN)	BUC	150,000	470.04	12,212	6	8	76,671	16	0	4	13,476
FRESNO RIVER											
HENSLEY (HIDDEN)	HID	90,000	453.54	6,701	21	7	37,019	18	0	11	6,995

SAN JOAQUIN RIVER												
MILLERTON (FRIANT)	MIL	520,500	494.80	200,686	421	39	349,905	57	181	399	168,845	
SAN LUIS CREEK												
SAN LUIS	SNL	2,041,000	487.19	1,363,172	3,657	67	1,776,515	77	---	---	770,004	
KINGS RIVER												
PINE FLAT	PNF	1,000,000	746.27	168,093	688	17	542,267	31	120	471	202,653	
KAWEAH RIVER												
KAWEAH (TERMINUS)	TRM	185,600	630.79	46,487	350	25	30,130	154	19	199	22,524	
TULE RIVER												
SUCCESS	SCC	82,300	589.86	7,688	22	9	27,370	28	16	28	8,235	
KERN RIVER												
ISABELLA	ISB	568,000	2,530.57	47,298	-74	8	190,262	25	220	191	61,122	
TRUCKEE RIVER												
STAMPEDE	STP	226,500	5,873.07	50,800	-200	22	138,899	37	---	---	109,400	
INDEPENDENCE LAKE	INP	17,295	6,946.00	15,222	88	88	14,070	108	---	---	15,209	
DONNER LAKE	DNN	9,700	5,930.62	5,200	65	54	4,077	128	---	---	5,443	
SANTA YNEZ RIVER												
CACHUMA LAKE	CCH	190,500	688.19	56,921	-14	30	168,699	34	29	5	77,544	
SOUTH COAST												
PYRAMID	PYM	180,000	2,576.92	168,511	-295	94	163,098	103	---	---	164,801	
CASTAIC	CAS	325,000	1,379.60	95,572	-234	29	285,051	34	---	---	285,029	
LAKE PERRIS	PRR	131,452	1,548.05	48,780	0	37	110,258	44	---	---	72,217	

Total Storage (AF)				12,578,066	Total Average Storage		18,662,518	Total % Group Average	67.40%
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AF - Acre Feet CFS - Cubic Feet per Second

Note: Reservoir Flows are daily averages.

Report name: