



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 19, 2016, 5:30 PM**

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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association; Fire Officer Series; and Porterville City Firefighters Association.
- 2 - Government Code Section 54956.95 – Liability Claim: Claimant: Al Saleh. Agency claimed against: City of Porterville.
- 3 - Government Code Section 54956.95 – Liability Claim: Claimant: Carolyn Jones. Agency claimed against: City of Porterville.
- 4 - Government Code Section 54956.95 – Liability Claim: Claimant: Ruffina Lemus. Agency claimed against: City of Porterville.
- 5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Nuckols and Nuckols Farming v. City of Porterville, Tulare County Superior Court Case No. 261084.
- 6 - Government Code Section – Conference with Legal Counsel – Existing Litigation: California Healthy Communities Network v. City of Porterville, California Court of Appeal, Fifth District, Case No. F067685.
- 7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two Cases.
- 8 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Manager.
- 9 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Attorney.

**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 – Augie Gonzalez
Retirement of K-9 Officer Dodge

AB 1234 REPORTS

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

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - January 7, 2016
 2. Library & Literacy Commission - January 12, 2016
 3. Arts Commission
 4. Animal Control Commission - January 4, 2016
 5. Youth Commission - January 11, 2016
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update
 2. Community Development Block Grant - Business Assistance Program Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City Council Minutes of May 19, 2015**
Re: Considering approval of the draft minutes for May 19, 2015.

2. **Authorization to Purchase Dog Park Fencing**
Re: Considering approval of the purchase of dog park fencing from Spence Fence in the amount of \$13,140.
3. **Request to Purchase Firefighter Turnouts**
Re: Considering approval of the purchase of thirty (30) sets of firefighter turnouts from L.N. Curtis & Sons for \$48,898.24. Twenty (20) sets to be reimbursed from the 2015 HSGP in the amount of \$32,599, and ten (10) sets to be funded with the Fire Department "Firefighting and Rescue Equipment" replacement fund in the amount of \$16,299.24.
4. **Request to Purchase Auto Theft Prevention Equipment**
Re: Considering approval of the purchase of 1,365 Auto Theft Task Force Steering Wheel locks for the amount of \$15,001.35; one (1) CovertCAM Advanced Kit with tracker for the amount of \$4880.26; and four (4) Hand Held Flir devices for the amount of \$11,537.00.
5. **Authorization to Purchase Wireless Portable Lifts**
Re: Considering approval of the purchase of mobile lifting columns from Stertil-Koni at a cost not to exceed \$59,642.60.
6. **Authorization to Purchase Specialized Equipment - Outfall Pump #2 Variable Frequency Drive (VFD)**
Re: Considering approval of the purchase of specialized equipment (Outfall Pump #2 VFD) from Medallion Supply, Inc. for \$6,761.65.
7. **Authorization to Purchase Specialized Equipment - Oxygen Trim Programmable Controller**
Re: Considering approval of the purchase of specialized equipment (oxygen trim controller) from Fireman Boiler at a cost of \$6,300.
8. **Authorization to Advertise for Bids - Lime Street Reconstruction Project**
Re: Considering approval of staff's Plans and Project Manual for the project consisting of the reconstruction of Lime Street from Henderson Avenue to Sandra Court; and authorization to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.
9. **Authorization for Repair of Rowland Well No. 7**
Re: Considering approval of the repair of Rowland Well 7, initiation of a Purchase Order and payment to Valley Pump & Dairy in an amount not to exceed \$14,482.
10. **Authorization to Participate in the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects**
Re: Considering approval of participation in the Zero-Emission Truck and Bus Pilot Commercial Deployment Project, and authorizing the execution of the necessary paperwork and local match commitment.
11. **Program Supplement to the Local Agency-State Master Agreement – Tule River Parkway Phase III Project**
Re: Considering approval of a resolution authorizing the Mayor to execute the document known as Program Supplement No. N055 to the Local Agency-State Master Agreement No. 06-5122R, for the Tule River Parkway Phase III Project.

- 12. Acceptance of Walmart Community Giving Grant**
Re: Considering the acceptance of the Walmart Community Giving Grant funds in the amount of \$2,400 to be deposited into the Police Department's Crime Prevention account for future purchases of educational items.
- 13. Status Report - Developer Impact Fees**
Re: Acceptance of a status report on Developer Impact Fees for the Fiscal Year ended June 30, 2015.
- 14. Community Clean-Up Events**
Re: Considering approval of Spring and Fall clean up events on Saturday, April 16th, and Saturday, October 15th.
- 15. Consideration of Approval of Out-of State Travel**
Re: Considering approval of out-of-state travel by the Administrative Services Director to attend the National Public Employer Labor Relations Association's Annual Conference in Memphis, TN, April 17- 20, 2016.
- 16. Authorization to Travel Out of State**
Re: Considering approval of staff travel to Las Vegas, Nevada, for the purpose of attending the International Council of Shopping Centers conference at an estimated cost of \$2,400.
- 17. Approval for Community Civic Event - Boys and Girls Club - Love Our Kids 5K Fun Run - February 13, 2016**
Re: Considering approval of an event to take place at the Porterville Sports Complex on Saturday, February 13, 2016, from 9:30 a.m. to 1:00 p.m.
- 18. Approval of City Concession Licenses**
Re: Considering approval of the concession licenses with American Youth Soccer Organization and Porterville Bobby Sox, and authorize the Mayor to execute the same.

ADMINISTRATIVE HEARINGS

- 19. Consideration of Revocation of Business License - Asian Relaxing Station, 870 W. Henderson Avenue, Porterville**
Re: Consideration of the revocation of the business license for Asian Relaxing Station, located at 870 W. Henderson Avenue.

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

PUBLIC HEARINGS

- 20. Minor Conditional Use Permit (PRC 2015-040-C) to Allow the Use of Vape Lounge in Conjunction with Retail Sales for E-Cig Room**
Re: Consideration of a resolution approving Minor Conditional Use Permit (PRC 2015-040-C) to allow the use of a vape lounge in conjunction with retail sales for E-Cig Room at 600 N. Prospect Street, Suite L, within the Prospect Plaza shopping center.

21. **Minor Conditional Use Permit (PRC 2015-031-C) for Commercial Crop Cultivation of Citrus Groves**
Re: Consideration of the proposed vector/rodent control plan and a resolution approving the minor Conditional Use Permit for commercial crop cultivation for citrus groves on lands zoned for residential in the vicinity of north Main Street between Reid Avenue and Pioneer Avenue.
22. **Award Solar Photovoltaic System Power Purchase Agreement - Waste Water Treatment Facility**
Re: Public Hearing regarding the award of a solar photovoltaic system, including a power purchase agreement, associated with improvements to the Porterville Wastewater Treatment Facility (WWTF).

SECOND READINGS

23. **Second Reading - Ordinance 1831 - Massage Businesses**
Re: Second Reading of Ordinance No. 1831, An Ordinance of the City Council of the City of Porterville Establishing Licensing Requirements for Massage Businesses and Practitioners, and Establishing Massage Therapy as a Land Use Allowed in Specific Zone Districts, which was given first reading on December 15, 2015, and has been printed.

SCHEDULED MATTERS

24. **Success Reservoir Enlargement Project**
Re: Consideration of a resolution affirming the approval of the Tulare County Agreement No. FC-84 based on the current cost estimate of the Success Reservoir Enlargement Project of \$40,000,000, and the annual appropriation of \$15,000 in Water Operating Funds for the cost associated with the coordinated effort to re-engage the USACE and the Department of Water Resources in the Success Reservoir Enlargement Project.
25. **Status and Review of Declaration of Local Drought Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency.

Adjourn to a meeting of the Porterville Housing Authority.

PORTERVILLE HOUSING AUTHORITY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
JANUARY 19, 2016

Roll Call: Authority Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

HOUSING AUTHORITY SCHEDULED MATTERS

SA-26. Consideration of the Modification of Restrictive Covenants on the Villa Siena Commercial Property

Re: Consideration of a request to amend Restrictive Covenants to allow any permitted uses associated with the underlying zoning district for a 2700± square foot commercial shell building at the south east corner of Putnam Avenue and E Street.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY

AGENDA

291 N. MAIN STREET, PORTERVILLE, CA 93257

JANUARY 19, 2016

Roll Call: Members/Chair

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-27. Review and Approval of Proposed Administrative Budget

Re: Consideration of a resolution approving the Administrative Budget for the period of July 1, 2016, through June 30, 2017, and directing staff to submit the Administrative Budget to the Oversight Board.

SA-28. Review and Approval of Draft Recognized Obligation Payment Schedule

Re: Considering adoption of a resolution approving the Recognized Obligation Payment Schedule 16-17 for the period of July 1, 2016, through June 30, 2017, and directing staff to submit the ROPS 16-17 to the Oversight Board.

SA-29. Appointment of a New Member to the Oversight Board

Re: Informational item regarding the appointment of Mr. Fernando Rios to the Successor Agency Oversight Board.

Adjourn to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of February 2, 2016.

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.



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: On April 1, 2015, the Governor issued an Executive Order that the State Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets. The Governor's Executive Order also directed the Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25% statewide. The State Water Board released revised proposed regulations that would require the City of Porterville to meet a 32% water usage reduction compared to 2013 production levels. The required implementation date was June 1, 2015.

In order for Porterville to meet the 32% reduction in water usage during the winter months, the City has transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2015. The Water Conservation Plan applies to all municipal water users whether or not within city limits. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address. If an address ends with an "odd" number, the watering day is Saturday only. If an address ends with an "even" number, the watering day is Sunday only. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m. with no watering allowed Monday through Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall, which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of December 2015, show that a total of 22 Notice of Violations were issued for water wasting; 3 resulted in an Administrative Citation.

Water production for December 2015, shows a 17% reduction from the 5-year average. As part of the emergency regulation, the City is required to provide monthly production data. The production for the month of December 2015, was 160 million gallons, which when compared to the production for the month of December 2013, of 194 million gallons, equates to a 18% reduction.

Unfortunately, the 18% reduction did not meet Porterville's 32% mandated conservation goal for the month of December 2015. During winter months, outdoor conservation is reduced and consumption is focused around indoor domestic needs, defining the system's demand. The compliance period for statewide conservation began June 1, 2015, and ends February 29, 2016, with Porterville's cumulative total conservation through December 2015, at 31.5%. Residential consumption for December 2015, was 62.50 gallons per capita per day (GPCD). Staff is anticipating monthly conservation totals will decline as we continue through the winter months; system demand is historically reduced due to less outdoor irrigation. Projected conservation totals for the month of January 2016, are estimated to be short of the mandated 32%, and this trend is expected to continue through the winter months.

RECOMMENDATION: Informational Item

ATTACHMENTS: 1. Monthly Production Status December 2015
 2. Drought Response Phase IV Flyer

Appropriated/Funded:

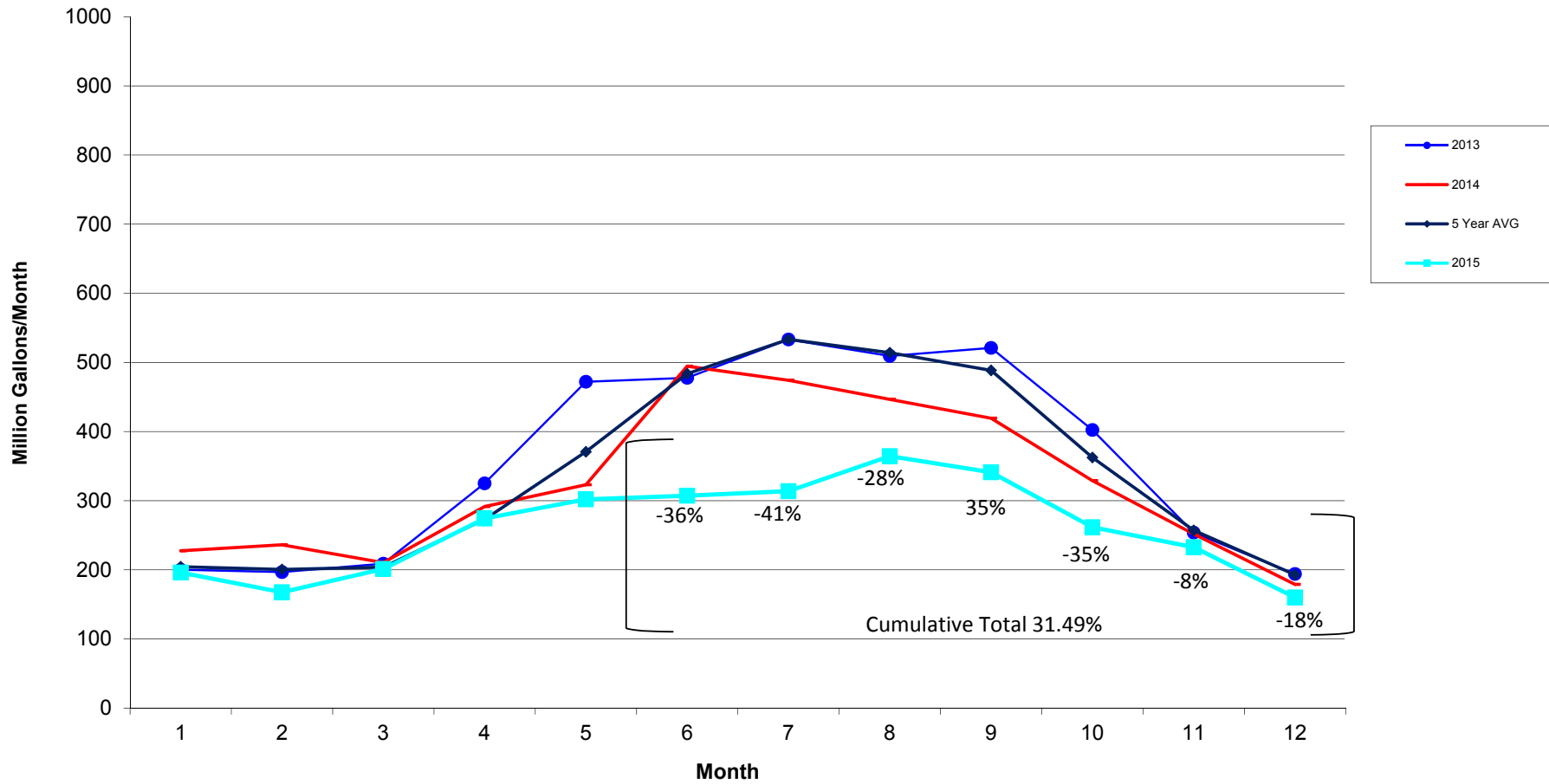
Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

Monthly Production Status
2014 Comparison to 2013 & 5 Year Average
2015 Production





DROUGHT RESPONSE Phase IV

Mandatory Odd/Even Watering Schedule, based on address. Residents will be allowed ONE day a week to water lawns and landscapes. No watering allowed Monday through Fridays.

Watering is prohibited between the hours of 5:00 AM to 10:00 AM and 5:00 PM to 10:00 PM.

No watering outdoor landscapes during and within 48 hours after measurable rainfall (>0.01 inches).

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 IV water conservation regulations could result in citations with fines up to \$500.

DROUGHT RESPONSE

PHASE IV

The City of Porterville has adopted Phase IV of its Drought Response Plan. As part of the Phase IV plan, the City has restricted watering days to one day per week, based on address.

Mandatory Odd/Even Watering Schedule

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

Odd Address

Even Address

Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

If your address ends with an “odd” number, 1, 3, 5, 7, or 9, your watering day is Saturday *only*.

OR

EVEN NUMBER ADDRESSES

If your address ends with an “even” number, 0, 2, 4, 6, or 8, your watering day is Sunday *only*.

Violation Level	Citation Amount
First Violation	Warning Only
Second Violation	\$100 Fine
Third Violation	\$200 Fine
Fourth Violation	\$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**

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: 2. Community Development Block Grant - Business Assistance Program Update

SOURCE: Community Development

COMMENT: This report provides the City Council with an annual update regarding the Business Assistance Program ("Program"). A portion of the City's Community Development Block Grant ("CDBG") funds received by the City from the U.S. Department of Housing and Urban Development ("HUD") are allocated for economic development purposes through the Program.

The Program provides funding for projects which meet one of the three national CDBG objectives: 1) expanding economic opportunities, principally for low- and moderate-income persons; 2) aiding in the prevention or elimination of slums or blight; and 3) meeting community development needs that have a particular urgency. The Program focuses on providing funding assistance to businesses, which will, in turn, create jobs while increasing the overall economic base of the community. It is important to note that 51% of the jobs created or retained by each CDBG-assisted business expansion or retention project are filled by, or made available to, persons of low- and moderate-income. Consistent with HUD's guidelines, the Program mandates the creation or retention of one job for each \$35,000 in assistance. The loans reported below represent the creation, or retention of, 60 full-time equivalent jobs. To date, more than 129 jobs have been created/retained as part of the Business Assistance contracts, and on-going monitoring shows that, by extension, more than 500 jobs were created or retained through these projects.

The Program is divided into two categories. The first category targets assistance with large loans in excess of \$50,000, and is typically used by larger businesses. The second category provides funding assistance of \$50,000 or less and typically provides assistance to smaller businesses.

The first category of assistance is for large projects which require funding in excess of \$50,000. In this scenario, funds are typically used for construction of improvements, equipment purchases, and acquisition of land and/or buildings. In 2015, one large business loan was paid in full. The large business assistance program has one active loan in the portfolio. The second category is the Small Business Revolving Loan Program. The main objective of this program is to provide "gap" funding for small businesses that are either starting or expanding in Porterville. In 2015, one loan was paid in full and one new loan was created. Currently, the Small Business Revolving Loan Program has three active loans in its portfolio.

The balance available for lending in the Business Assistance Program for large projects is \$302,351.62 and the balance available in the Small Business Revolving Loan Program is \$123,257.58.

The information stated above reflects the status of the Business Assistance Program through November 2015.

RECOMMENDATION: For information only.

ATTACHMENTS: 1. CDBG Business Assistance Program 2016 Update

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Large Business Assistance Program loans

Loan #/ Business Type	Use of Funds	Original Date of Loan	Loan Amount	Loan Balance	Status
BAP 03001 Printing Facility	Parking Lot Improvements Security Equipment	5/6/2003	\$355,000	\$0	Paid in Full
BAP 01001 Automobile Body Repair	Acquisition	5/27/2010	\$100,000	\$36,314	Current
BAP 01003 New Automobile Sales	Inventory Working Capital	10/19/2010	\$250,000	\$0	Paid in Full

Small Business Assistance Program loans

Loan #/ Business Type	Use of Funds	Original Date of Loan	Loan Amount	Loan Balance	Status
RLF 00109 Medical Practice	Equipment	3/11/2009	\$45,000	\$0	Paid in Full
RLF 01002 Manufacturing/Retail	Expansion of Facility	5/12/2010	\$15,000	\$0	Paid in Full
RLF 01003 Automobile Sales	Equipment Signage	4/8/2010	\$38,000	\$0	Paid in Full
FLF 01009 Professional Services	Equipment Working Capital	8/23/2012	\$50,000	\$47,406	Default
RLF 01007 Retail	Working Capital	12/14/2010	\$50,000	\$0	Paid in Full
RLF 01006 Professional Services	Working Capital	5/11/2011	\$50,000	\$5,364	Current
RLF 01010 Retail	Working Capital	10/19/2010	\$30,000	\$0	Paid in Full
RLF 01012 Restaurant	Equipment Working Capital	5/10/2011	\$41,859	\$41,859	Default Filed Bankruptcy
RLF 01213 Medical Practice	Equipment Supplies Working Capital	9/11/2012	\$50,000	\$36,287	Current
RLF 012015 Manufacturing/Retail	Supplies Working Capital	11/17/2015	\$50,000	\$50,000	Current



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: City Council Minutes of May 19, 2015

SOURCE: Administrative Services

COMMENT: The City Clerk's Office has prepared draft minutes for May 19, 2015, for the Council's review and consideration.

RECOMMENDATION: That the City Council approve the draft minutes of May 19, 2015.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 19, 2015, 5:30 PM**

Called to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1- Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville 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.

2- Government Code Section 54956.95 – Liability Claim: Claimant: Delilah Micaela Gonzalez Pacheco, a Minor, by and through her Guardian Ad Litem Maria De Jesus Pacheco. Agency claimed against: City of Porterville.

3- Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case concerning a Demand for Withdrawal of Notice of Immediate Termination dated April 23, 2015 regarding the City's Reclamation Area Lease Agreement.

4- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: 28 Cases.

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

City Attorney Lew reported action pertaining to A-2, as follows:

A-2. On a MOTION made by Council Member Ward, and SECONDED by Council Member Reyes the City Council unanimously rejected the claim filed by Delilah Micaela Gonzalez Pacheco, a Minor, by and through her Guardian Ad Litem Maria De Jesus Pacheco.

Documentation: M.O. 01-051915

Disposition: Claim rejected.

Pledge of Allegiance Led by Council Member Reyes

Invocation – a moment of silence was observed.

PROCLAMATIONS

Freedom Days - June 14 to July 4, 2015

PRESENTATIONS

Certificates of Recognition - 2014/2015 Youth Commission
Youth Commission
Presentation

AB 1234 REPORTS

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

1. Local Agency Formation Committee (LAFCO) - May 6, 2015 – Vice Mayor Hamilton reported on legislative discussions.
2. Tulare County Association of Governments (TCAG) - May 18, 2015 – Council Member Gurrola reported on the review of impact fees, and provided an update regarding scheduled improvements to a section of Highway 65.
3. Tulare County Economic Development Corp. (TCEDC) Economic Summit – May 15, 2015 – Council Member Reyes reported on various speakers.

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - May 7, 2015
 2. Library & Literacy Commission - May 12, 2015 – Commissioner Biagio reported on the Commission's consideration of the preliminary budget and efforts made to learn about non-profit organizations; presented April highlights; and extended an invitation to the Library's Summer Program Kick-off event on June 1st at Centennial Plaza.
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - May 11, 2015
 6. Transactions and Use Tax Oversight Committee (TUTOC) - May 6, 2015
- II. Staff Informational Reports
 1. Water Conservation Phase II, Water System Status

ORAL COMMUNICATIONS

- John Coffee, Porterville, spoke of the activities of the Stonewall Democrats Club, and presented the Council with copies of "The Gay Agenda."
- Warren Connor, Porterville, expressed concern regarding the handling of billing in the event of a broken water meter, and spoke of his own efforts to conserve water.
- Janell Martin, a Village Gardens resident, expressed concern regarding water trucks taking water from a neighborhood well, and requested data pertaining to said well.

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

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

1. TRANSIT AUTHORIZATION TO ADVERTISE FOR PROPOSALS - A&E DESIGN SERVICES FOR OPERATIONS AND MAINTENANCE FACILITY

Recommendation: That the City Council:

1. Authorize the Acting Public Works Director to advertise a request for Statements of Qualifications (RPF) for A&E design services for the Transit Operation and Maintenance facility; and
2. Authorize the Acting Public Works Director to work with the City Attorney, Federal Transit Administration, and the California Department of Transportation to determine the use of Construction Manager/General and value engineering method as it relates to the City Charter.

Documentation: M.O. 02-051915

Disposition: Approved.

2. INTENT TO SET A PUBLIC HEARING FOR CONCRETE IMPROVEMENTS CONSTRUCTION BY CITY - NORTH GRAND AVENUE RECONSTRUCTION PROJECT (NEWCOMB STREET TO PROSPECT STREET)

Recommendation: That the City Council:

1. Set a Public Hearing for June 16. To discuss the proposed construction of the concrete improvements along the north side of West North Grand Avenue; and
2. Authorize staff to publish the public notice and notify all effected properties of the Public Hearing.

Documentation: M.O. 03-051915

Disposition: Approved.

3. APPROVAL OF AMENDMENT NO. 6 TO JOINT POWERS AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY

Recommendation: That the City Council approve and authorize the Mayor to sign Amendment No. 6 to the Agreement with the Tulare County Health and Human Services Agency.

Documentation: M.O. 04-051915

Disposition: Approved.

4. AMENDMENT TO EMPLOYEE PAY AND BENEFIT PLAN -- PORTERVILLE CITY FIREFIGHTERS ASSOCIATION

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

Documentation: Resolution No. 52-2015

Disposition: Approved.

5. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - REQUEST FOR THE CITY COUNCIL TO CONSIDER ESTABLISHING A MORATORIUM ON NEW RESIDENTIAL DEVELOPMENT EXCEEDING TEN (10) UNITS, AS WELL AS COMMERCIAL PROJECTS THAT REQUIRE SIGNIFICANT WATER USAGE

Recommendation: That the City Council consider authorizing a Schedule Matter on the next Council Agenda in regards to establishing a moratorium on new residential development exceeding ten (10) units, as well as new commercial developments that require significant water usage.

Documentation: M.O. 05-051915

Disposition: Approved.

6. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - REQUEST FOR THE CITY COUNCIL TO CONSIDER HIRING ADDITIONAL CODE ENFORCEMENT OFFICERS TO ENFORCE WATER RESTRICTIONS

Recommendation: That the City Council consider authorizing a Scheduled Matter on the next Council Agenda in regards to hiring additional code Enforcement Officers to enforce water restrictions.

Documentation: M.O. 06-051915

Disposition: Approved.

7. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM - REQUEST FOR THE CITY COUNCIL TO CONSIDER HOW CITY EMPLOYEES COULD DONATE AND SUPPORT NON-PROFIT ORGANIZATIONS

Recommendation: That the City Council consider authorizing a Scheduled Matter in the next Council Agenda in regards to how City employees could donate and support non-specific organizations.

Documentation: M.O. 07-051915

Disposition: Approved.

PUBLIC HEARINGS

8. PUBLIC HEARING TO CONSIDER A WATER RATE INCREASE

Recommendation: That the City Council:

1. Conduct the public hearing
2. Receive additional written protests;
3. Direct the City Clerk to tally the protests and report the total; and
4. Consider approval of the proposed water rate increase resolution if the tally does not exceed a majority protest (7,503 protests are considered a majority).

City Manager Lollis introduced the item, and the staff report was presented by Interim Public Works Director Mike Reed.

The Public Hearing was opened 7:08 p.m.

- Diane Wagner stated that water rates were ridiculously low and paying for water at true value would encourage conservation, and suggested that the Council consider even higher rates.
- John Coffee stated that he agreed with Ms. Wagner and suggested that the City amp up enforcement and the issuance of fines.
- Martha Flores spoke in favor of the proposed rate increase and of the need for water conservation.
- Gerry Quinn suggested that those conserving water were in the minority, and stated that the watering schedule was not feasible for those that did not have automatic sprinklers.
- Janell Martin expressed concerns regarding the existence of a new car wash and use of water for parking lot painting.

The Public Hearing was closed at 7:18 p.m.

At the Council's request, Mr. Reed elaborated on the life of existing water infrastructure and addressed comments regarding watering times. The Council inquired if the proposed increase was sufficient to build a reserve for the needed projects, and Mr. Reed stated that it would be tight. The Council discussed the need for future increases and an annual review by the Council.

The Clerk reported that fourteen (14) ballots were received in opposition to the proposed increase; and one (1) ballot was received in support of the proposed increase.

COUNCIL ACTION: MOVED by Council Member Gurrola, SECONDED by Council Member Reyes that the City Council adopt the resolution approving the proposed water rate increase; and direct that the water rates be reviewed by the Council annually. The motion carried unanimously.

Documentation: Resolution No. 53-2015

Disposition: Approved.

SCHEDULED MATTERS

9. CONSIDERATION OF PRELIMINARY 2015-16 BUDGET

Recommendation: That the City Council accept staff's presentation, and provide direction accordingly.

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

Discussion followed regarding: departmental savings being achieved; expenditures for the Municipal Golf Course and the Zalud House; improvements required to make the shooting range available to the public; street improvement projects; and the need to find funding for lighted crosswalks.

Disposition: No action.

10. CONSIDERATION OF PROHIBITING THE INSTALLATION OF NATURAL GRASS IN COMMERCIAL AND INDUSTRIAL ZONED AREAS, AND TO REQUIRE A PERMIT FOR THE INSTALLATION OF NATURAL GRASS EXCEEDING 300 SQUARE FEET IN RESIDENTIAL ZONED AREAS

Recommendation: That the City Council provide direction, as appropriate.

City Manager Lollis introduced the item and noted Community Development Director Jenni Byers's absence. He briefly spoke of anticipated changes to the State Model Water Efficient Landscape Ordinance and the subsequent need to modify the City's current ordinance.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED BY Council Member Gurrola that the City Council postpone the item in light of Community Development Director Byers absence. The motion carried unanimously.

Disposition: Item postponed.

11. GOVERNOR'S EXECUTIVE ORDER FOR STATEWIDE MANDATORY WATER REDUCTIONS, AND STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency, determine that a needed exists to continue said Declaration, and provide direction as appropriate.

City Manager Lollis introduced the item and presented the staff report. Following the staff report, Interim Public Works Director Reed advised of a recent conversation with the Department of Water Resources regarding delays with the well project due to strategy and funding; and addressed questions from the Council regarding phasing of well projects.

City Manager Lollis responded to questions regarding the tankers drawing water from Jones' Corner, and addressed comments made during Oral Communications.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Council Member Gurrola that the City Council affirm the Declaration of Emergency. The motion carried unanimously.

Documentation: M.O. 09-051915

Disposition: Approved.

CLOSED SESSION

None

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Gurrola provided information regarding impact fees of various cities.
- Council Member Reyes stated that he was pleased to see the Youth Commission's presentation, and spoke of his involvement in the Youth Academy.
- Vice Mayor Hamilton spoke of his attendance at the Porterville High School Band Concert, and noted that the Mayor had attended the Monache High School Band Concert.
- Mayor Stowe reminded everyone of the upcoming Memorial Day Holiday and the National Spelling Bee. He advised that the cemetery was in need of volunteers for the Memorial Day festivities.
- City Manager Lollis thanked staff who were involved in the recent Youth Summit; spoke of his experience volunteering at the City's Fair booth, upcoming Council of Cities meeting and Police Department Promotions; and noted that staff had safely returned from ICSC in Nevada.

ADJOURNMENT

The Council adjourned at 8:51 p.m. to the meeting of June 2, 2015.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Purchase Dog Park Fencing

SOURCE: Parks and Leisure Services

COMMENT: A balance of \$54,000 remains in the Housing-Related Parks Program from the 2012 funding cycle. Projects completed included playground shade structures at Zalud Park, Murry Park, and Veterans' Park. On October 20, 2015, the City Council authorized up to \$54,600 for the construction of a dog park in the Sports Complex on the west end. The dog park will include fencing, gates, trees, drinking fountains, benches, trash cans, waste stations and other amenities. Large and small dogs will be separated by fencing.

Staff solicited four fence companies to receive quotes for fencing at the dog park. Two companies were responsive:

Spence Fence \$13,140
Anderson Fence \$16,376

Spence Fence completed the last fence project at the Sports Complex that included home run fencing for the two softball diamonds. The \$13,140 is proposed to come from Housing-Related Parks Program funds.

RECOMMENDATION: That the City Council authorize the purchase of dog park fencing from Spence Fence in the amount of \$13,140.

ATTACHMENTS: 1. Dog Park Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Request to Purchase Firefighter Turnouts

SOURCE: Fire

COMMENT: The Fire Department requests authorization to purchase thirty (30) sets of firefighter turnouts from L.N. Curtis & Sons for \$48,898.24, including sales tax. This purchase is funded in large part by the department's recent Homeland Security Grant Program (HSGP) award of \$32,599, with the remaining balance of \$16,299.24 to be funded from the department's Firefighting and Rescue Equipment replacement fund.

In June of 2015, Fire Department staff submitted a 2015 HSGP application to replace firefighter turnouts that were near the end of their maximum 10-year service life. Staff's application included \$47,268 to replace twenty-nine (29) sets of turnouts with expiration dates between September 2015 and June 2016. The HSGP Approval Authority received and considered proposals with a combined project value greater than 1.4 million dollars and exceeding available grant funds by \$856,000. The Approval Authority accepted 13 proposals, each heavily modified to achieve balance with available grant funds. On December 15, 2015, Porterville Fire Department received official notification of a \$32,599 award to replace twenty (20) sets of firefighter turnouts, necessitating the expenditure of additional department funds for the remaining ten (10) sets.

L.N. Curtis & Sons is the sole supplier of the "GXCEL" protective turnout garments. The turnout pants and coat together constitute a complete set and cannot be mismatched with other brands of products without voiding the manufacturer warranty for heat, direct flame, and vapor protection. To maintain interchangeability with the department's remaining inventory of protective clothing, it is desirable and cost-effective to select matching products.

RECOMMENDATION: That City Council approve the purchase of thirty (30) sets of firefighter turnouts from L.N. Curtis & Sons for \$48,898.24. Twenty (20) sets are to be reimbursed from the 2015 HSGP in the amount of \$32,599, and ten (10) sets to be funded with the Fire Department "Firefighting and Rescue Equipment" replacement fund in the amount of \$16,299.24.

ATTACHMENTS:

1. Award Notice, 2015 HSGP
2. L.N. Curtis & Sons Quotation

Appropriated/Funded:

Review By:

Department Director:

Glenn Irish, Fire Chief

Final Approver: John Lollis, City Manager



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-8000 Telephone (559) 624-7499 Facsimile

December 15, 2015

Mr. Rick Land
Fire Captain
City of Porterville, Fire Department
40 West Cleveland Avenue
Porterville, California 93257
rland@ci.porterville.ca.us

Dear Captain Land,

Please accept this letter as the official award notice for Porterville Fire Department from the FY15 Homeland Security Grant Program (HSGP, Award #2015-00078), which allows for the expenditure of funds. A summary of your award status follows:

- **Project C** – Personal Protective Equipment: \$32,599 for the purchase of twenty (20) sets of Globe 7 oz. GXCEL Turnout Coats and Pants.

See the attached Grant Award Workbook page for the approved equipment and corresponding AEL number (s). You are only allowed to purchase equipment listed on this workbook.

All invoices must be dated between September 1, 2015 and April 30, 2018 for your purchases to be eligible for reimbursement by Tulare County OES. Tulare County OES requests that all required documentation be submitted by April 30, 2018 to ensure sufficient time to process your paperwork.

The CFDA number for this Grant is 97-067. Requests for reimbursement should be submitted to:

Office of Emergency Services
Tulare County HHSA
5957 South Mooney Boulevard
Visalia, California 93277

If you have any questions, please contact me at (559) 624-7498, or by e-mail at alockman@tularehhsa.org.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Andrew Lockman".

Andrew Lockman
Emergency Services Manager

(phone) 510-839-5111
 (toll free) 800-443-3556
 (fax) 510-839-5325
 oaksales@lncurtis.com

Pacific North Division
 1800 Peralta Street
 Oakland, California 94607
 www.LNCURTIS.com

QUOTATION

DATE	TERMS	F.O.B.	BASE CODE	QUOTATION NO.
01/06/16	NET 30 DAYS	SP NW		1382151-00

TO: CITY OF PORTERVILLE, FIRE DEPT
 MIKE MCGILL
 40 W. CLEVELAND AVE
 PORTERVILLE, CA 93257

This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control for the company.
 L.N. Curtis and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America.
 All prices quoted subject to applicable Federal, State, County or City Taxes and Licenses.

L.N. CURTIS AND SONS

By NATHAN BELCHER

QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
30	EA	D2757G GLO CUSTOM	7oz GXCEL TURNOUT COAT	848.25	25447.50
30	EA	E2757G GLO CUSTOM	7oz GXCEL TURNOUT PANT	654.00	19620.00
				Sub Total	45067.50
				Sales Tax	3830.74
				Total	48898.24

Last Page



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Request to Purchase Auto Theft Prevention Equipment

SOURCE: Police

COMMENT: Existing state law allows for local agencies to impose separate vehicle registration fee surcharges in their respective jurisdictions for a variety of special programs, including one dollar for a program to deter, investigate, and prosecute vehicle theft. By resolution, a County Board of Supervisors may impose this one dollar surcharge on every new or renewal vehicle registration in the county. The Department of Motor Vehicles collects the surcharge and remits those fees, after deducting its own administrative costs, to the State Controller. Funds received are continuously appropriated and are disbursed by the Controller to each participating county based on the number of registered vehicles within the county.

In 1995, the Tulare County Board of Supervisors, through the Tulare County District Attorney, entered into an agreement with the police departments of Tulare County for distribution of these funds. The District Attorney receives 60% of these fees and the remaining 40% is placed into an account specified for the police departments of the eight incorporated cities within the county. These funds are then allocated to the eight cities according to the percentage of the total population within each of those eight cities. These funds are held in an account controlled by the Auditor/Controller of Tulare County until such time that a request for disbursement is made by a city police department. The request for disbursement must be associated with the prevention/reduction in auto theft in a city's jurisdiction. A Board of Control, comprised of three chiefs of the eight cities, reviews requests by each city that is presented to them on the intended use of these funds to ensure they comply with the intention of said funds and, upon the board's approval of the request, the District Attorney directs the office of the Tulare County Auditor/Controller to forward the funds to the requesting agency.

Recently, Porterville Police Department staff met with the supervisor of the Tulare Reduce Auto Theft Task Force to determine needs for both the task force and the city of Porterville. At this meeting, four items were identified that we believe will have an impact in the reduction of auto theft in the city of Porterville. These items were (1) Auto Theft Task Force Steering Wheel Locks, (2) a vehicle mounted CovertCam system with tracker, (3) Flir Devices, and (4) a pole-mounted camera system.

A request identifying these items (attached) was drafted and submitted to the

Item No. 4.

Board of Control which was reviewed and approved by all three members. Based on that approval, the Porterville Police Department is requesting authorization to purchase the identified items.

Two of the four listed items qualify as “sole source” purchases, and per Porterville City Council Resolution 122-87, all of these purchases may be made by negotiation in lieu of Formal Contract Procedures. Police Department staff have contacted the vendors for three items to obtain quotes. The two sole-source quotes received are:

Winner International - 1,365 units Auto Theft Task Force Steering Wheel Locks – \$15,001.35

Special Services Group, LLC - one (1) CovertCAM Advanced Kit with tracker - \$4,880.26 (for installation on a vehicle)

Our third identified item is available from multiple vendors. Multiple vendors were contacted, however, only two supplied a responsive quote:

TNVC INC. - Three (3) Hand-Held Flir Devices - \$10,377.00

Surveillance One - Four (4) Hand-Held Flir Devices - \$11,537.00

Staff originally requested quotes for three (3) Hand-Held Flir devices as we had been authorized an expenditure in the amount of \$12,000 by the Board of Control and our research had indicated an industry price of approximately \$3,500 each. However, one quote received from Surveillance One revealed a significantly lower price per unit and this allowed us to request a replacement quote for four (4) Hand-Held Flir devices. The quote was received and is within the \$12,000 amount approved by the Board of Control.

With regard to the last item, staff identified a pole-mounted camera system, with two separate cameras, that contains features not available in other systems. Police Department staff are currently in the design process to package together two pole-mounted camera systems that best meet the needs of our community. Although the pole-mounted camera system staff identified appears to be “sole source” to one vendor, based on a proprietary video analytics program specific to that vendor, staff is continuing to attempt to identify additional vendors who may be able to provide a similar system. Because this process is ongoing, a final vendor has not been selected, and item #4 will be brought to Council for approval at a later date.

Funds for these items are available through Auto Theft Funds allocated to the Porterville Police Department and held by the Tulare County Auditor/Controller.

RECOMMENDATION: That the City Council:

- 1) Authorize the Police Department to purchase 1,365 units Auto Theft Task Force steering wheel locks for the amount of \$15,001.35;
- 2) Authorize the Police Department to purchase one (1) CovertCAM Advanced Kit with tracker for the amount of \$4,880.26; and
- 3) Authorize the Police Department to purchase four (4) Hand Held Flir devices for the amount of \$11,537.00

ATTACHMENTS: 1. Auto Theft Prevention Equipment

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

PORTERVILLE POLICE DEPARTMENT MEMORANDUM

To: Bob Masterson, Chief of Police, College of the Sequoias
President, Tulare County Chief's Association

FROM: Eric Kroutil, Chief of Police, Porterville Police Department

SUBJECT: AB286 Auto Theft Funds

Currently, the Porterville Police Department AB286 Fund has in excess of \$53,000 available to be used in combatting auto theft. Recently, our department committed a detective to the Tulare County Reduce Auto Theft Task Force (TRATT) and I met with their unit supervisor, CHP Sergeant Chris Boudreaux, to identify resources that could be utilized to facilitate the task force's mission to reduce auto theft. As a result of that meeting, several items were identified that we feel will have a positive impact on the reduction of auto theft not only in the City of Porterville, but in Tulare County as well.

The first expenditure we would like to make is for the purchase of steering wheel locks. In 2013, the Stanislaus County Auto Theft Task Force participated in a giveaway campaign involving steering wheel locks. Sergeant Boudreaux knows that this program not only had a positive effect on the reduction of auto thefts, it also created a very positive image of the task force. If this expenditure is approved, Sergeant Boudreaux has agreed to have TRATT take the lead in this campaign. Our request for this item is \$15,000.

A second expenditure we would like to make is for a covert camera system that can be deployed in bait cars by TRATT. This system would allow for multiple officers to view and listen to the interior of the bait vehicles from their smartphones. Again, other auto theft task forces in neighboring counties are currently in the process of purchasing this system to enhance their abilities to combat auto theft. Our request for this item is \$5,000.

A third expenditure we would like to make is for two pole mounted covert camera systems. Our department currently has an outdated pole mounted camera system that we deploy in parking lots that are subject to higher rates of auto theft. These pole mounted systems need to be updated to systems with newer technology. Our request for these items is \$20,000.

Lastly, our department is desiring to purchase (3) hand-held FLIR devices. The City of Porterville has numerous areas of undeveloped property which includes fields of high grass and various types of groves. In addition, there are several square miles of heavily overgrown land surrounding the Tule River which runs through our city. We are finding numerous stolen vehicles in these areas and in addition, we have numerous instances wherein a stolen vehicle is pursued into these areas and the vehicle occupants flee on foot, ultimately escaping detection by hiding in heavy vegetation. Although our K-9 teams assist, we believe that these devices will enhance our ability to apprehend the suspects. Our request for these items is \$12,000.

I am asking that this request be submitted to the governing control board for review and approval of expenditures.

E. Kroutil

Eric Kroutil, Chief of Police
Porterville Police Department



32 West State Street; Sharon, PA 16146

Quote Date

12/16/15

Purchase Order Number

Price Quotation

Bill To

Porterville Police Department
Captain John Hall
Investigations/Services Division
350 N. D Street
Porterville, CA 93257
(559) 782-7405

jhall@ci.porterville.ca.us

Ship To

SAME

Terms

Net 30 on Government Purchase Order

Freight

☐ Credit Card

☐ FOB SHARON, PA (Customer Pays Freight)

Credit Card

Name on Card

Card #

Expiration Date

Card Security #

Units	Model	Description	Unit Cost	Sub-Total
1365	504	Auto Theft Task Force Steering Wheel Lock (Yellow)	\$10.99	\$15,001.35
		Sales Tax Not Applicable to Orders Shipped Outside of Pennsylvania		
		SHIPPING/FREIGHT (included for orders of \$2000 or more)		N/A
Total				\$15,001.35

Prices Valid for 30 Days after Quote Date

APPROVED

Barry Schoch
SALESPERSON
Ph 800-527-3345 x2087
Fax 724-981-1034

CUSTOMER#

X
NEW

Customer Signature



Special Services Group, LLC
PO Box 825
Denair, CA 95316

Quotation

Date	Quotation #
12/15/2015	5593

Bill To
City of Porterville Attn: Purchasing Division 291 N. Main St. Porterville, CA 93257

Ship To
Porterville Police Department for - CHP TRATT Sgt. Chris Boudreaux 350 N. "D" Street Porterville, CA 93257

P.O. No.	Terms
	Net 30

Item	Description	Qty	Each	Total
CovertCAM Adv	CovertCAM Advanced Kit - includes: DVR; 4 pc camera kit; microphone and 4G wireless modem	1	3,495.00	3,495.00
CDMA Pro	CDMA Pro GPS vehicle tracker	1	399.95	399.95
Covert Track Service 5	Annual Covert Track© Service with 5 Second Updates	1	600.00	600.00
Handling Fee	Shipping / Handling Fee	1	50.00	50.00
California Certified Small Business #1286880		Subtotal \$4,544.95		
Important Export Restrictions: These products and/or technologies may be EXPORT-CONTROLLED and subject to the International Traffic In Arms Regulations (ITAR), or the Export Administration Regulations (EAR). Export of these products or information is prohibited without a valid export license issued by the US Department of State, Office of Defense Trade Controls as prescribed in the International Traffic in Arms Regulations, Title 22, Code of Federal Regulations, Parts 120-130.		Sales Tax (8.5%) \$335.31		
		Total \$4,880.26		
		Quote valid for 30 days.		

www.specialservicesgroup.us
Email: sales@specialservicesgroup.us
Phone: 209.682.5026
Fax: 209.634.4426



1196 DIAMOND CIR, Q
LAFAYETTE, CO 80026
www.survone.com
ph 888.825.7425

Pending Approval

Date: 12/24/2015
Project #: 151224PPD

Attn:

Porterville PD
Capt. John Hall
350 N. D Street
Porterville, CA 93257

LS-X

Supplier Number: 5043606

Qty	Description	Amount	Total
4	FLIR LS X 19mm 60Hz Thermal Camera	2,870.00	11,480.00
1	Shipping & Handling	57.00	57.00
		Sales Tax: (0.5%)	\$0.00
		Total	\$11,537.00

This message is confidential and intended solely for the use of the individual or entity to whom it is addressed. These numbers are valid for 30 days.

TNVC INC.

1050 Nevada St.
Suite 405
Redlands, Ca. 92374

Quotation

Date	Estimate #
12/23/2015	7398-G

Name / Address
Porterville Police Department John Hall 350 N. D Street Porterville, CA 93257

Ship To
Porterville Police Department John Hall 350 N. D Street Porterville, CA 93257

			P.O. No.	Terms	Due Date	Project
				Net 30	1/22/2016	
Item	Description		Qty	Unit Price		Total
FLIR-LSX-A	FLIR LS-X Compact Thermal Monocular - 336x256 (19mm) NTSC, 30 Hz		3.00	3,429.00		10,287.00
FedEx	FedEx Ground			90.00		90.00



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Purchase Wireless Portable Lifts

SOURCE: Public Works

COMMENT: The large in-ground hydraulic lift in the City's Maintenance shop is obsolete and in need of replacement. After careful consideration of current and future needs for servicing large transit vehicles in a safe and efficient manner, it was determined that the in-ground lift should be replaced with a wireless portable lift. The portable lift is able to service all Transit vehicles including all City vehicles.

Staff received the following three (3) quotes from available vendors:

Stertil-Koni	\$59,642.60
Midwest Equipment	\$64,906.65
Municipal Maintenance Equipment	\$68,466.63

The total cost for the portable wireless lifts and accessories from Stertil-Koni, utilizing the National Joint Powers Alliance contract pricing, is \$59,642.60. If approved, \$29,821.30 would be paid from FY 2015-2016 Federal Transit Administration (FTA) Operating funds and \$29,821.30 from Local Transportation Funds (LTF).

It is staff's recommendation that the City Council authorize the purchase of one set of Stertil-Koni ST1085-FRA wireless mobile columns and accessories.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of mobile lifting columns from Stertil-Koni at a cost not to exceed \$59,642.60; and
2. Authorize payment upon delivery and acceptance.

ATTACHMENTS: 1. Portable Lifts Quotes

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



200 Log Canoe Circle • Stevensville • MD • 21666 •
 Phone: 410.643.9001 • Fax: 410.643.8901 • www.stertil-koni.com

Quoted to: City of Porterville Public Works

Attn: Russell Isom

555 N. Prospect St.

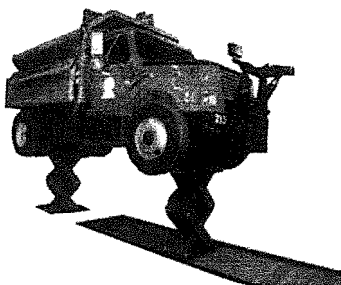
Porterville, CA 93257

risom@ci.porterville.ca.us

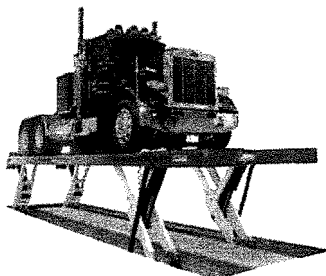
Quote

Date: 11/30/2015

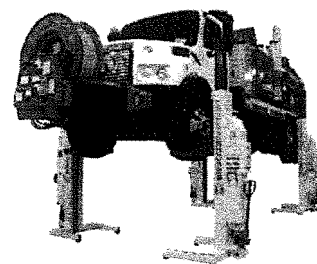
Description	QTY	Each	Total
ST1085-2FRA - Set of 4 Wireless Mobile Columns - 74,000 lbs capacity, 24 volts DC, control box on every column. Adjustable forks	1 set of 4	\$41,526.00	\$41,526.00
SKMN-5480-12 - Support Stands, 12 tons, with handle and wheels; spring loaded, pin stop with 54" - 80" fine adjustment; 2 heads	4	\$1,042.00	\$4,168.00
325.91.050: Low profile cross beam with supports - capacity 33,000 lbs	2	\$2,933.00	\$5,866.00
Estimated Freight			\$3,700.00
NJPA Contract: 061015-SKI			
		SubTotal	\$51,560.00
		Tax	\$4,382.60
		Total Amount (US\$)	\$59,642.60



ECOLIFT



SKYLIFT



WIRELESS MOBILE COLUMNS

MIDWEST EQUIPMENT

Sales & Service, Inc.

16825 89th Ave., Orland Hills, IL 60487
Office: 708.217.2597 Fax: 708.594.3696

2 ea Stertil-Koni Low Profile Cross Beam

- Part # 32591050
- Capacity 33,000 lbs
- Two each frame contact supports

\$ 6,900.00

Fright to end user

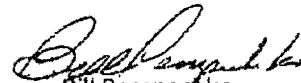
\$ 4,700.00

Terms: net due upon invoice.

★ Subject to CA. state tax unless tax exempt, estimated tax 8.5% of total equipment purchase. **\$ 4,716.65**

#64906 65

The above price is for the purchase of new equipment. Pricing valid for 30 days, typical delivery is 45 days from receipt of purchase order. The above pricing includes set up and operator training of equipment.


Bill Perepechko

Midwest Equipment

MIDWEST EQUIPMENT

Sales & Service, Inc.

16825 89th Ave., Orland Hills, IL 60487
Office: 708.217.2597 Fax: 708.594.3696

December 1, 2015

City of Porterville

Mr. Russell Isom

555 N. Prospect St

Porterville, CA 93257

Re : Quotation 120115-01

1 ea set of (4) ST-1085 FRAe Stertil-Koni Mobile Columns

- Capacity 18,500 lbs per column, set of (4) equals 74,000 lbs
 - Wireless communication, NO cables.
 - E bright controls
 - Link up to 32 columns together
 - Digital weight gauge.
 - Adjustable raise and lowering speed.
 - Two (12) volt deep cycle batteries in each column
 - Up to 25 cycles before recharging.
 - Built in battery charger
 - Warranty 2 years parts / 1 year on site labor / 5years cylinder (parts only)
 - ALI/ETL Safety certified
- \$ 44,050.00**

4 ea Stertil-Koni Model SKMH 5480-12 Support Stands

- 12 ton capacity
 - Spring loaded center tube
 - Two mounting heads flat and U shaped
 - Six inch fine adjustment on center tube
 - Fold away handle
 - Large casters for easy movement
- \$ 4,540.00**



2366 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
www.source-mme.com • California State Contractor's License #980409

November 20, 2015

City of Porterville Field Services Shop
555 North Prospect Street
Porterville, CA 93257

Tel: 559-782-7515
Fax: 559-791-7700
risom@ci.porterville.ca.us

Attention: Russell Isom, Shop Superintendent

We are pleased to provide the following quotation on the Stertil-KONI Mobile Lifts and accessories for your review.

- One (1) Each Set of Four (4) Stertil-KONI Earthlift Model ST1085-2FRA Mobile Lifts with 74,000 lbs. capacity, 24 volts DC, ALI/ETL, control box on every column and adjustable forks
- Four (4) SKMH-5480-12 Support Stands with 12 ton capacity each, handle & wheels, spring loaded, pin stop with 54"-80" fine adjustment, 2 heads
- Two (2) 32591050 Low profile cross beam with supports – capacity 33,000 Lbs. each

Price F.O.B. Porterville, CA	\$59,139.75
8.5% Sales Tax	<u>5,026.88</u>
Sub-Total	\$64,166.63
Freight	<u>4,300.00</u>
Total	\$68,466.63

- Quotation includes delivery and on-site training.
- Normal delivery 60-90 days A.R.O.
- Terms: Net 30
- Quotation valid for 30 days

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

Adam Horch

Adam Horch,
Territory Sales Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Purchase Specialized Equipment - Outfall Pump #2 Variable Frequency Drive (VFD)

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) needs to replace the Variable Frequency Drive (VFD) for Outfall Pump #2. The VFD is used to control motor speed and torque by varying motor input frequency and voltage.

Staff has received three (3) bids for the Variable Frequency Drive. The bids are listed below:

Medallion Supply, Inc. - \$6,761.65

CED Tulare - \$7,097.54

Gordon Electric Supply - \$8,138

Staff is seeking authorization to purchase the Variable Frequency Drive from Medallion Supply, Inc. at a cost of \$6,761.65. The funding source is the 2015/2016 WWTF Operating Budget.

RECOMMENDATION: That City Council authorize the purchase of specialized equipment (Outfall Pump #2 VFD) from Medallion Supply, Inc. at a cost of \$6,761.65.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Purchase Specialized Equipment - Oxygen Trim Programmable Controller

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) oxygen trim controller for the anaerobic digester boiler needs to be replaced after 20 years of service. The oxygen trim controller will achieve an optimum fuel-to-air ratio to maximize the efficiency of the combustion process while maintaining a safe and stable operation.

Staff has received three (3) bids for the oxygen trim controller. The bids are listed below:

Fireman Boiler - \$6,300
R.F. MacDonald Co. - \$6,300.24
California Boiler - \$9,821.63

Staff is seeking authorization to purchase the oxygen trim system from Fireman Boiler at a cost of \$6,300. The funding source is the 2015/2016 WWTF Operating Budget.

RECOMMENDATION: That City Council authorize the purchase of specialized equipment (oxygen trim controller) from Fireman Boiler at a cost of \$6,300.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Advertise for Bids - Lime Street Reconstruction Project

SOURCE: Public Works

COMMENT: Plans and Project Manual have been prepared for the Lime Street Reconstruction Project. Due to the highly expansive soil along this stretch of roadway, the proposed street section will be thicker than usual. A lime treatment to the subgrade will be installed and the street segment between Sandra Court and Mulberry Avenue will receive new pavement. However, only a portion of the existing concrete improvements will be replaced. The street segment between Mulberry Avenue and Henderson Avenue will consist of removing and replacing all concrete improvements.

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

The estimate of probable cost for the entire project is \$920,727.50 with \$92,072.75 required for the construction contingency (10%). It is anticipated an additional \$92,072.75 is required for construction management, construction surveying, quality control and inspection (10%) for a total estimated cost of \$1,104,873.00.

As a reminder, in the past contractors awarded a City project would have hired their own land surveyors, but now staff must directly engage the services of a land surveyor for projects because of the recent ruling by the State of California Board of Professional Engineers, Land Surveyors, and Geologists that the hiring of professional services by a contractor is not in compliance with the Business and Professions Code Sections 8726 and 8729.

Funding for the project is approved in the 2015/2016 budget and is from the Local Transportation Fund.

RECOMMENDATION: That City Council:

1. Approve staff's recommended plans and project manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS:

1. Locator Map
2. Engineers Estimate

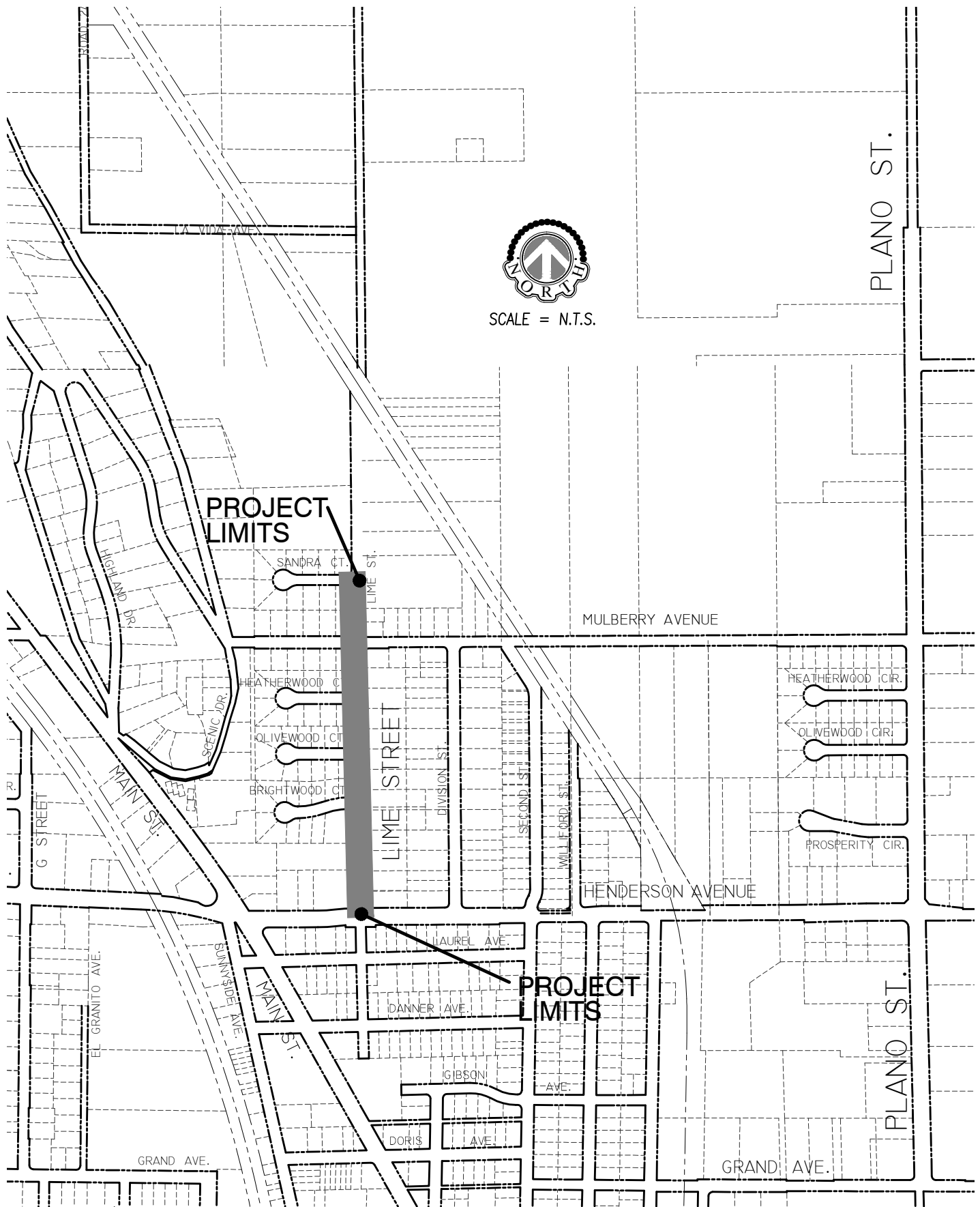
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

LIME STREET
RECONSTRUCTION
PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

**Lime Street Reconstruction
between Henderson Avenue and Mulberry Avenue**

City of Porterville
Engineers Estimate

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization and Clean Up	LS	1	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
3	Clearing and Grubbing	LS	1	\$ 20,000.00	\$ 20,000.00
4	Roadway Excavation and Subgrade Preparation including Sawcut, Pavement and Concrete Removal	CY	5420	\$ 15.00	\$ 81,300.00
5	4" Class 2 Ag Base	CY	790	\$ 60.00	\$ 47,400.00
6	4" A.C.	TN	1740	\$ 90.00	\$ 156,600.00
7	18" Lime Treatment on Subgrade	CY	4810	\$ 10.00	\$ 48,100.00
8	Install Curb and Gutter	LF	2750	\$ 20.00	\$ 55,000.00
9	Install Driveway	SF	3190	\$ 15.00	\$ 47,850.00
10	Install Sidewalk	SF	10920	\$ 8.00	\$ 87,360.00
11	Install V-Gutter	SF	1810	\$ 15.00	\$ 27,150.00
12	Install Wheel Chair Ramp per Standard	EA	11	\$ 3,000.00	\$ 33,000.00
13	Install Wheel Chair Ramp per detail	EA	2	\$ 2,500.00	\$ 5,000.00
14	Private Driveway Repair to Transition to Proposed	SF	4900	\$ 15.00	\$ 73,500.00
15	Install 2.5' max Retaining wall	LF	80	\$ 50.00	\$ 4,000.00
16	Install Survey Monument	EA	5	\$ 1,000.00	\$ 5,000.00
17	Install 2" Street Light Conduit	LF	1730	\$ 15.00	\$ 25,950.00
18	Install Edison Handhole	EA	14	\$ 500.00	\$ 7,000.00
19	Install Street Lights	EA	10	\$ 1,500.00	\$ 15,000.00
20	Install 8" Water line	LF	355	\$ 50.00	\$ 17,750.00
21	Install 8" Water Valve	EA	6	\$ 2,500.00	\$ 15,000.00
22	Install 10x8 cross	EA	1	\$ 3,000.00	\$ 3,000.00
23	Install 8" Tee	EA	1	\$ 2,000.00	\$ 2,000.00
24	Remove and Replace Top of Storm Drain Catch Basin. Utilize existing rim.	EA	2	\$ 1,000.00	\$ 2,000.00
25	Install Storm Drain Grate Basin	EA	1	\$ 2,000.00	\$ 2,000.00
26	Connect to Existing Catch Basin	EA	1	\$ 1,000.00	\$ 1,000.00
27	Install 12" Storm Drain Pipe	LF	5	\$ 40.00	\$ 200.00
28	Remove and Relocate Signs	EA	4	\$ 400.00	\$ 1,600.00
29	Remove and Relocate Chainlink Fence	LF	239	\$ 10.00	\$ 2,390.00
30	Remove and Relocate Decorative Fence	LF	15	\$ 25.00	\$ 375.00
31	Remove and Relocate Mail Box	EA	2	\$ 200.00	\$ 400.00
32	Adjust Water Meter to Grade	EA	12	\$ 300.00	\$ 3,600.00
33	Adjust Sewer Manhole Rim to grade	EA	5	\$ 1,000.00	\$ 5,000.00
34	Adjust Water Valve Cover to grade	EA	8	\$ 500.00	\$ 4,000.00
35	Adjust Gas Valve Cover to grade	EA	5	\$ 500.00	\$ 2,500.00
36	Signing and Striping	LS	1	\$ 5,000.00	\$ 5,000.00
Sub Total					\$ 837,025.00
10% Contingency					\$ 83,702.50
Total				\$	920,727.50

Project Manager _____ Date _____

Public Works Director _____ Date _____

City Engineer _____ Date _____

City Manager _____ Date _____



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization for Repair of Rowland Well No. 7

SOURCE: Public Works

COMMENT: The City of Porterville's Rowland Well No. 7, located on W. Della Avenue, west of Mathew Street, has experienced an operational failure.

Securing the services of a pump repair company is challenging, especially during unprecedented drought conditions. However, bids for the work were requested and three (3) bids were received from these local pump repair companies:

<u>Company</u>	<u>Total</u>	<u>Availability</u>
Valley Pump & Dairy Systems	\$13,165	Immediately
Zim Industries	\$18,646	February 1, 2016
S.A. Camp Pump & Drilling Co.	\$27,352	January 18, 2016

Valley Pump & Dairy Systems was the lowest bidder. In addition, they are immediately available to start correcting all issues at Rowland Well No. 7, at a cost not to exceed \$14,482 (inclusive of all parts, taxes, and labor and a 10% contingency). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$14,482 for the repair of Rowland Well No. 7; and

2. Direct the Finance Director to make payment to Valley Pump & Dairy Systems upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Participate in the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects

SOURCE: Public Works

COMMENT: The California Air Resources Board is soliciting Grantees to implement and administer Zero-Emission Truck and Bus Pilot Commercial Deployment Projects under the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments. Currently, up to \$23 million is available from FY 2014-2015 funds and \$60 million from FY 2015-2016; however, this funding is pending approval by the California Legislature.

This project is intended to help accelerate the deployment of a variety of commercially available medium- and heavy-duty zero-emission vehicles by placing a significant number of zero- and near zero-emission buses, freight and delivery trucks in strategic truck and bus hubs. This project will provide benefits to disadvantaged communities by ensuring that funds are awarded to pilot projects located within, or directly benefiting, disadvantaged communities across the state.

Staff has identified the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects as a viable opportunity for the City to demonstrate the practicality and economic viability of wide-spread adoption of zero-emission public transit buses. This project would also further the City's commitment to secure funding for a wide variety of clean-air, public-benefit projects.

In order to maximize the scoring opportunity for this grant solicitation, staff is considering the deployment of up to ten (10) zero-emission transit vehicles, five (5) overhead charging stations at the transit center, and five (5) depot chargers at the City Corporation Yard. The total amount of funding requested would be approximately \$10 million.

Should the City participate in a project, the City will be required to provide a local match commitment - if successfully awarded funding. The City's local match commitment will be limited to providing staff to operate and maintain these buses during the pilot program, which is for a period of three years.

Grant applications are due January 29, 2016.

It is staff's recommendation that the City Council authorize the Mayor to sign a
Item No. 10.

Letter of Commitment to participate in a Zero-Emission Truck and Bus Pilot Commercial Deployment Project. It is also staff's recommendation that the City Council authorize the Transit Manager to file and execute applications and any other documents on behalf of the City of Porterville. Finally, it is staff's recommendation that the City Council authorize the City's local match commitment.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to sign a Letter of Commitment to participate in a Zero-Emission Truck and Bus Pilot Commercial Deployment project;
2. Authorize the Transit Manager to file and execute applications and any other documents on behalf of the City of Porterville for a Zero-Emission Truck and Bus Pilot Commercial Deployment project; and
3. Authorize the City's local match commitment for a Zero-Emission Truck and Bus Pilot Commercial Deployment project.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Program Supplement to the Local Agency-State Master Agreement – Tule River Parkway Phase III Project

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number N055 and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplement is for the Tule River Parkway Phase III Project.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Draft Resolution
2. Program Supplement No. N055 - Tule River Parkway Phase III

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. N055
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. N055 to the Local Agency-State Master Agreement No. 06-5122R, for the Tule River Parkway Phase III Project.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

Dir _____ Appropriated/Funded _____ CM _____

Item No. _____

PROGRAM SUPPLEMENT NO. N055
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID **Date:** December 8, 2015
0616000085 **Location:** 06-TUL-0-PTRV
Project Number: CML-5122(083)
E.A. Number:
Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Tule River Parkway Phase III

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M40E		LOCAL	OTHER
\$100,000.00		\$88,000.00	\$12,000.00	\$0.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 12/9/15' \$88,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THIS ENCUMBRANCE AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

[illegible]

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through

SPECIAL COVENANTS OR REMARKS

Caltrans the sum of Federal funds paid under the terms of this agreement.



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Acceptance of Walmart Community Giving Grant

SOURCE: Police

COMMENT: The Walmart Community Grant programs are awarded through the local Walmart stores and logistic facilities. These grants are focused in support of local organizations with programs that align with Walmart's and the Walmart Foundation's areas of giving. One of these areas include programs geared toward strengthening the local community by support for local police and fire departments.

The Porterville Police Department recently applied for the Walmart Community Giving Grant to help with continued support of the Police Department Crime Prevention Unit and Juvenile Diversion Program. The grant request was submitted with the focus to help our programs in the reduction of juvenile crime through educational means.

While both programs use multiple ways to get the goals accomplished, education is a key component of each. Personnel at the police department educate the targeted audience on the consequences of their actions and the decisions they make in life. Through the acceptance of this grant, funding will be available to purchase educational material on drug and gang awareness for juvenile crime prevention and parent education. The most effective educational materials will be identified by the Juvenile Diversion Officer and purchased in calendar year 2016.

The Police Department has received notification that we were selected to receive a \$2,400 grant.

RECOMMENDATION: That the City Council:

- 1) Authorize the acceptance of the Walmart Community Giving Grant funds in the amount of \$2,400; and
- 2) Approve the deposit of these funds into the Police Department's Crime Prevention account for future purchases of educational items.

ATTACHMENTS: 1. Grant Notification

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

Congratulations! The Walmart Community Grants Team and Facility # 6021 are pleased to inform you that your Community Grant application has been selected to receive a \$2,400.00 grant.

Your grant will be mailed to the address provided in the submitted application. Please allow 4-6 weeks for delivery. If you do not receive your check in that time, or have moved since submitting this grant request, please contact the facility manager to make further inquiries. For your reference we have provided the check information below:

Check # 563927

Pay to: Porterville Police Department

At Walmart, we strongly believe in giving back and are proud to support organizations that improve communities where our customers and associates live and work.

As a Community Grant recipient, we encourage you to celebrate this accomplishment. Please contact your Distribution Center / Logistics manager to discuss recognition opportunities and other ways to generate grant awareness.

We appreciate your efforts to help people live better and wish you success.

Sincerely,

The Walmart Community Grants Team



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Status Report - Developer Impact Fees

SOURCE: Finance

COMMENT: Pursuant to Government Code Section 66006 (b)(1), a detailed fund analysis of the Capital Improvement Funds containing Developer Impact Fees has been prepared. In accordance with Section 66006 (b), a copy of this analysis was delivered to the Building Industry Association of Tulare/Kings Counties, Inc. (BIA), per their request, at least fifteen days prior to this Council meeting.

The format and content of this analysis have been developed around criteria previously approved by BIA. As of June 30, 2015, the City is in compliance with the requirements of the Code.

RECOMMENDATION: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year Ended June 30, 2015.

ATTACHMENTS: 1. Status Report

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

**DEVELOPER IMPACT FEE SUMMARY
2014/15**

	<u>BEGINNING BALANCES AS OF JULY 1, 2014</u>	<u>FEEES COLLECTED</u>	<u>INTEREST EARNED</u>	<u>ELIGIBLE D.I.F. EXPENDITURES</u>	<u>ENDING BALANCES AS OF JUNE 30, 2015</u>
WATER ACREAGE FEE	\$ (19,208,679)	\$ 194,902	\$ 16,983	\$ (177,295)	\$ (19,174,089)
SEWER ACREAGE FEE	\$ (2,468,157)	\$ 47,372	\$ 8,821	\$ (720)	\$ (2,412,684)
STORM DRAIN FEE	\$ 2,245,473	\$ 73,182	\$ 21,889	\$ (641,184)	\$ 1,699,360
TRANSPORTATION IMPACT FEE	\$ 1,011,567	\$ 85,015	\$ 9,983	\$ (150,000)	\$ 956,565
PARK IMPACT FEE	\$ -	\$ 71,477	\$ 86	\$ (71,563)	\$ -

**CITYOF PORTERVILLE
DEVELOPER FEE-FUNDED PROJECTS
2014/15**

	<u>Total Expenditure</u>	<u>Allowed D.I.F. Percentage</u>	<u>Eligible D.I.F. Expenditure</u>
<u>Water Projects</u>			
Master plan update	\$ 1,523.37	100%	\$ 1,523.37
Ground water recharge	486.40	0%	0.00
Water Well #32	82,137.92	100%	82,137.92
Well #33 - Akin water system	1,197.84	0%	0.00
Master plan payback	90,178.95	100%	90,178.95
Veterans Park booster pump	0.09	100%	0.09
Jaye/Montgomery roundabout	1,101.76	100%	1,101.76
Scenic Heights tank analysis	0.07	0%	0.00
Scranton water main relocation	2,353.22	100%	2,353.22
Water infrastructure review	14,855.41	0%	0.00
WATER TOTAL	\$ <u>193,835.03</u>		\$ <u>177,295.31</u>
<u>Sewer Projects</u>			
Master plan payback	\$ 720.41	100%	\$ 720.41
Expansion - emergency storage	592.74	0%	0.00
Odor control project	25,647.57	0%	0.00
Blower project	1,003,341.01	0%	0.00
Digester transfer line project	1,579.82	0%	0.00
Septic station retrofit	5,261.22	0%	0.00
Upgrade SCADA	195,411.13	0%	0.00
Influent pumps	127.76	0%	0.00
Annex area 455A	13,001.22	0%	0.00
Annex area 456A & 457	6,603.74	0%	0.00
Annex area 456B & 456C	5,990.91	0%	0.00
Annex area 458A & 458B	4,048.52	0%	0.00
Annex area 459A & 459C	639,375.32	0%	0.00
Headworks grinder / washer	47,889.20	0%	0.00
Manhole 10A repair	239.79	0%	0.00
Alternative energy project	52,358.84	0%	0.00
Lime St	91.30	0%	0.00
Daft unit upgrade	110,476.61	0%	0.00
Sludge lines	2,064.71	0%	0.00
SEWER TOTAL	\$ <u>2,114,821.82</u>		\$ <u>720.41</u>
<u>Storm Drain Projects</u>			
Property purchase	\$ 1,400.00	100%	\$ 1,400.00
Master plan update	0.00	100%	0.00
Flood mangement ordinance update	915.34	100%	915.34
Tomah - Porter / Wisconsin	70,256.94	100%	70,256.94
Drainage reservoir #14	0.00	100%	0.00
N Grand reconstruction	6,508.00	100%	6,508.00
Drainage reservoir #18	540,196.13	100%	540,196.13
Storm drain #30	59.67	100%	59.67
MS4 permit	21,848.00	100%	21,848.00
STORM DRAIN TOTAL	\$ <u>641,184.08</u>		\$ <u>641,184.08</u>
<u>Transportation Projects</u>			
Debt service - 2005 Infrastructure COP	\$ 150,000.00	100%	\$ 150,000.00
TRANSPORTATION TOTAL	\$ <u>150,000.00</u>		\$ <u>150,000.00</u>
<u>Park Projects</u>			
Debt service - sports complex	\$ 66,261.12	100%	\$ 66,261.12
Sports complex parking lease	5,302.08	100%	5,302.08
PARK TOTAL	\$ <u>71,563.20</u>		\$ <u>71,563.20</u>

CITY OF PORTERVILLE
DEVELOPER FEE RATE STRUCTURE
2014/15

	<u>Hillside Development</u>	<u>Single Family (R-1)</u>	<u>Duplex (R-2)</u>	<u>Multi-Family (R-3 & R-4)</u>	<u>Mobile Homes</u>	<u>Institutional</u>	<u>Commercial / Professional</u>	<u>Industrial</u>
Water Acreage Fee / Acre	\$ 1,410	\$ 2,941	\$ 7,363	\$ 17,190	\$ -	\$ 1,919	\$ 2,210	\$ 16,977
Sewer Acreage Fee / Acre	\$ 981	\$ 1,797	\$ 4,175	\$ 9,739	\$ -	\$ 677	\$ 2,538	\$ 10,835
Storm Drain Fee / Acre	\$ -	\$ 4,845	\$ 6,463	\$ 9,695	\$ -	\$ 12,922	\$ 12,922	\$ 12,922
Transportation Fee / Unit	\$ -	\$ 1,036	\$ 701	\$ 701	\$ -	\$ 2,667	\$ 5,074	\$ 756
Park Impact Fee / Unit	\$ -	\$ 644	\$ 500	\$ 500	\$ 361	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Community Clean-Up Events

SOURCE: Public Works

COMMENT: To encourage property maintenance and beautification, the City sponsors two clean-up events every year; one in the Spring and one in the Fall. These events offer City residential refuse customers free disposal of general trash, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation Yard. Last year's Spring event was the largest event to date with 657 vehicles, and the Fall event saw 459 vehicles.

Based on the success of prior events, staff recommends the City host two Community Clean-Up Events in 2016. The proposed event dates are Saturday, April 16th, and Saturday, October 15th. Staff is unaware of any community event conflicts with these dates. As in the past, the events are open to all residents receiving City residential refuse service. Staff estimates City costs for both events to be approximately \$10,000 funded through the Solid Waste Operating Budget.

RECOMMENDATION: That City Council:

- 1, Declare April 16, 2016, "Spring Clean-Up Day" and October 15, 2016, "Fall Clean-Up Day;"
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City;
3. Authorize the City to accept trash, litter and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and
4. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Consideration of Approval of Out-of State Travel

SOURCE: Administrative Services

COMMENT: In October 2014, the Administrative Services Director was nominated to serve on the Board of Directors for the Public Employers Labor Relations Association of California ("PELRAC"). With the support of City Manager Lollis, Ms. Hildreth accepted the position and currently serves on this statewide board. As a part of her participation with PELRAC, in February 2015, Ms. Hildreth was nominated to serve on a national committee to assist in the planning of the annual conference of NPELRA, the national association with which PELRAC is affiliated. Since June, Ms. Hildreth has served on this committee for the planning of NPELRA's Annual Conference set to take place in Memphis April 17 - 21, 2016.

Both PELRAC and its parent affiliate NPELRA are organizations comprised of public sector labor relations and human resources professionals. Both provide extensive training and networking opportunities from state and federal perspectives to ensure employers stay current on the ever-changing laws effecting public agencies.

It is staff's belief that attendance at the national conference will offer beneficial insight into federal areas of law as well as common challenges HR departments across the country currently face. Notable topics include updates on the Affordable Care Act and recent Department of Labor regulations, legalized recreational marijuana and impacts from an employer's perspective, social media and the 1st Amendment, and HR and PR lessons learned from the Ferguson unrest. For Council's reference, a copy of the conference brochure is provided herein. The cost for the proposed travel is estimated not to exceed \$1,500, with funds available in the Administrative Services Department's training budget.

RECOMMENDATION: That the City Council authorize the Administrative Service Director to attend the National Public Employer Labor Relations Association's Annual Conference scheduled to take place April 17 through 21, 2016, in Memphis, TN, at a cost estimated not to exceed \$1,500.

ATTACHMENTS: 1. NPELRA Conference Brochure

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



NPELRA's 45th ANNUAL TRAINING CONFERENCE
APRIL 17-21, 2016 | MEMPHIS, TN

Rockin' & Rollin' Away the Labor Relations Blues

Sean M. Robinson
NPELRA President



Dear Colleagues:

On behalf of the National Public Employer Labor Relations Association (NPELRA), the premier organization for public sector labor relations and human resources professionals, it is my pleasure and honor to invite you to attend our 45th Annual Training Conference (ATC), *Rockin’ and Rollin’ Away the Labor Relations Blues*, April 17 – 21, 2016 in Memphis, Tennessee.

I personally want to thank the 2016 ATC Committee Chair, Michele Green from Florida, Co-Chair Melanie Ault from Minnesota, and all committee members - Aundrea Cordle from Ohio, Angela Hewitt from Tennessee, Patrice Hildreth from California, Terence O’Neil from New York, Leslie Rienzie-Barry from Illinois, Amy Heller from Washington, and Mike Kolb, NPELRA Executive Director. The preparation for a conference of this scale is a mammoth undertaking, and we all appreciate their efforts. I also want to extend a big thank you to the NPELRA staff for their support of the Committee’s work and the NPELRA organization. Finally, special thanks to our conference sponsors, whose generous monetary contributions assist in making the conference such a great event.

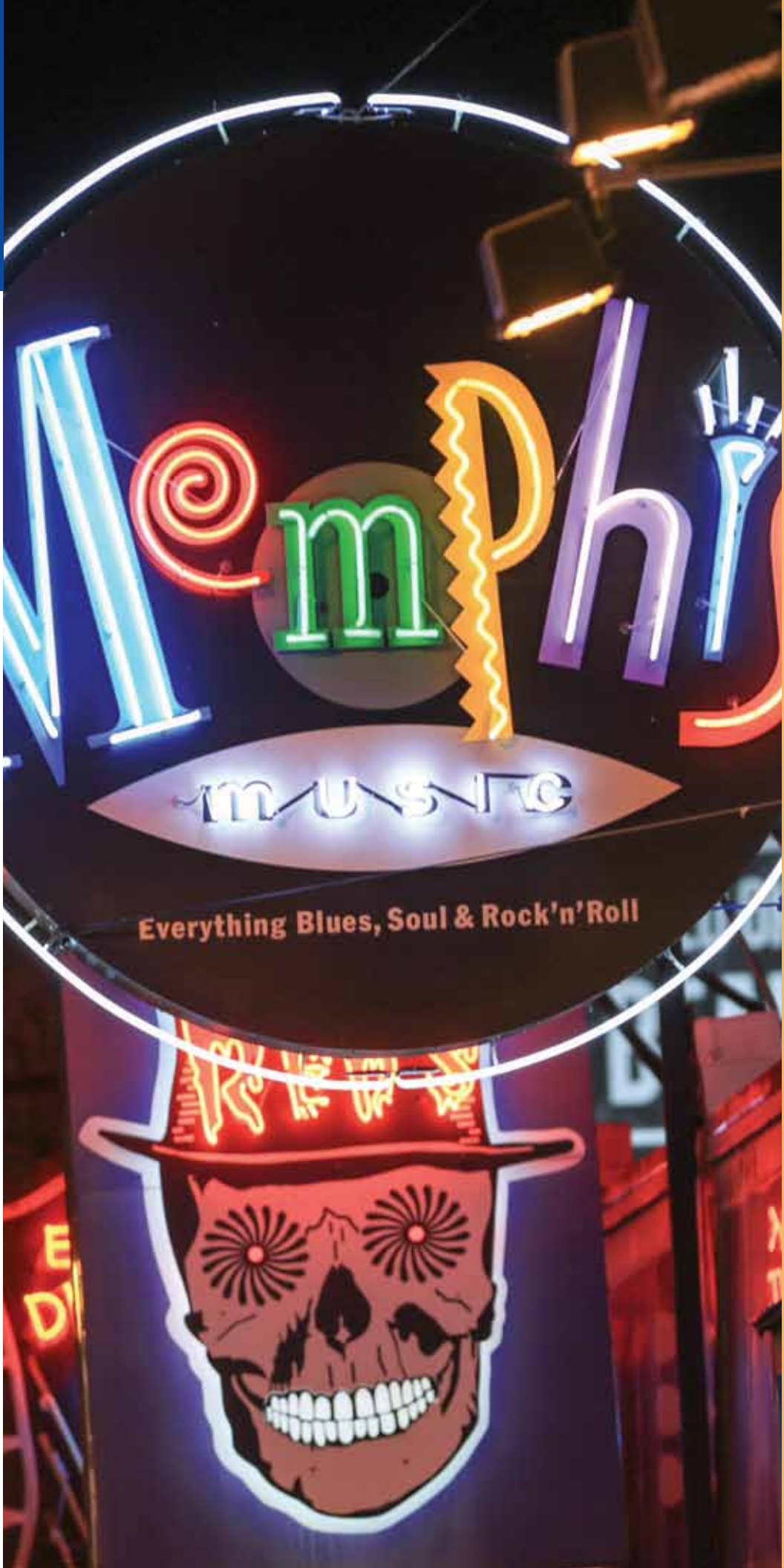
NPELRA’s annual conference is nationally renowned and was listed in GovLoop’s roundup as one of “The Best Government Conferences in 2016.” NPELRA’s mission is to provide professional development, networking, and advocacy services to labor relations & human resources professionals, so that public sector employers may deliver the most efficient and effective services to citizens & taxpayers. The NPELRA Annual Training Conference is an important learning and networking experience for any labor relations and human resources professional. The conference program features a variety of timely and relevant session topics for the inexperienced to the more advanced professional. There are 39 educational sessions and workshops over three full days specifically designed to provide an in-depth look at the topics and issues of greatest importance to public sector labor relations and human resources professionals. There are also targeted pre and post conference workshops to extend your learning as well as the administration of the Certified Labor Relations Professional (CLRP®) Exam. Come and learn about:

- | | | |
|---------------------------------------|---------------------------------|-----------------------------|
| ▪ Communicating in a Crisis | ▪ Leave Laws | ▪ Collective Bargaining |
| ▪ Just Cause | ▪ Effective Engagement | ▪ FMLA Leave |
| ▪ Employee Engagement | ▪ FLSA | ▪ Background Checks |
| ▪ Negotiation Skills | ▪ Lessons Learned from Ferguson | ▪ Violence in the Workplace |
| ▪ Documenting Employee Investigations | ▪ PPACA | ▪ Workplace Policies |
| ▪ Workers’ Comp | ▪ Boot Camp for Labor Relations | ▪ Contract Costing |
| | | ▪ And much more! |

Take advantage of this exceptional opportunity to be instructed by experts in the field, while interacting with colleagues from throughout the country. We are all leaders in our respective agencies and by attending the ATC, you will become better equipped with the latest knowledge and skills to positively impact yourself, our fellow HR colleagues, and your organization.

If you are not already a member of NPELRA, we welcome you to consider membership with our national organization. Join over 2,400 professionals from nearly every state in the country and take advantage of not only the Annual Training Conference but also cost-effective webinars, labor relations Academies, informative monthly newsletters, online databases to assist in developing contract and policy language, and more.

I am confident that attending our 2016 ATC will be a rewarding, educational, and enjoyable experience for you and I look forward to seeing you in Memphis in April!



SESSIONS & EVENTS

7:00 am – 3:00 pm NPELRA's Annual Golf Tournament
Come play golf and network with friends, colleagues, and conference sponsors at NPELRA’s Annual Golf Tournament. Golfers of all skill levels are invited to participate in the fun and NPELRA members can compete for the PELRA Cup. Participants will be transported via bus from the hotel to the course. Included: transportation, breakfast, green and cart fees, tournament games with prizes, and lunch. Be sure to join the fun!
(Separate registration is required. \$85)

8:00 am – 4:00 pm Academy I: The Foundation of Labor Relations
This Academy gives participants resources to achieve a better understanding of the basic principles and practices of labor relations. Through lively workshops and interactive exercises, participants will sharpen their knowledge. Participants will be given tools of the trade to assist them in preparing and organizing for bargaining and also in enforcing and administering the collective bargaining agreement. An overview of comparative negotiating processes illustrates various approaches to bargaining and tips for success.
(Separate registration is required. \$299 Members / \$399 Non-Members)

12:30 pm – 4:00 pm Conference Check-in @ the Registration Desk
If you arrive early, beat the Monday morning rush – stop by the Registration Desk to pick up your program materials and your badge to enter Sunday night’s Welcome Reception. Arriving later than 4:00? Pick up your registration materials at the First Timers’ or Welcome Reception.

12:30 pm – 4:00 pm Tech Central: Got Questions?
Find our experts on Facebook, Twitter, Instagram, and NPELRA’s own mobile Guidebook app located near the Registration Desk.

1:00 pm – 4:00 pm Pre-Conference Workshop: Super Manager or Super Spy: The Use of Technology in Monitoring Employee Misconduct *Peter Brown, Partner - Liebert Cassidy Whitmore (Gold Sponsor)*
Technology makes it possible for employers to monitor employee conduct and gather an abundance of information about employees and job applicants. However, employers must balance their legitimate business practices against employee and applicant privacy rights. This workshop will explore the wide range of issues arising from the interplay between technology and privacy in the workplace. It will guide managers through the patchwork of federal and state laws and court decisions that govern these issues.
(Separate registration is required. \$99)

4:30 pm – 5:30 pm First Timers' Reception
First-Time conference attendees are encouraged to come to this popular welcome reception hosted by the NPELRA Board of Directors, State PELRA Presidents, and past National Presidents. This event gets the conference off to a great start and is an excellent opportunity to mix and mingle with fellow first-time ATC attendees, as well as meet with key members of NPELRA that you’ll enjoy spending time with throughout the remainder of the conference. Enjoy a beverage and make a new friend (or several!) before continuing an evening of networking. *(BADGE REQUIRED FOR ENTRY)*

5:30 pm – 7:00 pm Welcome Reception
You come to the ATC for education, information, and inspiration, but you’ll leave with a bunch of new contacts too. Throughout the conference, we build in many opportunities for you to network with your colleagues and fellow NPELRA members. Of course, if you’ve attended our ATC before (as many of our attendees have), you’ll be looking to catch up with old friends, as well as make some new ones. Join us for food and celebration to officially kick off the 2016 ATC in style. Reconnect, build your network, meet the ducks, and enjoy the view of Memphis from the rooftop of the Peabody Hotel. *(BADGE REQUIRED FOR ENTRY)*



7:30 am - 8:30 am Networking Continental Breakfast Buffet *(BADGE REQUIRED FOR ENTRY)*

7:30 am - 4:00 pm Conference Check-in @ the Registration Desk

7:30 am - 8:30 am Tech Central: Got Questions?

7:30 am - 4:30 pm Technology & Exhibit Area

8:30 am - 9:00 am President's Welcome *Sean Robinson, Human Resources Manager - City of Rancho Palos Verde / Rancho Palos Verde, CA*

9:00 am - 10:15 am Plenary Session

P1 Communicating in a Crisis *Anthony Huey, President - Reputation Management, LLC / Columbus, OH*

Somewhere within every organization, a crisis is waiting to happen. Maybe tomorrow, maybe next year or even in five years; you can't be sure what the crisis will be or when it will strike. But you can be sure that a crisis will put your organization's hard-earned image and reputation up for grabs. The purpose of this session is to provide information on how to deal with the media — and 11 other audiences — during a crisis. The media, in particular, play an important role during any crisis and we teach session attendees exactly what the media need, and how the media can help you get information to the public quickly. Attendees will learn how to respond to questions briefly and directly, with honesty and candor, and learn how to control the flow of information. This is needed preparation for any crisis, when time is critical and working with the media is a priority.

9:30 am - 10:30 am Continental Breakfast for All Registered Guests of Attendees

All registered guests of conference attendees are invited to a welcome breakfast to hear about all the things to do and see in the Memphis area. *(GUEST BADGE REQUIRED FOR ENTRY)*

10:15 am - 10:35 am Tech Central: Got Questions?

10:35 am - 11:50 am Concurrent Sessions

C1 Just Cause Does Not Mean "Just 'Cuz" - How to Prove Your Discipline Case *Eric Paltell - Partner, Kollman & Saucier / Timonium, MD*

Most arbitrators require an employer to prove that it has "just cause" for disciplinary actions. This session will explain how "just cause" is defined and recap some common rules employers need to follow if they expect to be able to win a discipline case in arbitration. We will also review arbitration decisions where employers did and did not succeed in proving their case. Participants will then engage in their own case study where they will be asked to analyze fact patterns and make a case for why just cause has or has not been proven.

C2 Creating a Culture of Employee Engagement *Robert Lavigna, Assistant Vice Chancellor - University of Wisconsin / Madison, WI*

These are difficult times for the public sector and the public servants who deliver government services. One proven response to this challenge is to focus on employee engagement. Research has clearly shown that improved employee engagement will drive improved organizational performance, reduce turnover and yield other important benefits. This session will focus on empirically-proven approaches to measure and improve engagement.

C3 2016 Legislative Update *Jennifer Ortega, Senior Associate - Ulman Public Policy and Federal Relations / Washington, D.C.*

The presentation will focus on legislative and regulatory efforts being pursued and implemented at the federal level that may affect NPELRA members. We will look at Congressional activity, executive branch orders and directives, and federal agencies' regulatory proposals.

C4 Negotiation Skills *Anthony Huey, President - Reputation Management, LLC / Columbus, OH*

You're in the middle of a tough negotiation and a question comes out of left field, one you never expected, and for which you have no answer. What to do? Unacceptable options are stammering, silence, inappropriate laughter, and just plain verbal panic. The next words you utter may make or break the deal. What you need to do is think quickly, take control and sway the project in your company's best interest. This session will give you the techniques and strategies you need to respond to difficult — even angry — questions during negotiations. Time permitting, you will practice these response techniques on-camera, followed by our professional critique.

C5 Becoming a Person of Interest: Moving Beyond High Performance to High Potential *Trish Holliday, - Tennessee Department of HR / Nashville, TN*

We all have an idea of what a high performer is — the employee who shows up to work on time, finishes the tasks of the job well, and works well with others. Research shows that only one in seven high performers are actually high potentials. High potentials are those who are ready to assume leadership roles in the organization. In this presentation, the difference between a high performer and a high potential are discussed. The behaviors of a high potential, behaviors that will "set one apart", are also emphasized.

12:00 pm - 1:15 pm Robin Hall Annual Awards Luncheon

1:30 pm - 2:45 pm Concurrent Sessions

C6 Preparing for the Baby Boomer Bust *Ron Holifield, CEO - Strategic Government Resources, Keller / TX (Silver Sponsor)*

This session will provide attendees with an understanding of the implications of the mass retirement of baby boomers for their organization as well as detailed and practical strategies for managing the transition in generational leadership and preparing the next generation of leaders to fill those roles.

C7 **How to Create Bullet Proof Documentation in Employee Investigations** *Jeff Weintraub, Regional Managing Partner, and Courtney Leyes, Associate - Fisher & Phillips / Memphis, TN (Bronze Sponsor)*

During this advanced session, attendees will learn the many facets of employee investigation documentation. Jeff and Courtney will cover the different reasons to investigate, laws requiring investigations, the techniques of a proper investigation, and what a completed investigation will include.

C8 **Navigating the Maze of Employee Leave Laws** *Susan Glover, Senior Counsel - Robbins Schwartz / Mokena, IL*

Managing an employee who is exercising leave rights is a top challenge for employers. The employer must perform a balancing act of the ADA, FMLA and the workers' compensation rights of an employee against management's need to conduct its operations. This program will address an employee's leave rights and how to provide employees with leave rights in the most advantageous way.

C9 **The Greatest Hits of Workers' Compensation** *Amy Frey, Client Services Rep - CompManagement Health Systems/ Cincinnati, OH*

There are no shortcuts when it comes to resolving workplace injuries. But identifying trends can assist in managing a complex risk. This session will address a global approach to taking charge of your workers' compensation program and moving claims efficiently through the medical management process to control costs and minimize lost workdays. We will discuss "red flags" and barriers to claim resolution, and develop strategies to react to these issues.

C10 **Effective Engagement in the Digital Era** *Alex Hannah, VP, and Jerry Backenstoe, VP of Marketing Operations - ICMA-RC / Washington, DC (Silver Sponsor)*

Engaging your employees starting when they enter the workforce through retirement is critical for defined contribution plan success. In the age of instant access, mobility, social media and an on-the-go workforce, how should plan sponsors be engaging their public sector employees on saving for retirement? This session will focus on digital trends and strategies that plan sponsors may want to consider as they develop financial wellness programs for millennials, mid-career participants and retirees.

3:05 pm - 4:20 pm Plenary Session

P2 **FLSA Today** *Peter Brown, Partner - Liebert Cassidy Whitmore / Los Angeles, CA (Gold Sponsor)*

Peter Brown is back again to present on the FLSA as he has done since 2000. FLSA cases are on the rise and your agency's continued compliance with the FLSA is essential to avoid costly wage claims. Peter will provide the latest updates in the law including proposed regulatory changes and also discuss how the FLSA should be addressed in numerous provisions of your collective bargaining agreements as well as your personnel and payroll practices and policies. The presentation will cover the latest, most relevant cases which have been decided through the United States on the FLSA. Peter will discuss regulatory changes and proposed changes by the Department of Labor, and provide good practice to address difficult FLSA issues. Attendees will come away with strategies to address FLSA issues at the collective bargaining table.

4:30 pm - 5:30 pm Reception for Sponsors *(Special Invitation)*

5:30 pm - 7:30 pm State PELRA Reception *(Sponsored by the State PELRAs)*

There is no better way to network and commemorate the conference than to attend the State PELRA reception. This is the perfect opportunity for you to connect with many of your colleagues, meet new friends, and become reacquainted with professionals from past conferences. All registered attendees including speakers are welcome.

6:45 am - 7:30 am YOGA *Laurie Gronlund, HR Director - City of Pierre / City of Pierre, SD*

Start your conference day with an invigorating yoga session with Laurie Gronlund. Plan to attend and learn how yoga combines postures (asanas), breathing (pranayama), meditation and a final relaxation to bring you a sense of well-being that lasts long after class. You will be energized and ready for the rest of the day after attending this session!

7:00 am - 8:00 am Networking Continental Breakfast Buffet *(BADGE REQUIRED FOR ENTRY)*

7:00 am - 4:00 pm Conference Check-in @ the Registration Desk

7:00 am - 4:00 pm Technology & Exhibit Area

8:00 am - 9:15 am Plenary Session

P3 **PPACA 2016: It Gets Us All Shook Up, but There's No Surrender** *Keith Friede, Area VP - Arthur J. Gallagher & Co. / Minneapolis, MN (Emerald Sponsor)*

As we begin PPACA's seventh year, the healthcare reform hits just keep coming! In this year's session, we'll tune up with what requirements are scheduled for release in 2016. Then we'll cover the most recent studio intelligence on the (pink) Cadillac Tax and reporting requirements. We'll also lay down some new grooves – the latest judicial, regulatory and legislative developments – and conclude with some additional tracks on the implications of PPACA circa 2016 on collective bargaining and on the management of overall human capital investments.

9:35 am - 11:50 am Workshops

W1 **One Year Later: Ferguson, MO - Lesson Learned** *Cornell Dillard, Chief HR Officer - MO Department of Labor & Industrial Relations / Jefferson City, MO*

What did we learn from the aftermath of Ferguson, Missouri's civil unrest a year later? And what did the United States Department of Justice's Review of Ferguson's departmental policy expose and what can we glean from it? This training is designed to provide a practical understanding of the fundamental principles of workplace policies, the conduct of its leadership and the employment obligation of all employees. Raise awareness about some of the most important issues in the contemporary workplace (Professionalism, Policies and Practicality [Judiciousness]) and its negative consequences that can lead to a discriminatory and illegal workplace environment.

W2 Boot Camp for Labor Relations Professionals *Lisa Callaway, Partner - Engler Callaway Baasten & Sraga / Oak Brook, IL*

All are welcome to attend this boot camp, which will include a review of the labor negotiations process from A to Z. Lisa will discuss good negotiations preparation, approaches to drafting proposals, successful tactics for communicating and convincing the union, and effective impasse strategies. A must have checklist for negotiations will be discussed. This program is for aspiring labor relations professionals as well as seasoned HR professionals looking to brush up on their skills.

W3 Dealing with Problem Employees: Helping People Know When It Is Time to Leave *Douglas Duckett, Owner/Principal - Duckett Law Firm / Cincinnati, OH (Bronze Sponsor)*

Most human resources professionals find that we spend a huge part of our time on a small portion of our employees -- the defiant, disruptive, and dysfunctional. This presentation will help identify the true problem employees who cannot be trained or "fixed" and give you a strategy designed to encourage them to leave your workplace under their own power, with a minimum of drama and conflict, and without expensive legal proceedings. It will also help you understand how management's conflict avoidance enables the behavior of dysfunctional employees in the first place, to enormous cost in productivity and the loss of your best employees.

W4 Collective Bargaining: Dive into the Deep *Todd Lyon, Partner - Fisher & Phillips / Portland, OR*

Join Todd as he dives deep into the rules of interpreting a collective bargaining agreement. Experienced labor practitioners will learn how to appropriately interpret contractual provisions, including seniority, management rights, and employee benefits. Attendees will also analyze grievances concerning past practice and transfer of bargaining unit work, so as to rely on the proper evidence to support the employer's position. This highly interactive program allows attendees to role play grievances in order to successfully avoid or win their next contract interpretation grievance.

12:00 pm - 1:00 pm Lunch on Your Own

12:00 pm - 1:00 pm State Presidents' Lunch Meeting *(Special Invitation)*

1:15 pm - 2:30 pm Concurrent Sessions

C11 Labor Relations Jeopardy! *Karen Morinelli, Partner - Ogletree Deakins / Tampa, FL (Emerald Sponsor)*

Labor Relations Jeopardy is a game show-like approach to test the audience's knowledge of principles of contract negotiation, collective bargaining, and public safety nuances related to labor relations. This is styled for the intermediate level practitioner who has bargained and conducted grievances and arbitration hearings collectively and wants to fine tune their techniques in labor relations.

C12 Investigating and Disciplining Academic Employees in an Electronic Age *Susan Glover, Senior Counsel - Robbins Schwartz / Mokena, IL*

Electronic communication is an integral part of the modern workplace. However, these tools have also spawned new forms of employee misconduct. Educational employers have additional issues related to free speech and due process when disciplining employees for misuse of employer technology or for statements on social media sites. Can employers legally monitor employees' use of the internet, email and employer-provided cell phones? This presentation will focus on why it is important to monitor employees' technology use, and when discipline is appropriate.

C13 Medical Marijuana - Clearing the Air *Bruce Schroeder, Partner - Summit Law Firm / Seattle, WA (Bronze Sponsor)*

This session will address the emerging issues associated with either medical or recreational marijuana use. Attend this session if you've ever had the following questions: Do the new state laws allow law enforcement personnel and employees who are subject to federal drug testing, the right to use marijuana? Can employers continue to apply workplace drug testing policies? If employees use marijuana off duty, can the employer discipline for an on-duty positive test? Are employees who use medical marijuana covered by the ADA or state anti-discrimination laws?"

C14 Employment Law and EEOC Update: What Every Public Employer Needs to Know *Chandell Carr, EEO Officer - LR Manager, City of Memphis / Memphis, TN, and Leigh Jeter, Partner, Labor & Employment Law, Clark Baird Smith / Rosemont, IL (Diamond Sponsor)*

In this session, attendees will receive up-to-date information on the latest employment law trends impacting today's workplace. This session will help participants to identify proper ways of conducting criminal background checks, understand coverage of LGBT workers under Title VII, identify and understand employers' accommodation obligations, understand harassment and bullying in the workplace, and be able to minimize the risk of liability in these areas.

C15 ADA and Mental Health Issues: How Public Employers Can Successfully Navigate the Interactive Process *Brad Howard, Attorney - Brown & Fortunato / Amarillo, TX*

In this interactive and informative session, Employment Attorney Brad Howard will discuss all of the key legal issues that arise when a public employer seeks to engage in the interactive process with employees claiming to suffer from ADA and mental health issues. Brad will provide countless tips to help you address some of the most difficult issues, including depression, leave issues, accommodation requests, and attendance issues.

2:30 pm - 2:50 pm Sponsors' Drawing *(Must be present to win)*

2:50 pm - 4:05 pm Concurrent Sessions

C16 Preparing for Grievance Arbitration: How to Get the Most Out of Your Band Rehearsal *John Corcoran, Partner - Hancock Estabrook / Syracuse, NY*

This session will focus on the initial preparation of the employer's case, the process for evaluation and selection of the "right" arbitrator, and how to arrange and control the arbitration hearing room. The program will also cover best practices for final case preparation including selecting witnesses and getting them ready to testify, dealing with exhibits, subpoenas, stipulations, and opening and closing statements. From inception to dress rehearsal, winning arbitration requires sound preparation.

C17 Implementing an Employer Sponsored Health and Wellness Center: Our Journey Jim Richter, HR Manager - Waukesha County / Waukesha, WI and Polly Thomas, Director of Clinical Consulting, and Erin Eason, Consultant - CBIZ Business / Kansas City, MO

Waukesha County in Wisconsin began a journey in 2012 with the primary goal of reducing their growing health plan costs. In November, 2014, with the City of Waukesha and School District of Waukesha, they opened their employer sponsored clinic. This session will walk through their process of evaluating feasibility, developing shared governance processes and addressing the challenges and successes post implementation.

C18 Your Employee's Headache Became Your Headache: Managing Employee Intermittent FMLA Leave Jeff Mandel, Regional Managing Partner - Fisher & Phillips / Orlando, FL

Intermittent leave under the Family and Medical Leave Act (FMLA) can be a nightmare for employers to administer. Too often, it is abused by unscrupulous employees, leading to productivity and morale issues in the workplace. This session explores the foundations of intermittent FMLA leave, from the requirements under the FMLA regulations and case law, to the practical considerations in administering such leave. Join Jeff as he explains how to avoid the traps for employers under the FMLA, and provides you with strategies for curbing intermittent FMLA leave abuse.

C19 CLRP® Process Teresa Rotschafer, Finance / Labor Director - City of Johnston / Johnston, IA

Join Teresa Rotschafer, NPFLRA Labor Relations Academy Committee Chair in a discussion on how to prepare and complete the steps to complete the CLRP® process by either taking the CLRP® Exam, or writing the paper. She will also be discussing the Recertification Process, and explaining the different options of earning recertification credit.

C20 Would You Hire Elvis in the Internet Age? Correct Background Checks Greg Wiley, Attorney - The Wiley Law Office, PC / Edina, MN

In this interactive session, seasoned labor attorney Greg Wiley provides essential information on how to conduct appropriate background checks on applicants. This area is regulated by some laws that labor relations professionals are familiar with, like Title VII of the Civil Rights Act, and others you probably don't use every day, like the Fair Credit Reporting Act. At the top of the charts of late is just how can employers lawfully use information they collect about employees from various and ever-expanding social media sites (and should they?). This presentation includes interactive and real-time polling technology to share audience knowledge and feedback in an entertaining and informative way.

6:30 pm - 9:30 pm Tuesday Night Celebration: Dinner and Tour at Graceland (RSVP and Ticket Required)

As the front door to Elvis Presley's mansion opens, you will be taken on an unforgettable journey into the private world of an American legend. With your full conference registration, you can join us for dinner and a tour of one of Memphis's most famous attractions. Not to be missed! (RSVP/TICKETS REQUIRED. Buses will depart from hotel at 5:45 pm.)

7:00 am - 8:00 am NPFLRA Walk & Run Laurie Gronlund, HR Director / City of Pierre / Pierre, SD

No matter what your speed is, we welcome you to wake up early and start the day with a short exploration of Memphis with your colleagues. Breathe in the morning air and return to the conference with a refreshed spirit and clear mind.

7:00 am - 8:00 am NPFLRA Past Presidents' Breakfast (Special Invitation)

7:30 am - 8:30 am Networking Continental Breakfast Buffet (BADGE REQUIRED FOR ENTRY)

7:30 am - 10:30 am Conference Check-in @ the Registration Desk

8:30 am - 8:55 am NPFLRA Business Meeting Sean Robinson, NPFLRA President

9:00 am - 10:15 am Plenary Session

P4 Violence in the Workplace Kathleen McComber, Assistant Vice Chancellor for HR - University of Arkansas for Medical Sciences / Little Rock, AR

This presentation will examine workplace violence statistics and provide real tools to implement a workplace violence prevention program, company policy and training on warning signs for employees and managers. The session will provide key steps and resources for any organization and human resources. Kathleen will share her personal experience with a violence in the workplace tragedy at her company and the lessons she learned.

10:35 am - 11:50 am Concurrent Sessions

C21 NLRB Impact on the Public Sector Jeff Jacobs, Attorney - Wilkerson & Hegna / Edina, MN

This is something of a ground-breaking and different topic. Even though what the NLRB does, does not impact the public sector directly, its decisions can and often do percolate over into the public sector. Many states' public sector laws are based on and borrow language from federal law so it can be important to know what the NLRB is up to, and what arguments employees and unions might make. This discussion will focus on a few such decisions and rulings on things like social media policies, use of e-mail, witness statements, and unfair labor practices.

C22 Avoiding Litigation Land Mines John Dickinson, Senior Partner - Constangy, Brooks, Smith & Prophete, LLP / Jacksonville, FL

Employee-related litigation continues to rise, and the cost to settle employment lawsuits has grown significantly over the past 5 years. This session will explore the 20 most common mistakes employers make that cause or exacerbates such lawsuits. These mistakes have been sifted from hundreds of lawsuits which have been filed against employers. Session participants will hear recommendations and tips on recognizing and avoiding each of the common mistakes.

Over 600,000 visitors tour Graceland each year. You can be one of them! Join us for dinner and a tour of the home Elvis purchased for his mom in 1957. Your ticket is included with full ATC registration (RSVP required). Guest tickets are available for separate purchase.

Graceland is listed in the American National Register of Historic Places.

Find out more at www.graceland.com



#NPELRAduck

Throughout the conference, send your pictures, thoughts, and general comments to Twitter using the hashtag #NPELRAduck.

Tag us in your Facebook and Instagram posts too!

C23 Workplace Policies *Amber Cox, Partner - Laner Muchin, Ltd. / Chicago, IL*

Attendees will receive a refresher on the importance of workplace policies. This session will address the reasons such policies are important and how often such policies should be updated. Often, employees acknowledge receipt of such policies without even reading them. We will discuss what to do in the face of an employee claim that they did not understand the policy or that no one reviewed it with them. We will also cover the importance of administering policies consistently and evenhandedly.

C24 The Basics of Contract Costing *Mike Suppan, HR Manager - City of Park Ridge, IL and Patrick Glynn, Senior Consultant - Carlson Dettmann Consulting / Middleton, WI*

This session will introduce you to the various costs of Union proposals, including salary and benefit items on a basic level. Examples of ways to reduce salary costs will be shown and the session will explore the concept of roll up cost and salary compounding. Helpful negotiating tips will be included and attendees will leave with a basic understanding of costing a proposal from the union.

C25 Mind Your Manners: A Practical, Strategic & Legal Primer on Bargaining Table Behavior to Master or Avoid *Michael Bates, LR Consultant - Bates Consulting / Tulsa, OK and Rod Younker, Member - Summit Law Firm / Seattle, WA and Brent Long, Sr. LR Analyst - Pierce County / Tacoma, WA*

As is true at a fine dinner party, collective bargaining has an etiquette of its own. This session will explore the "table manners" of collective bargaining, focusing on the practical, strategic and legal dimensions of parties' behavior at and away from the table. The three presenters will share their hard-won advice and experience in an interactive discussion of what works, what does not, and what must be avoided or prohibited at the bargaining table.

12:00 pm - 1:00 pm NPELRA Foundation Luncheon and Raffle

Join us for lunch to hear about all the Foundation has accomplished and learn who the deserving scholarship winners are for the year 2015. Contributors to the foundation will also have the opportunity to win valuable prizes generously donated by State PELRAs. Lunch is open to all NPELRA registered attendees, speakers, and sponsors. **(BADGE REQUIRED FOR ENTRY)**

1:15 pm - 2:30 pm Concurrent Sessions

C26 Top Labor Relations Issues in 2016 and Beyond *Robert Smith, Partner - Clark Baird Smith LLP / Rosemont, IL (Diamond Sponsor)*

Bob Smith, a partner with Clark Baird Smith LLP and General Counsel for the Illinois Public Employer Labor Relations Association, will discuss the top labor relations issues for public employers to consider in 2016 and beyond, including recent settlement trends, key contract clauses for volatile economic times, outsourcing and managed competition, impasse dispute resolution (including interest arbitration), the future of fair share and many other timely labor relations topics. Bob will offer his suggestions on how public employers can prepare for coming challenges.

C27 Social Media and the First Amendment - Can They Really Say That? *Marc Fishel, Partner - Fishel Hass Kim Albrecht LLP / Columbus, OH*

Most of us have become used to the various forms of social media in our work and private lives but the technology is always changing. Employers need to have policies that address the parameters of employees' use of social media both on and off duty. Public employers' policies are restricted by various Constitutional limitations, including the First and Fourth Amendments. This presentation will focus on the First Amendment limitations when enacting and enforcing rules concerning the use of social media. Case law and practical implications will be presented with respect to rights of free speech and association as well as religious freedom guaranteed by the First Amendment.

C28 Rockin' Retirement: Employer Responsibility in DC Plans *Wendy Carter, VP, Defined Contribution Director - Segal Consulting / Washington, DC (Silver Sponsor)*

Defined contribution (DC) plans play an increasingly important role in creating retirement income for public sector employees as they prepare for a financially secure retirement. This session will review the fiduciary responsibilities that employers have when sponsoring a DC plan; how to approach plan governance; the legislative and regulatory environment; DC plan design trends; contribution structures for voluntary and non-elective plans; how to measure "retirement readiness"; communication and investment challenges; and best practice guidance will be presented.

C29 Labor Relations Improv *Mike Crotty, Director of Human Resources - Village of Wheeling / Wheeling, IL*

Improv comedy would seem to have little to do with what we do as negotiators and HR professionals. But in this fun session, you'll likely be surprised how closely these Improv principles match the skills needed to do our work. We will cover the importance of things like character, teamwork, relationships, and intention. How do these play out on a stage? How can their absence hurt us in our work?

C30 "Crisis" Negotiations: Communication and De-escalation Skills for Public Entities *Wayne Spees, Baron Center / Carlsbad, CA (Gold Sponsor)*

Dealing with people in crisis can be challenging for even the most experienced manager. When people are involved in a highly emotional situations they often lose the coping skills that get us through each day. If you had to terminate an aggressive employee or deal with a hostile customer, would you know how to prepare for that encounter? Generally the higher a person's emotional state the lower their ability for rational thought/behavior. In some cases our go to skills are counter-productive to the De-escalation of a situation.

2:50 pm - 4:05 pm Plenary Session

P5 Legal Update: You Be the Judge *Ken Weinstock, Partner - Kainen, Escalera & McHale PC / Hartford, CT*

A new twist on the annual legal update. The facts from decisions in the last year that impact the workplace will be presented. Attendees will apply their knowledge and experience, discuss and decide the outcome of the case. See if you reach the same outcome as the courts.

8:00 am - 4:00 pm Academy II - The Grievance Arbitration Process

Experience a thorough grounding in the role of arbitration in union-management relations from the perspectives of: the practitioner, the arbitrator and the advocate. Workshops address responding to grievances, the rules of contract construction and how and when to raise arbitrability. **(Separate registration is required. \$299 Members / \$399 Non-Members)**

9:00 am - 11:00 am CLRP® Exam

Exam will be available to applicants that have completed Academy I, II, and III. **(Separate registration is required. \$50 Members / \$250 Non-Members)**

Explore Memphis!

Food Finder



Memphis may be known as the “Home of the Blues,” and the “Birthplace of Rock ‘n Roll,” but the city has another, tastier feather in its cap: “Barbecued Pork Capital of the World.” Die-hard barbecue fans and local foodies know this city cooks up some of America’s best barbecue, ranking as home to one of America’s most famed styles, alongside Kansas City, Texas and Carolina-style fare. What makes Memphis’ style unique is its penchant for pork products (ribs, shoulders, tips, the whole gamut!), and slow cooking the meat in a pit, known as “pit barbecue.” Some known favorites include Central BBQ, Charlie Vergos’ Rendezvous, Leonard’s Pit Barbecue, Cozy Corner Restaurant, and Tops Bar-B-Q.

Nightlife Seeker



There is little differentiation between bars and club in Memphis, as practically every venue has live music at least a couple of nights a week. Beale Street is the hub of activity and is lined with clubs that stay open until the early hours. B.B. King’s Blues Club is a great place to start before venturing out to other clubs and venues on the strip. As one might expect, Memphis boasts a thriving local music scene that goes far beyond the blues.

Music Lover



Memphis is a pilgrimage for those wanting to visit the birthplace of the blues, soul, and rock ‘n’ roll. On Beale Street, W.C. Handy put the first written blues music on paper. Elvis, Roy Orbison, Jerry Lee Lewis and Johnny Cash all recorded at the historic Sun Records, which is now a museum. Graceland, the second most-visited home in America, welcomes visitors from around the world who yearn for a peek into the life of “the King.”

Nature Enthusiast



The Memphis Zoo is consistently rated one of the top zoos in the country, both for its breadth of exhibits in an easy-to-navigate layout, and for the sheer fact that one can get pretty close to the animals in almost every habitat. Close to the Memphis suburb of Germantown, the Wolf River Nature Area offers nature trails lined with shady trees, a turtle station, butterfly gardens and tons of information on local wildlife. The area is over 7,284 hectares (18,000 acres) in size, and is located on Wolf River Boulevard.

History Buff



The story of America’s musical capital is entwined with the history of the South – slavery and plantations, the American Civil War, the Civil Rights Movement. The city witnessed the assassination of Dr. Martin Luther King, but also desegregation and the launching of black music onto the world stage. If you only have time for one sight in Memphis, make it the National Civil Rights Museum in the old Lorraine Motel, where Dr. Martin Luther King was assassinated in 1968.



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For more information about Segal's services, please contact:

Ruth Donahue
rdonahue@segalco.com
312.984.8586



What can you get for a dollar?

Well, if you are one of the lucky ones, your NPELRA Foundation raffle ticket could get you jewelry, a one-of-a-kind signed comic strip, a gift basket, a \$50 gift card, or much, much more. Plan now to purchase your raffle tickets in Memphis, and drop by the Foundation raffle table to see what you might walk away with! All proceeds go to the NPELRA Foundation Scholarship fund!



Schedule Overview

Sunday – April 17, 2016

7:00am - 3:00pm	NPELRA's Annual Golf Tournament
8:00am - 4:00pm	Academy I
12:30pm - 4:00pm	Conference Check-in
12:30pm - 4:00pm	Tech Central: Got Questions?
1:00pm - 4:00pm	Pre-Conference Workshop
4:30pm - 5:30pm	First Timers' Reception
5:30pm - 7:00pm	Welcome Reception

Monday – April 18, 2016

7:30am - 8:30am	Networking Continental Breakfast
7:30am - 4:00pm	Conference Check-in
7:30am - 4:00pm	Technology & Exhibit Area
8:30am - 9:00am	President's Welcome
9:00am - 10:15am	Plenary Session
9:30am - 10:30am	Continental Breakfast for All Registered Guests
10:15am - 10:35am	Break / Tech Central
10:35am - 11:50am	Concurrent Sessions
12:00pm - 1:15pm	Robin Hall Memorial Annual Awards Luncheon
1:30pm - 2:45pm	Concurrent Sessions
2:45pm - 3:05pm	Break
3:05pm - 4:20pm	Plenary Session
4:30pm - 5:30pm	Reception for Sponsors
5:30pm - 7:30pm	State PELRA Reception

Tuesday – April 19, 2016

6:45am - 7:30am	Yoga
7:00am - 8:00am	Networking Continental Breakfast
7:00am - 4:00pm	Conference Check-in
7:00am - 4:00pm	Technology & Exhibit Area
8:00am - 9:15am	Plenary Session
9:15am - 9:35am	Break
9:35am - 11:50am	Workshops
12:00pm - 1:00pm	Lunch on Your Own
12:00pm - 1:00pm	State Presidents' Lunch Meeting
1:15pm - 2:30pm	Concurrent Sessions
2:30pm - 2:50pm	Break - Sponsors' Drawing
2:50pm - 4:05pm	Concurrent Sessions
6:30pm - 9:30pm	Tuesday Night Celebration: Graceland

Wednesday – April 20, 2016

7:00am - 8:00am	NPELRA Walk & Run
7:00am - 8:00am	NPELRA Past Presidents' Breakfast
7:30am - 8:30am	Networking Continental Breakfast
7:30am - 10:30am	Conference Check-in
8:30am - 8:55am	NPELRA Business Meeting
9:00am - 10:15am	Plenary Session
10:15am - 10:35am	Break
10:35am - 11:50am	Concurrent Sessions
12:00pm - 1:00pm	NPELRA Foundation Luncheon & Raffle
1:15pm - 2:30pm	Concurrent Sessions
2:30pm - 2:50pm	Break
2:50pm - 4:05pm	Plenary Session

Thursday – April 21, 2016

8:00am - 4:00pm	Academy II
9:00am - 11:00am	CLRP® Exam

Conference schedule is subject to change without notice. Please visit www.npelra.org/ATC for the most up-to-date information.

DON'T MISS OUT.
REGISTER TODAY.

GO TO WWW.NPELRA.ORG/ATCREGISTRATION

Members can save up to \$330 - sign up before January 15, 2016

CONFERENCE FEES:

- Sunday (evening), April 17 - Wednesday, April 20
- Member Rates:
- \$569.00 - Early Bird rate (through 1-15-16)
 - \$639.00 - Regular rate (1-16-16 through 3-25-16)
 - \$719.00 - Late rate (on or after 3-26-16)
- Non-Member Rate:
- \$899.00
- One-Day registration:
- Member: \$289.00 (each day)
 - Non-Member: \$459.00 (each day)

- Labor Relations Academies (for each Academy):
- Member: \$299
 - Non-Member: \$399

- Pre-Conference Workshop:
- Member or Non-Member: \$99

- CLRP® Exam:
- Member: \$50
 - Non-Member: \$250

- Additional Guest Tickets - Social Events
- Welcome Reception \$40 (\$59 if purchased after 3-26)
 - Graceland Event \$90 (\$108 if purchased after 3-26)

- Golf Tournament
- Member or Non-Member: \$85

THE PEABODY MEMPHIS

149 Union Avenue, Memphis, TN 38103
901.529.4000

The Peabody has set aside a limited block of rooms for NPELRA conference attendees at a special rate of \$199 (+ tax) per night (single/double).

The special rate is in effect until March 25, 2016 or until the room block has reached capacity. Book early!

National Public Employer
Labor Relations Association
1012 South Coast Highway, Suite M
Oceanside, CA 92054

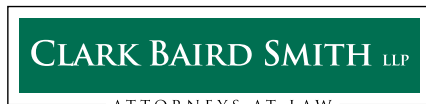
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Increase your organization's visibility in a cost-effective way by becoming a sponsor at a level that's right for you. All sponsorships support the conference and the work of the National Public Employer Labor Relations Association (NPELRA). Sponsorships are still available and those received by February 1, 2016 will be acknowledged in the conference attendee badge book and onsite signage at the conference.

Contact Janessa Stephens for more information at
760.433.1686 or janessa@npelra.org

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SILVER LEVEL



BRONZE LEVEL



Save The Date! 2017 Annual Training Conference
Long Beach, CA April 23 - 27



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Authorization to Travel Out of State

SOURCE: Community Development

COMMENT: The International Council of Shopping Centers (ICSC) will be hosting their annual conference in Las Vegas, Nevada, May 22-25, 2016. Staff last attended the ICSC annual conference in 2015. During the 2015 conference, staff met with retailers, brokers, and developers representing several companies to discuss opportunities in Porterville.

Staff continues to communicate with the contacts made at ICSC conferences to promote Porterville and encourage retailers to locate in our community. Retail contacts at past ICSC conferences have included Panera, Wingstop, Kohls, Marshalls, Famous Footwear, Rue 21, Dollar General, and Family Dollar, all of which have located in Porterville. With the development that is taking place throughout the city, staff would like to continue the marketing efforts by attending the 2016 ICSC conference.

The cost for the trip for two staff is estimated to be \$2,400 and funding is available in the Economic Development budget.

RECOMMENDATION: That the City Council approve travel to Las Vegas, Nevada, for the purpose of attending the International Council of Shopping Centers conference.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Approval for Community Civic Event - Boys and Girls Club - Love Our Kids 5K Fun Run - February 13, 2016

SOURCE: Finance

COMMENT: The Boys and Girls Club is requesting approval to hold a 5K run at the Porterville Sports Complex on Saturday, February 13, 2016, from 9:30 a.m. to 1:00 p.m. The run will encompass the fence line of the Porterville Sports Complex. This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended.

The application has been routed according to the ordinance and regulations and reviewed by all the departments involved. All requirements are listed on the attached copy of the Application, Agreement, and Exhibit A.

RECOMMENDATION: That the City Council approve the Community Civic Event Application and Agreement from the Boys and Girls Club, subject to the Restrictions and Requirements contained in the Application, Agreement, and Exhibit A of the Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Map, Amplifier Permit and Insurance Certificate

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

fin-pur@ci.porterville.ca.us

782-7451(p)

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: 11/30/15 Event date: 2/13/16
Event time: run starts @ 9:30 am
Name of Event: Love Our Kids 5K Fun Run

Sponsoring organization: Boys & Girls Club Phone # 582-4074
Address: 1003 San Juan Ave. Exeter 93221
Authorized representative: Adele Sanchez Phone # 306-7661
Address: PO Box 610 Strathmore, Ca. 93267
Event chairperson: Gail Grasmick Phone # 361-9321
19960 Rd. 232 Strathmore
Location of event Porterville Sports Complex
(Location map must be attached)
Type of event: 5K Fun Run

Non-profit organization status: BL# 004524 (501C)
(IRS Determination)

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

Parks facility application required: paid Yes ✓ 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/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

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

[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.**

n/a 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.

n/a 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.

Boys & Girls Club of

(Name of Organization)

Strathmore

[Signature]

(Signature)

11/30/2015

(Date)

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

Location: Porterville Sports Complex Event date: 2/13/16 Event time: 1:00 pm ^{registration 8:30 am}

[illegible]

3 of 4

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

Event date: 2/13/2016 Hours: 930am

REQUIREMENTS FOR COMMUNITY CIVIC EVENT
BOYS AND GIRLS CLUB OF STRATHMORE
LOVE OUR KIDS 5K FUN RUN
FEBRUARY 13, 2016

Finance Director:
M. Bemis

Public Works Director, Acting:
M. Reed

Community Development Manager: No comments.
J. Phillips

Field Services Manager: No comments.
B. Styles

Fire Chief: No comments.
G. Irish

Parks and Leisure Services Director: Vehicles to remain off the grass
D. Moore

Police Lieutenant: No comments.
C. Contreras

Administrative Services Director: See Exhibit A, page 2. Parents of
P. Hildreth minor participants must sign waiver
to participate.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Boys and Girls Club of Strathmore
Event: Love our Kids 5K Fun Run
Event Chairman: Gail Grasmick
Location: Sports Complex
Date of Event: February 13, 2016
Time of Event: 9:30 a.m. to 1:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

11/30/2015 11:04 5595681300

CENTRAL VALLEY A/T

PAGE 02/05

01/07/2015 05:25 5595681300

CENTRAL VALLEY A/T

PAGE 06/09

porterville sports complex near Porterville, CA on Yahoo Maps, Dri... <https://maps.yahoo.com/obp/businesscs/?lat=36.03475018833842&...>

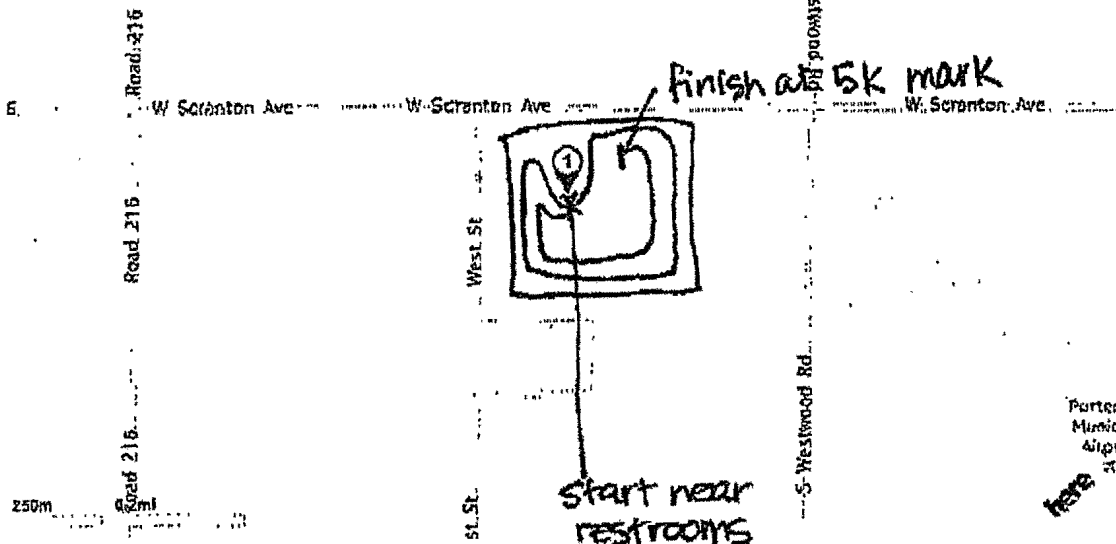
YAHOO!
MAPS

porterville sports complex near Porterville, CA

Enter notes here

255

Satellite



1. Porterville Sports Complex
2701 W Scranton Ave. Porterville, CA 93257
(559) 791-7695

* Everything inside the complex

When using any driving directions or map, it is a good idea to double check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

using same route as 2015 Love Our Kids 5K Fun Run

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



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

- 1 Name and home address of the applicant: Boys & Girls Club of the Sequoias (Strathmore)
1003 San Juan Ave, Exeter
- 2 Address where amplification equipment is to be used: Porterville Sports Complex
- 3 Names and addresses of all persons who will use or operate the amplification equipment: undecided as of
today
- 4 Type of event for which amplification equipment will be used: 5K Fun Run
- 5 Dates and hours of operation of amplification equipment: 9am - 12:00 pm
- 6 A general description of the sound amplifying equipment to be used: PA system to announce race
and winners

Section 18-9

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

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

(Ord. Code § 5311)

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 § 5312)

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

11/30/2015
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

12-11-15
Date



CERTIFICATE OF LIABILITY INSURANCE

BOYSG-1

OP ID: J5

DATE (MM/DD/YYYY)

11/30/2015

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 BUCKMAN MITCHELL, INC. P.O. BOX 629 500 North Santa Fe Street VISALIA, CA 93279 Kelli Sutton, CIC, AIS		CONTACT NAME: Jennifer Robbins, CISR, AIS PHONE (A/C, No, Ext): 559-733-1181 FAX (A/C, No): 559-738-5517 E-MAIL ADDRESS: JenniferR@bminc.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Nonprofits' Ins. Alliance	11384
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED	Boys & Girls Clubs of Tulare County, Inc. dba Boys & Girls Clubs of the Sequoias Galen Quenzer 1003 San Juan Ave Exeter, CA 93221
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		201507045NPO	04/15/2015	04/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000
A	☒ Soc Serv Prof Lia						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Benef \$ 1,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					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)

Love Our Kids Fun Run held February 13, 2016 at Porterville Sports Complex.
City of Porterville and Successor Agency to the Porterville Redevelopment Agency are named Additional Insured as respects General Liability per attached Form NIAC E61 02-13 and Fundraiser Endorsement Form NIAC E70 07-13, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville & Successor Agcy to the Porterville Redevelopment Agcy 291 North Main Street Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jennifer Robbins</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNDRAISER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury," "property damage," or "personal and advertising injury" arising out of a "fundraiser." Except for a "fundraiser" that is specifically scheduled on the policy to which this endorsement is included, this insurance does not apply to liability arising out of a "fundraiser" which involves, directly or indirectly, any of the following:

- Any event with more than 500 people present at any one time
- Aircraft
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests
- Carnivals, circuses, fairs or festivals
- Motorized vehicle events (including, but not limited to, auto rallies, ATV off-roading, motorcycle runs, snowmobiles, tractor pulls)
- Firearms or weapons
- Fireworks
- Home or garden tours
- Flea markets or swap meets
- Parades
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Approval of City Concession Licenses

SOURCE: Parks and Leisure Services

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.

Four youth sport organizations submitted a request to obtain a concession license for the upcoming seasons. The organizations are the American Youth Soccer Organization (AYSO), Porterville Youth Soccer League (PYSL), South Valley Chivas Academy (SVCA), and Porterville Bobby Sox (PBS).

On January 7, 2016, at the Parks and Leisure Services Commission meeting, the Commission recommended awarding AYSO the 2016 spring and fall licenses at the Sports Complex, and PBS the 2016 spring Hayes Field license. The recommendation was based on such factors as whether or not an organization was in attendance, if they were interested in a certain season, which organizations were granted a license in the past five years, and whether or not organizations had fulfilled past license obligations. SVCA was not in attendance and had delinquent payments the past year. PYSL respectfully declined the Commission's recommendation for the spring license at the Sports Complex.

The current fee for concession building usage is \$6.60 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 sales, are due by the 15th day of each month.

RECOMMENDATION: That the City Council approve the concession licenses with American Youth Soccer Organization and Porterville Bobby Sox, and authorize and direct the Mayor to execute the same.

ATTACHMENTS:

1. AYSO Concession License
2. PBS Concession License

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

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, for a term commencing February 1, 2016, and ending December 31, 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, but 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 \$6.60 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 19th day of January, 2016.

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 Bobby Sox (PBS), 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 February 1, 2016, and ending July 31, 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 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, but 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 \$6.60 per hour for the use of the concession building by the 15th of each month. The payment will be made by PBS. 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 19th day of January, 2016.

CITY OF PORTERVILLE

PORTERVILLE BOBBY SOX

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 COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Consideration of Revocation of Business License - Asian Relaxing Station, 870 W. Henderson Avenue, Porterville

SOURCE: City Attorney

COMMENT: The purpose of this item is to consider whether the business license for Asian Relaxing Station, located at 870 W. Henderson Avenue, held by Mei Guo, should be revoked. This hearing was continued from December 1, 2015, so that Mei Guo and her attorney could receive additional information available through the separate criminal process.

Businesses in the city of Porterville are required to obtain a business license pursuant to Chapter 15 of the Municipal Code. Pursuant to Section 15-12, “The City Council reserves the right to revoke the license granted any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been, carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city.”

On September 29, 2015, a police investigation of Asian Relaxing Station led to the arrest of Mei Guo for prostitution. Mei Guo holds the business license and a CAMT license. Criminal charges were filed on or about November 19, 2015, and the business license holder was arraigned on or about January 4, 2016. This office has reviewed the police reports associated with the incident and has listened to the audio recording of the incident as well as the police interview with the license holder, and believes this information has been made available to her via the criminal process. Based on this office’s review, it is this office's opinion the audio recordings are consistent with the police reports and indicate that a crime occurred, and that, notwithstanding whether a crime occurred, immoral conduct also occurred.

Shortly before the agenda deadline, the business license holder's attorney contacted the City Attorney's office providing that his client intends to sell her business and may terminate/relinquish her business license prior to the hearing. This action would render this proceeding moot. He has been informed that that the current moratorium would for the time being preclude a new license/owner at that location, but that any new owner could apply under the new requirements once the massage business ordinance goes into effect. As of the completion of this report, the City had not received written notice of termination or relinquishment of the business license, but supplemental information will be

provided if this occurs.

The City recommends that the City Council hold the public hearing and consider the information in this report, any testimony provided by the business license holder, testimony and information provided by the City, and any other relevant information presented, and determine whether to revoke the Asian Relaxing Station business license. This office shall have the police reports and audio recordings available to the City Council if necessary, as well as the officers that were involved. (Note that the reports and recordings are graphic in nature.)

RECOMMENDATION: That the City Council:

- 1) Hold the hearing to consider the revocation of the business license for Asian Relaxing Station and Mei Guo, located at 870 W. Henderson Avenue; and
- 2) Take action to revoke the business license and approve the attached draft Resolution.

ATTACHMENTS:

1. Business License information, written communications between the City and Mei Guo's attorney, and crime/incident report
2. Draft Resolution
3. Supplemental Report

Appropriated/Funded: MB

Review By:

Department Director:

Julia Lew, City Attorney

Final Approver: John Lollis, City Manager

NANCY A. JENNER
JULIA M. LEW
CHAD M. LEW

LAW OFFICES OF
MCCORMICK KABOT JENNER & LEW
A PROFESSIONAL CORPORATION
4010 SOUTH DEMAREE STREET
VISALIA, CALIFORNIA 93277

TELEPHONE
(559) 734-6729

MATTHEW C. PIERCE

FACSIMILE
(559) 734-8762

S.L. KABOT, of Counsel
WALTER McCORMICK (1926 - 2005)

INTERNET
WWW.MKJW.COM

October 27, 2015

Mei Guo
[REDACTED]
[REDACTED]

Asian Relaxing Station
870 W. Henderson
Porterville, California 93257

Re: City of Porterville Business License Revocation Hearing – Asian Relaxing Station, 870 W. Henderson, Porterville

Dear Ms. Guo:

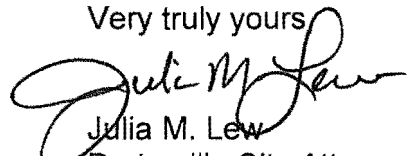
Enclosed please find the documentation the City of Porterville intends to rely on at the Business License Revocation Hearing to be held on November 3, 2015, that it currently has in its possession.

The documentation includes the business license information the City has on file concerning your business. The City located a CAMT licenses for you, but it is not shown to go into effect until November 22, 2015. Also included is a summary of the crime reports from the incident, as required by the California Public Records Act. [See Government Code Section 6254(f).] The actual investigative reports are exempt from disclosure under the Act. It is my understanding that the case is under review for potential prosecution.

The agenda item and staff report will be available via the City's website after 5:00 p.m. on Thursday, October 28th.

Thank you.

Very truly yours,


Julia M. Lew
Porterville City Attorney

encl

cc: John Lollis, City Manager

ltasianrelaxingmassage102715.docx



CITY OF PORTERVILLE
291 N. MAIN ST., PORTERVILLE, CA. 93257
(559) 782-7457

NEW OWNER *EFF Jan 1*

DUE	PAST DUE
For <i>11/15</i> Beginning	<i>4/30/15</i> Ending
Temporary License For:	
Day(s) From	Thru

Application for City Business License

Took over REV. bus.

FEE MUST ACCOMPANY APPLICATION

Allow 10 to 21 days for necessary inspections and approvals. Licensee is responsible for compliance with all ordinances of the City of Porterville i.e. Fire, Health, Building and Zoning Codes

☐ RENEWAL ☒ NEW ☒ OWNERSHIP CHANGE ☐ ADDRESS CHANGE ☐ NAME CHANGE

LICENSE NO. TAX NO. CA. LIC.

BUSINESS NAME *Asian Relaxing Station*

BUSINESS ADDRESS *870 W. Henderson*
Porterville, CA 93257

MAILING ADDRESS *870 W. Henderson*
Porterville, CA 93257

FAX # *(559) 788-2877*

EMAIL ADDRESS

BUSINESS PHONE NO. *(559) 788-2877*

PLEASE INDICATE OWNERSHIP STATUS: ☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ NON-PROFIT

List owners, partners, or officers Title SS# Residence Address City Zip Residence Phone

Mei Guo *Mei Guo* *[Redacted]* *[Redacted]* *[Redacted]* *[Redacted]*

DESCRIPTION OF BUSINESS (give details)

Massage

☐ Yes ☒ No Amusement Devices on Premises? Number

☐ Yes ☒ No Coin Operated Machines Number

Provide separate list (name, address, phone if owned and operated by vending company).

Do you store hazardous or flammable materials? ☐ Yes ☒ No

If so, list type and quantity.

① Contact person's *Meihua Xu* 559 719 0039
② *Chung Jess* 559 803 2989

IMPORTANT READ AND SIGN BELOW -- RETURN WITH FEE. VALIDATED LICENSE WILL BE MAILED TO YOU

FROM	TO	FEE	FROM	TO	FEE
.01	25,000.00	25.00	200,000.01	300,000.00	135.00
25,000.01	50,000.00	47.50	300,000.01	400,000.00	160.00
50,000.01	75,000.00	65.00	400,000.01	600,000.00	185.00
75,000.01	100,000.00	80.00	600,000.01	800,000.00	210.00
100,000.01	150,000.00	95.00	800,000.01	1,000,000.00	235.00
150,000.01	200,000.00	110.00	1,000,000.01	AND OVER	260.00

State Mandated Tax SB1186 Add \$1.00

Estimate GROSS RECEIPTS: *\$24,000* 12/31/2014

FEES DUE: \$

REFUNDS for overpayment must be requested in writing within six months of payment date.
PAST DUE - Cumulative penalty of 25% per month will be added to fee

I certify the above information is correct. (make any corrections as needed.)

Signed by *Mei Guo* Office/Title *12/8/14* Application Date *Owner*

ALL BUSINESS SIGNS WITHIN THE CITY LIMITS MUST BE APPROVED BY THE PLANNING DEPARTMENT.

NOTE: Additional City permits may be necessary before the owner can commence business.

Approved Date

FOR OFFICE USE ONLY

1-6 *Send and Copy to Build.* Date *1/6*

3. Building *1/6*

4. Fire *12/2014*

5. Police *FYI*

6. Planning *12/2014*

REQUIREMENTS/CONDITIONS

AMOUNT PAID	DATE ISSUED	BY	SIC#	SCHEDULE	DT BUSINESS DISCONTINUED	LICENSE NUMBER
				T2	<i>812194</i>	<i>02693</i>

Notify City if you change your business address, name, ownership, nature of business, or if you are no longer doing business in Porterville.

PLEASE RETURN ALL COPIES

CRIME REPORT(s) SUMMARY – GUO, MEI

Date and Time of Occurrence: 09/29/15, 14:50 hours

Location of Occurrence: 870 W. Henderson Street, Porterville CA 93257

Time and Nature of Response:

Undercover operation conducted with Porterville Police Department in response to receipt of information concerning possible prostitution occurring at the business.

Date of Report(s): 09/30/15

Arrestee Information:

Guo, Mei, Sex –F, height 5’4”, weight 125, hair black, eyes brown, dob 11/03/69

Factual Circumstances surrounding the crime:

Porterville police officers conducted an undercover operation as a result of receiving a complaint. Per the operation, an undercover officer entered the business equipped with a discreet audio device and requested and began receiving a massage. Guo engaged in specific actions and communications that led the undercover officer to form an opinion that the crime of prostitution was being initiated, and she was arrested by the assisting detectives.

Arrest/Booking/Release Information:

Guo was booked and then released based on her execution of an Agreement to Appear.

Julia M. Lew

From: Julia M. Lew [jmlew@mkjw.com]
Sent: Wednesday, January 13, 2016 6:02 PM
To: 'Robert Ross'
Subject: RE: Administrative Hearing re Business License Revocation - Asian Relaxing Station/Mei Guo

I don't recall that we discussed that she was considering this option, and as you know our communications have been limited at this point. Perhaps you had that discussion with Ms. Serrano?

Section 15-16 of the Municipal Code provides that no business license is transferable, so a new business license would be required for the new owner. The City currently has a moratorium in place on any new massage businesses, and the sale of the business/placement under new ownership qualifies as a new business. The moratorium has been in place since October 6, 2015. However, this moratorium is only in place until the City's new massage ordinance goes into effect on February 18, 2016. The new owner must then apply for a registration certificate and meet the requirements of the new Ordinance.

I spoke with City staff and understand that the new owners went to City Hall yesterday. City staff spoke with them, as well as with someone they believed to be the current owner (over the telephone). They provided the above information, along with a copy of the new Ordinance, to the prospective owners.

If your client sends written confirmation to the City's Finance Department that she has in fact closed her business, and the effective date is prior to the day of the hearing, there would be no business license to revoke. (However, if she were to reapply for a City business license, these proceedings and the incident would affect whether she is able to receive a new business license as well as a registration certificate.)

Please let me know at your earliest convenience how you would like to proceed. The staff reports/agenda items must be finalized by tomorrow.

Thank you.

-Julia

Julia M. Lew
City Attorney, Porterville

McCORMICK, KABOT, JENNER & LEW
4010 South Demaree Street
Visalia, CA 93277
Office: (559) 734-6729
Fax: (559) 734-8762

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From: Robert Ross [mailto:rross@khrlaw.com]
Sent: Wednesday, January 13, 2016 3:13 PM
To: Julia M. Lew
Cc: mbinning@lozanosmith.com; phildreth@ci.porterville.ca.us
Subject: Re: Administrative Hearing re Business License Revocation - Asian Relaxing Station/Mei Guo

Dear Ms. Lew:

I received a call yesterday from my client who informed me that she has sold her business and was prepared to surrender her business permit, however, the clerk would not accept it and would not accept an application for a permit to the buyer - although the buyer is the holder of a CAMTC Massage Technician's Certificate.

It is my recollection that when we spoke back in November, it was agreed that my client would be trying to sell her business and surrender her permit to avoid any adverse ruling by the City Council.

Please contact me at your earliest convenience as I had hoped to avoid a trip up to Porterville on the 19th, if possible.

I look forward to hearing from you at your earliest convenience.

Sincerely,

Bob Ross

On Wed, Jan 13, 2016 at 11:48 AM, Julia M. Lew <jmlew@mkjw.com> wrote:

Ms. Binning –

Desiree Serrano provided that you would be filling in as legal counsel for the Porterville City Council during the hearing scheduled for next Tuesday, January 19, at 6:30 p.m.. Patrice Hildreth is your contact at the City, and I copied her on this email, along with Robert Ross, the attorney for the business license holder.

The City's staff report for this agenda item will be available electronically on its website along with the rest of the agenda by tomorrow evening (usually around 5:30 p.m.). If you have any questions, please feel free to contact Patrice or me.

Thank you.

-Julia Lew

Julia M. Lew

City Attorney, Porterville

McCORMICK, KABOT, JENNER & LEW
4010 South Demaree Street
Visalia, CA 93277
Office: (559) 734-6729
Fax: (559) 734-8762

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--

Robert M. Ross, Esq.
Klass, Helman & Ross
16133 Ventura Boulevard, Suite 1145
Encino, California 91436-2424
Tel: (818) 788-7007 x 105
Fax: (818) 990-2399

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RESOLUTION NO.____-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE REVOKING THE BUSINESS LICENSE FOR
ASIAN RELAXING STATION, 870 WEST HENDERSON AVENUE, PORTERVILLE

WHEREAS: All businesses, trades, professions, callings and occupations transacting business in the city of Porterville are required to obtain a business license and comply with Chapter 15 of the Porterville Municipal Code;

WHEREAS: The City of Porterville Municipal Code Section 15-12 provides, “The City Council reserves the right to revoke the license granted any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been, carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city;”

WHEREAS: Consistent with Section 15-12, notice was provided to Asian Relaxing Station, 870 West Henderson Avenue, Porterville, business owner Mei Guo, of a public hearing by the City Council to consider revocation of the business license, noticed for November 3, 2015, and continued to January 19, 2016; and

WHEREAS: The Porterville City Council has held the public hearing and duly received and considered evidence and documentation concerning the business operations of Asian Relaxing Station;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby make the following findings and determines as follows:

1. The Porterville Police Department has received complaints of illicit activities occurring at the business. In September 2015, Mei Guo was arrested for prostitution at the business’s location as a result of investigatory operations by the Police Department, with the arrest also occurring under Mei Guo’s ownership of the business. Illegal activity is not permitted at the business.

2. Criminal charges have been filed concerning the incident, and based on City staff’s review of the incident reports and other available information, it appears that illegal and immoral conduct did occur.

4. Given Nos. 1 and 2 above, the City Council finds that it appears that the business licensed is unlawful, immoral and a menace to the public health, safety, morals, peace and/or general welfare, and/or has been carried on in an illegal or immoral manner, or in such a manner

as to constitute a menace to the health, safety, morals, peace and/or general welfare of the people of the city of Porterville.

5. The City Council hereby revokes the business license for Asian Relaxing Station, 870 West Henderson Avenue, Porterville, owner Mei Guo. Business owner/applicant shall not be eligible for a business license for at least one year, or for the longest duration of time permitted by law, whichever is longer. Business owner/applicant shall be subject to all other applicable regulations and laws should any new applications for City permits and licenses be made.

PASSED, APPROVED, AND ADOPTED this 19th day of January, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA: January 19, 2016

TITLE: SUPPLEMENTAL REPORT regarding Consideration of Revocation of Business License – Asian Relaxing Station, 870 W. Henderson Avenue, Porterville

SOURCE: City Attorney

COMMENT: This is a supplemental report. On January 15, 2016, Mei Guo, the owner and business license holder of Asian Relaxing Station closed her business and terminated her business license with the City. Therefore, there is no longer a license for the Council to consider for revocation. City staff has been informed that the business is possibly in the process of being sold. Any new owner(s) will not be able to obtain a license while the current moratorium is in effect; however if the massage business ordinance is approved for second reading, the new regulations will go into effect on February 18, 2016. At that time any new owners could apply for a registration certificate under those regulations.

RECOMMENDATION: No action required.

ATTACHMENTS: None.



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Minor Conditional Use Permit (PRC 2015-040-C) to Allow the Use of Vape Lounge in Conjunction with Retail Sales for E-Cig Room

SOURCE: Community Development

BACKGROUND:

The City of Porterville requires the review and approval of a Minor Conditional Use Permit to allow smoking establishments in Commercial Districts. Currently, the California Labor Code 6404.5 prohibits the smoking of tobacco products in all enclosed places of employment within the state, with the exception of private smoking lounges and retail or wholesale tobacco shops. From the end of May 2015 through December 30, 2015, the owner of E-Cig Room, Iskander Homran was unknowingly operating the business as a smoking establishment until staff directed the applicant that the use requires approval of a Minor Conditional Use Permit. On December 14, 2015, Mr. Homran submitted the Project Review Committee application for the Minor Conditional Use Permit to allow the use of a vape lounge in conjunction with retail sales.

COMMENT: On December 30, 2015, the Project Review Committee met with the applicant, Mr. Homran, to discuss the project. The site is located at 600 N. Prospect Street, Suite L, within the Prospect Plaza shopping center in the CR zone district. The applicant proposes to expand the use of retail sales to include a vape lounge, which is specifically for electronic cigarettes. Electronic cigarettes, or “vapes,” are battery-operated devices that resemble cigarettes and emit a vapor.

ANALYSIS: The request for a Minor Conditional Use Permit to allow a smoking establishment, or vape lounge, is not projected to cause a negative impact on the surrounding community. Due to the proximity of the residential district, the project is conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, and to prevent the use from becoming a nuisance. Additionally, the project is also being conditioned to adhere to the performance standards identified in Section 306.09 of the Porterville Development Ordinance that states: “No use, process, or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site.” The vape lounge will be exclusively for vape products; no other forms of tobacco consumption is to be permitted and at no time may products containing marijuana compounds or any other controlled substance be used or sold. Furthermore, no tobacco or electronic cigarette advertising shall be displayed or viewed from the outside of the building.

Upon site inspection, staff noted there was a wall sign installed without permits. The applicant confirmed that the contractor did not get the proper permits. This violation will need to be rectified prior to allowing the use. The project will also require the applicant to update their business license to include vape lounge with retail sales, as well as provide the proper licensing from the California State Board of Equalization. The applicant stated that he is the sole employee of E-Cig Room and will work with the City to be compliant with all laws, ordinances and regulations regarding the use of electronic cigarettes. The Police Department has indicated there have not been any service calls to this location. The Police Department also requested the applicant to post a sign that no person under 18 years of age shall be permitted within the vape lounge. All activities associated with the proposed use shall be exclusively confined to the interior of the building.

The site is consistent with the Retail Center zoning and General Plan policies that support commercial centers with a mix of tenants to serve both local and regional needs. Expanding the use of retail sales to include vape lounge will contribute to the mix of services available locally and regionally. The smoking establishment is a permitted use in the CR zone district with approval of a Minor Conditional Use Permit.

ENVIRONMENTAL REVIEW:

On January 6, 2016, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act under Class 1 (Existing Facilities) Section 15301.

RECOMMENDATION: That the City Council adopt the draft resolution approving Minor Conditional Use Permit (PRC 2015-040-C) to allow the use of a vape lounge in conjunction with retail sales for E-Cig Room subject to conditions of approval.

ATTACHMENTS:

1. Locator Map
2. Floor Plan
3. 500 Ft Radius Map
4. Zoning Map
5. General Plan Land Use Map
6. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:

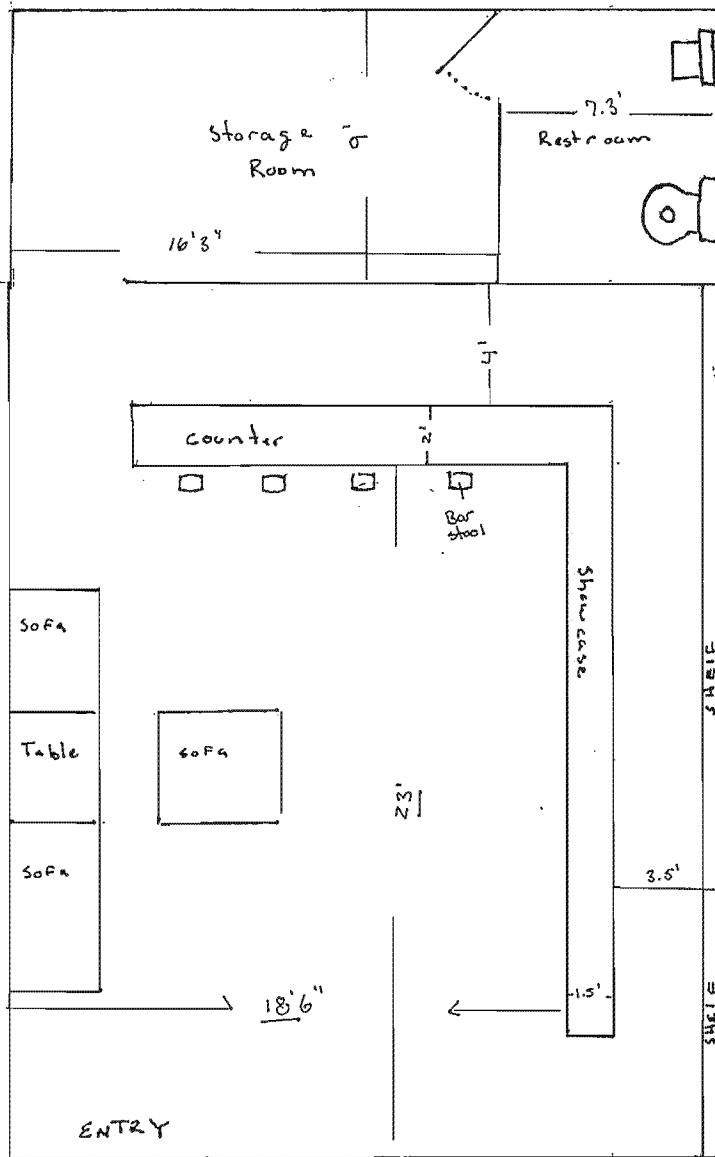
Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

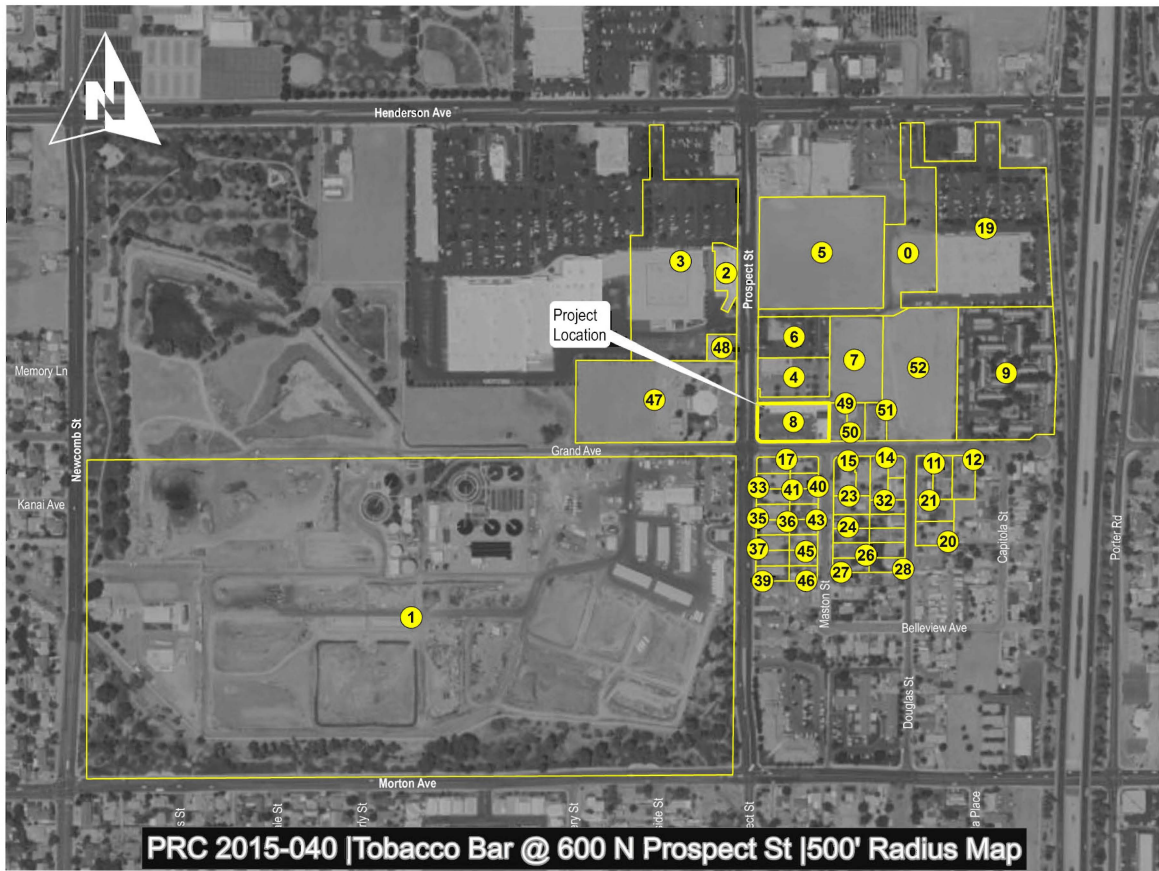


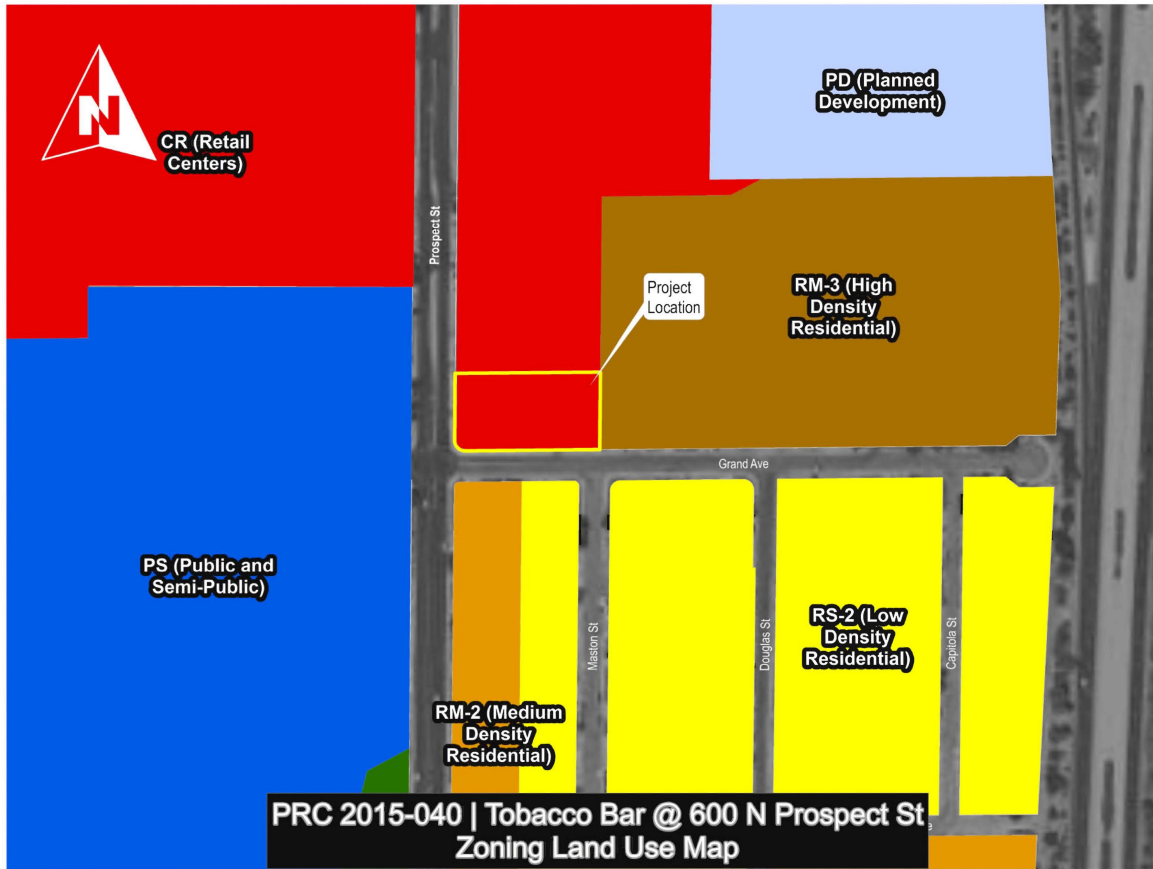
PRC 2015-040 | Tobacco Bar @ 600 N Prospect St
Project Locator Map

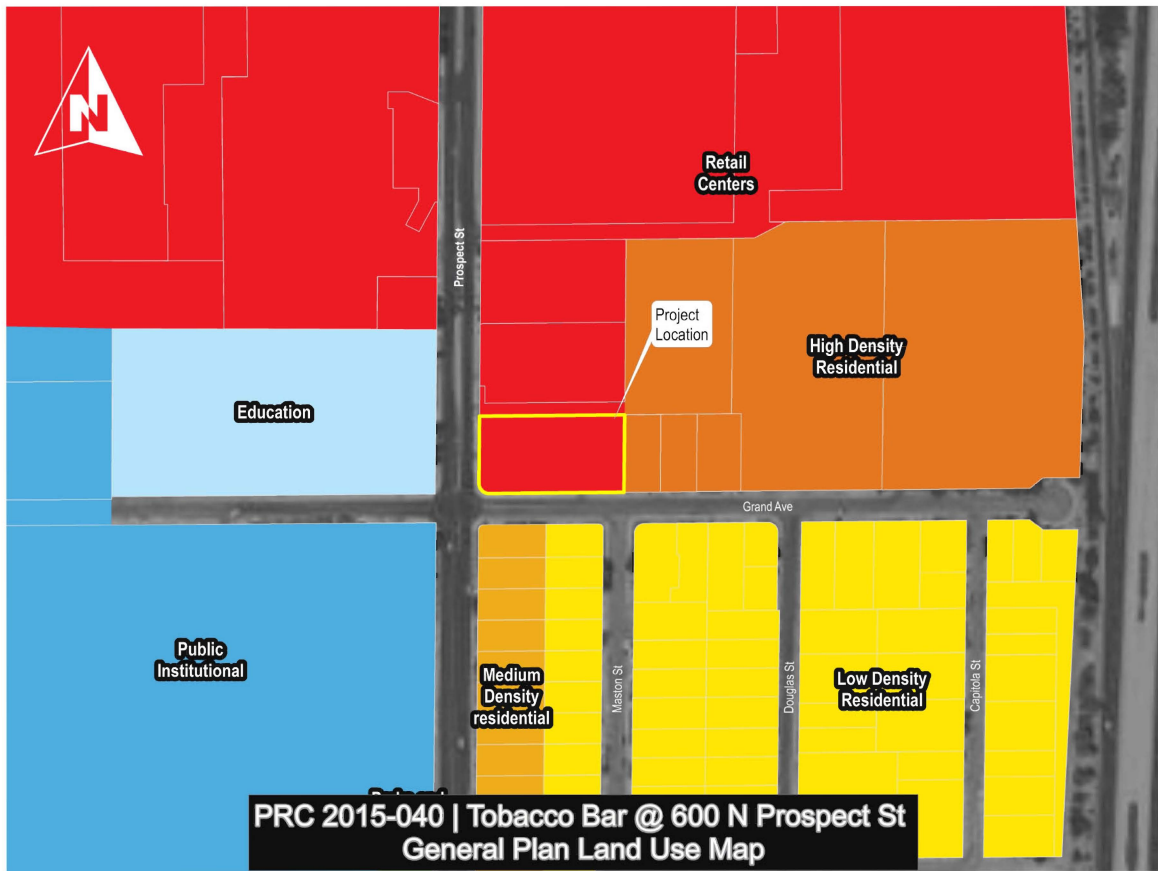
Floor Plan



$$\frac{1}{4}'' = 1'$$







RESOLUTION NO. ____-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF MINOR CONDITIONAL
USE PERMIT (PRC 2015-040-C) TO ALLOW THE USE OF A VAPE LOUNGE WITH
RETAIL SALES FOR E-CIG ROOM AT 600 N. PROSPECT STREET, SUITE L

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of January 19, 2016, conducted a public hearing to consider Minor Conditional Use Permit (PRC 2015-040-C) to allow the use of a vape lounge with retail sales at 600 N. Prospect Street, Suite L; and

WHEREAS: The State of California has exempted private smoking lounges and retail or wholesale tobacco shops from Labor Code Section 6404.5, places of employment; and

WHEREAS: The City Council of the City of Porterville requires the review and approval of a Minor Conditional Use Permit to allow smoking establishments in Commercial Districts; and

WHEREAS: On January 6, 2016, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act, per §15301, Class 1, Existing Facilities; and

WHEREAS: The City Council received testimony from all interested parties relative to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. 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.

The subject site is consistent with the Retail Center zoning district and General Plan policies that support commercial centers with a mix of tenants to serve both local and regional needs. Expanding the use of retail sales to include a vape lounge will contribute to the mix of services available locally and regionally. The proposed vape lounge with retail sales would suit the purpose of the General Plan Land Use Designation.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

The request for a Minor Conditional Use Permit to allow a vape lounge is not projected to cause a negative impact on the surrounding community. The proposed sale and use of electronic cigarettes is within an existing building and conditions of approval are in place to operate the establishment in a manner that will preserve the public health, safety and welfare of the properties in the vicinity.

3. This project is Categorically Exempt pursuant to CEQA Guidelines §15301, Class 1, Existing Facilities.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Minor Conditional Use Permit (PRC 2015-040-C) subject to the following conditions:

1. Upon approval of the Minor Conditional Use Permit (CUP), any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Upon approval of the Minor CUP, any future violations of regulations of the codes relating to the sales or use of electronic cigarettes, and/or excessive service calls by the Police Department resulting from the sales or use of electronic cigarettes will result in revocation of the Minor Conditional Use Permit.
3. Unless an extension of time is granted by the City Council, the Minor CUP shall expire two years after the date of approval, if not actively pursued.
4. The applicant/owner shall update their business license to reflect the use as tobacco bar, or vape lounge, with retail sales.
5. The hours of operation during which electronic cigarettes shall be used and sold shall be limited to only during business hours.
6. All activities associated with the proposed use shall be exclusively confined to the interior of the building.
7. Signs require a separate permit. The existing sign violation will need to be rectified prior to allowing the use.
8. The vape lounge will be exclusively for vape products; no other forms of tobacco consumption is to be permitted, and at no time may products containing marijuana compounds or any other controlled substance be used or sold.
9. The applicant/owner shall obtain and submit a copy of their license issued by the State of California Board of Equalization allowing the business to sell cigarettes and tobacco products to the public.
10. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale and use of electronic cigarettes. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the Minor Conditional Use Permit as provided in Section 601.10 of the Porterville Development Ordinance.

11. No person under eighteen (18) years of age shall be permitted within any area of the business premises where the smoking of tobacco or other substances is allowed.
12. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.
13. Pursuant to Section 306.09 (Odors) of the Porterville Development Ordinance, no use, process, or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site.
14. No tobacco or electronic cigarette advertising shall be displayed and/or viewed from the outside of the building.
15. Entry to the establishment shall be limited to Building Occupancy.
16. The business will be limited to use of electronic cigarettes; no cigars, hookah pipes, or regular pipes shall be permitted.
17. A ventilation system shall be required.
18. Separate return, supply and condensation air for heating, ventilation and air conditioning (HVAC) systems shall be provided for every smoking lounge to prevent fugitive smoke from entering into an adjacent tenant suite or building. The ventilation system will be required prior to allowing the use.
19. The business shall be in compliance with all other City, state and federal laws at all times.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Minor Conditional Use Permit (PRC 2015-031-C) for Commercial Crop Cultivation of Citrus Groves

SOURCE: Community Development

BACKGROUND:

In October of 2015, City of Porterville staff was made aware of a land leveling project in preparation for commercial crop cultivation, located at the southwest corner of Main Street and Reid Avenue. As a result of the grading activities, the historical drainage patterns on the properties were obstructed presenting a health and safety issue within the public rights of way. The operation also prevented the occurrence of natural drainage to flow away from adjacent private property. Guthrie Investments Company received a 30-day notice to abate drainage issues and crop cultivation efforts.

The applicant, Guthrie Investments Company, is working on, and has made progress on, rectifying the violation and, at this time, are requesting a Minor Conditional Use Permit for commercial crop cultivation for citrus groves on lands zoned for residential in the vicinity of north Main Street between Reid Avenue and Pioneer Avenue. As a condition of approval, the altered drainage patterns shall be reestablished to maintain the historical drainage patterns prior to the planting of crops.

COMMENT: On October 25, 2015, the Project Review Committee reviewed the project that would allow the development and cultivation of citrus groves on approximately 64± acres. The citrus groves are proposed on nine parcels of land, each parcel is different in shape and size (see attachment 1), specifically on APN's 255-205-006, 247-030-042, 247-030-044, 247-050-005, 255-250-015, 255-250-016, 247-030-059, 247-030-060 and 255-240-011. The zoning classification for the properties are Very Low Density Residential (RS-1), Low Density Residential (RS-2), Medium Density Residential (RM-2) and High Density Residential (RM-3).

The water supply for the commercial crop will be supplied from both Sunnyside and Pioneer Water Companies. City water for irrigation purposes will not be allowed. The proposed irrigation system will use Bowsmith #40 fan jet emitters with a flow rate of eight gallons per hour. In addition to the control of the irrigation system, soil moisture monitors will indicate saturation in the root zone which will allow operation of the irrigation system without over watering and creating surface runoff. In the event that there are areas where ponding does occur, that area will be required to be re-graded to eliminate any ponding. The

Item No. 21.

proposed reservoir at the northwest corner of the development will contain ponding water through the irrigation season. Large bodies of water are not normally susceptible to the breeding of mosquitoes; however, if any breeding is identified, the reservoir will be treated with pesticide by a licensed applicator in accordance with the regulation of the California Department of Pesticide Regulation.

ANALYSIS: Commercial crop cultivation is permitted as an interim use in the residential districts with a Minor Conditional Use Permit approval pursuant to Section 301.06 (Crop Cultivation) of the Porterville Development Ordinance (PDO). The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to a sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. Staff recommends the terms of the Minor Conditional Use Permit shall be 15 years. If the applicant chooses to request a five-year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit. A vector/rodent control plan shall be implemented for the term of the agricultural use.

ENVIRONMENTAL REVIEW:

The proposed crop cultivation project is exempt pursuant to the California Environmental Quality Act as a minor alteration to land (§15304 of the California Code of Regulations). A Notice of Exemption will be filed with Tulare County if the Council approves the project.

RECOMMENDATION: That the City Council:

1. Approve the vector/rodent control plan for the term of the agricultural use; and
2. Adopt the draft Resolution approving the Minor Conditional Use Permit for commercial crop cultivation, subject to conditions of approval.

ATTACHMENTS:

1. Locator Map
2. Zoning Map
3. Site Plan
4. Vector and Rodent Control Plan
5. Draft Resolution

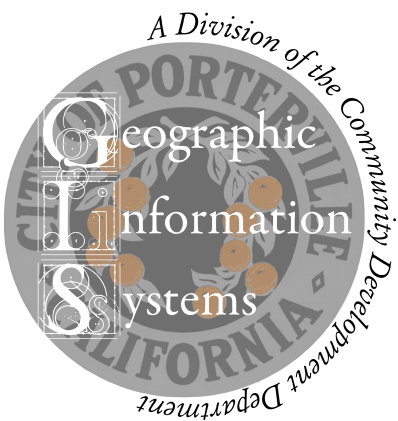
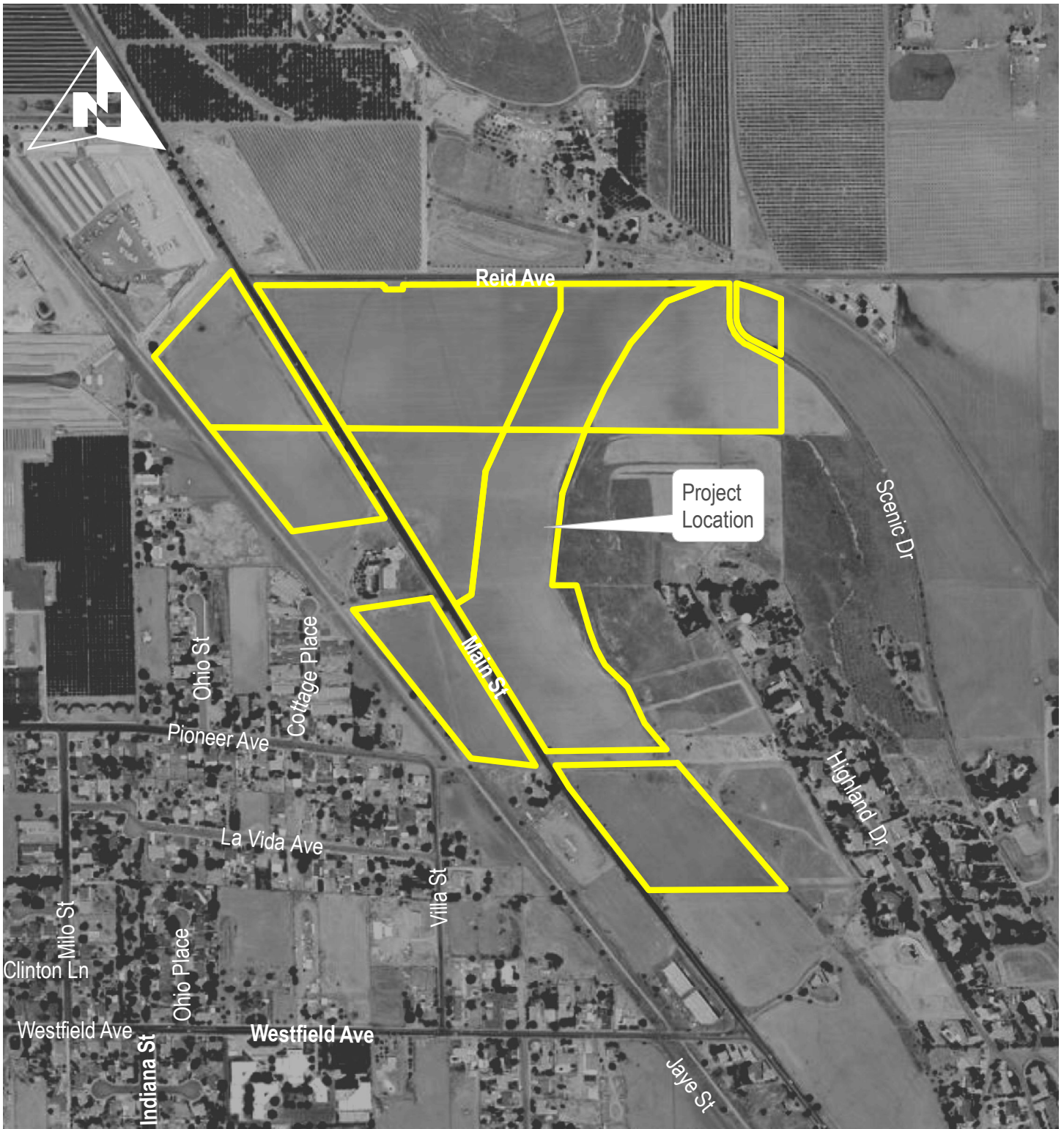
Appropriated/Funded:

Review By:

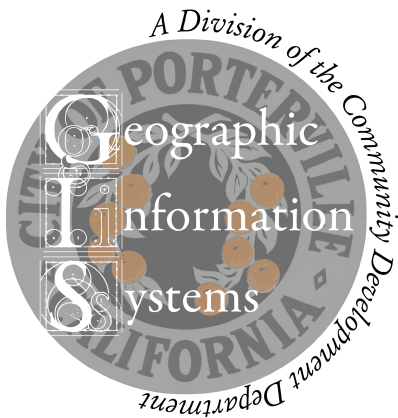
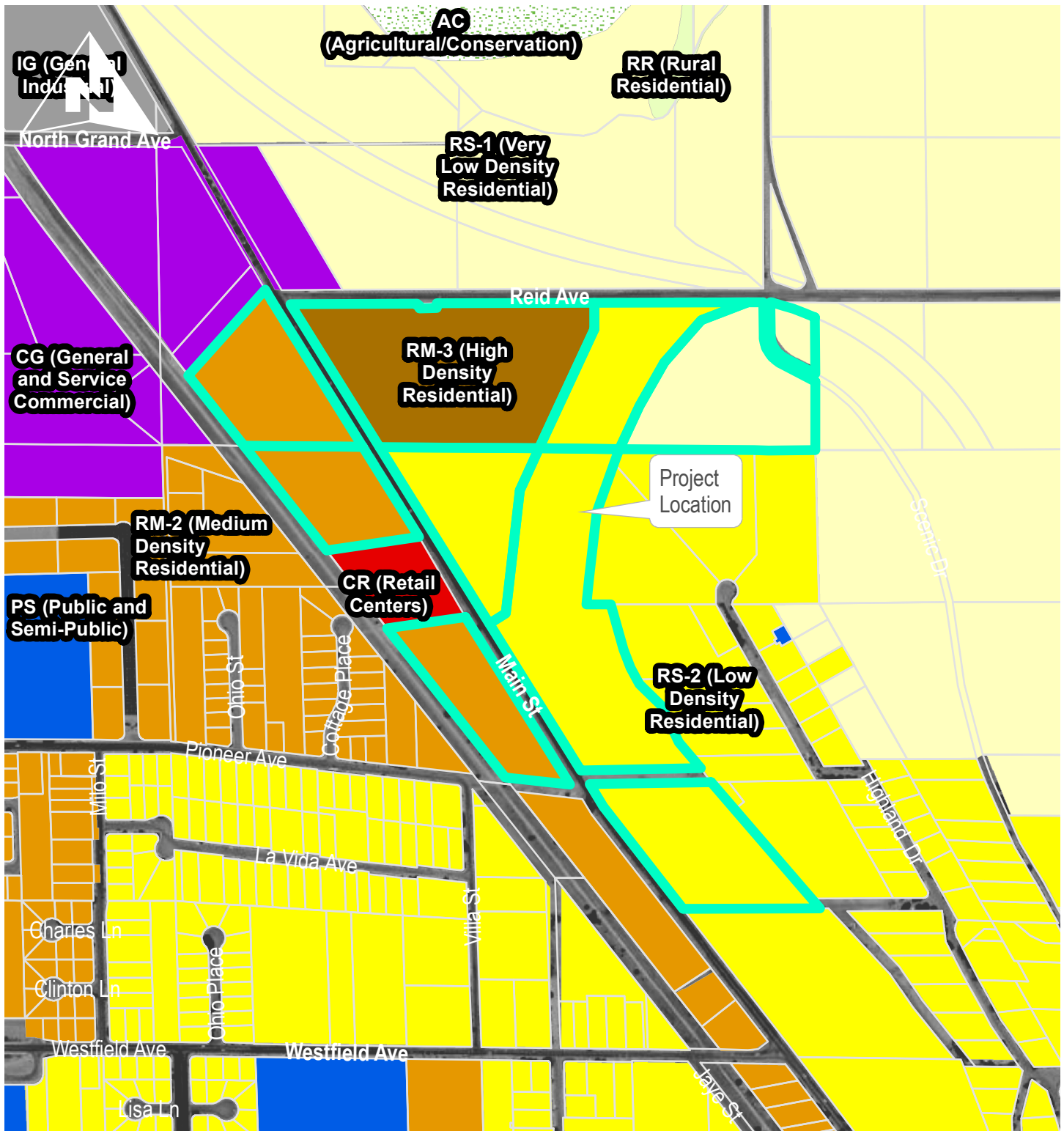
Department Director:

Jenni Byers, Community Development Director

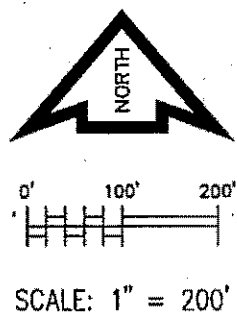
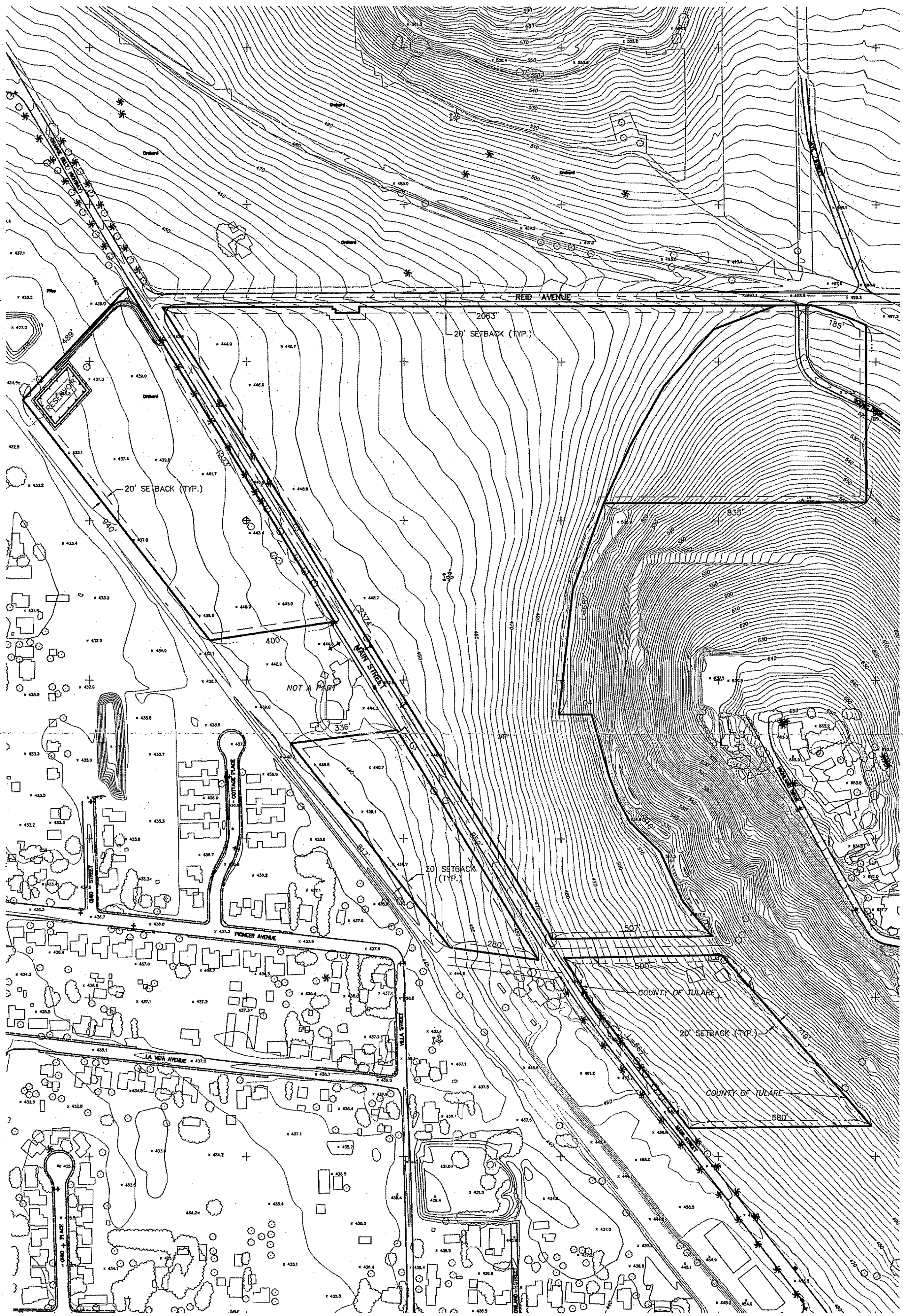
Final Approver: John Lollis, City Manager



PRC 2015-031
Crop Cultivation- Citrus Groves
Project Locator Map
1" = 600 ft.



PRC 2015-031
Crop Cultivation- Citrus Groves
Zoning Land Use Map
1" = 600 ft.



NOTE:
PHASING WILL BE DEPENDENT ON PRODUCT AVAILABILITY

PALMS RANCH CITRUS ORCHARD		DRAWN BY:	BMG
FOR: GUTHRIE INVESTMENT COMPANY, INC. 341 N. THIRD ST PORTERVILLE, CA 93257 PHONE No.: (559) 333-1665		DATE:	10/23/2015
APN: 247-030-042, 044, 059 & 060; 247-050-005; 255-250-006, 015 & 016; 255-240-011		REVISED:	
BY: JAMES WINTON & ASSOCIATES 150 WEST MORTON AVENUE PORTERVILLE, CALIFORNIA 93257		SCALE:	1" = 200'
JOB No. 3330		SHEET 1 OF 1	



JAMES WINTON & ASSOCIATES

CIVIL ENGINEERING • PLANNING • LAND SURVEYING

150 West Morton Avenue
Porterville, California 93257

(559) 781-2700
Fax (559) 781-2689

December 14, 2015

Fernando Rios
Planning Branch
City of Porterville
291 North Main Street
Porterville, CA 93257

RE: Guthrie Agricultural Use Permit

Dear Fernando,

In accordance with your request, I have reviewed the proposed irrigation system and cultural practices with Jason Guthrie as it relates to vector and rodent control. The proposed irrigation system will use Bowsmith #40 fan jet emitters with a flow rate of 8 gallons per hour. The wetted area for the #40 fan jet is 17 feet in diameter.

Based upon the emitter flow rate and pattern, the resulting application rate will be 0.06 inches per hour. For a 12 hour irrigation cycle, about $\frac{3}{4}$ inch of water would be applied.

In addition to the control of the irrigation system, soil moisture monitors will indicate saturation in the root zone which will allow operation of the irrigation system without over watering and creating surface runoff. In the event that there are areas where ponding does occur, that area will be re-graded to eliminate any ponding.

The proposed reservoir at the Northwest corner of the development will contain ponded water through the irrigation season. Large bodies of water are not normally susceptible to the breeding of mosquitoes. However, if any breeding is identified, the reservoir will be treated with pesticide by a licensed applicator in accordance with the regulations of the California Department of Pesticide Regulation.

At the point that a rodent infestation is identified, the area will be treated with pesticide, normally applied underground, also by a certified or licensed applicator in accordance with the California Department of Pesticide Regulation.

It should be recognized that the sensitivity to water supply and cost is the primary concern of the agricultural community. The methods for both the vector and rodent control outlined above are normal practices for the proposed farming operation.

In the event you need additional information, please let me know.

Very Truly Yours,



James S. Winton
Civil Engineer

JSW/bg

RESOLUTION NO.____-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MINOR CONDITIONAL USE PERMIT (2015-031-C)
FOR COMMERCIAL CROP CULTIVATION ON APPROXIMATELY 64± ACRES IN
THE VICINITY OF NORTH MAIN STREET BETWEEN REID AVENUE AND
PIONEER AVENUE.

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 19, 2016, conducted a public hearing to consider approval of a Minor Conditional Use Permit to allow crop cultivation on lands zoned residential on approximately 64± acres in the vicinity of north Main Street between Reid Avenue and Pioneer Avenue; and

WHEREAS: On January 5, 2016, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act as a minor alteration of land per §15304 of the California Code of Regulations; and

WHEREAS: Crop cultivation allowed under the premises of Section 301.06 (Crop Cultivation) of the Porterville Development Ordinance is secondary to its availability for urban development and shall be available for development as an urban use when market conditions improve for such a use; and

WHEREAS: The proposed Minor Conditional Use Permit is supported by the General Plan and Development Ordinance in that the proposed development is consistent with Section 301.06 of the Porterville Development Ordinance (Chapter 21 of the Porterville Municipal Code); and

WHEREAS: The project site is currently undeveloped.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. The location, size, design, and operation 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 Council.

The Ordinance enabling the City Council to approve Commercial Crop Cultivation in the RS-1, RS-2, RM-2, and RM-3 zone district, subject to a Conditional Use Permit, was enacted March 20, 2012, to provide for an interim use of the land prior to permanent development activity being undertaken on the property. The zoning classification for the properties are Very Low Density Residential, Low Density Residential, Medium Density Residential and High Density Residential. The General Plan and implementing Development Ordinance, adopted in 2008 and 2010 respectively, have anticipated growth to occur on the site through the year 2030.

The Environmental Impact Report certified for the adoption of the General Plan included a statement of overriding conditions and findings of fact regarding the conversion of agricultural land. The approval of interim agricultural land use is in no way intended to mitigate or replace agricultural land that has or will be taken out of production. Due to the effects of “slow” development activity an interim use of the land provided for by the Crop Cultivation Ordinance is consistent with City policies.

2. The proposed citrus groves at the subject site suits the original intent of the Commercial Crop Cultivation ordinance by allowing on an interim basis an agricultural operation until the development market will support the intended development of the subject sites.
3. The terms of the Minor Conditional Use Permit shall be fifteen years. If the applicant chooses to request a five-year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.
4. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Minor Conditional Use Permit for commercial crop cultivation of citrus groves as represented and incorporated herein as Exhibit “A” subject to the following conditions:

1. The terms of the Minor Conditional Use Permit shall be 15 years. If the applicant chooses to request a five year extension from City Council, the request must be submitted to the Community Development Department not less than 60 days in advance of the expiration of the permit.
2. The developer/applicant shall comply with Appendix J, “Grading” of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. Approval of the grading and drainage plan is required prior to the planting of crops. Drainage calculations must be submitted to verify that historical drainage patterns are maintained through the existing properties, which in some cases, have already been altered. Altered drainage patterns are to be reestablished to maintain historical drainage patterns prior to the planting of crops.
3. The aerial application of fertilizers, pesticides, or other agricultural treatments is not allowed.
4. Prior to the application of pesticides, fungicides, or insecticides, notice will be given to all property owners within 300 feet of the parcel(s), and notice shall be posted on site along every 100 feet of street frontage. Notice shall be no smaller than 10” x 12” and with the word “Notice” in 80 point font.
5. A minimum 20-foot wide drive aisle clearance shall be maintained along all property boundaries at all times.

6. The applicant/property owner shall not enter into a Williamson Act contract or other agricultural preservation measure, whether for tax reduction or other purposes.
7. The vector/rodent control plan shall be implemented for the term of the agricultural use (Exhibit “B”).
8. The applicant shall indemnify the City of Porterville to the satisfaction of the City Attorney from and against any and all claims or legal recourse resulting from the agricultural operation.
9. At all times, the project shall be operated and maintained to comply with applicable Local, State, and Federal laws and regulations, including but not limited to Section 301.06 of the Porterville Development Ordinance.
10. The site shall at all times be kept free of litter and packaging materials. Temporary trash bins, if brought to the site during harvest periods, shall be kept within the twenty foot drive aisle or within the groves.
11. Vehicular access to the sites shall be taken from three points; Reid Avenue and the extension thereof, Pioneer Avenue and Scenic Drive. At no time shall access be taken from Main Street.
12. The drip line irrigation system for the orchard shall be maintained in good working order to prevent water runoff from the property.
13. Storage of hazardous materials, including fertilizers, herbicides, and pesticides, is prohibited on-site.
14. Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on-site.
15. Assessor Parcel Number 247-050-005 is under Tulare County’s jurisdiction. The applicant shall coordinate with the County for land use compliance.
16. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2012 Edition), and Standard Plans and Specifications (2010 Standards), except where they are in conflict with current access compliance regulations, the current 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.
17. 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.
18. The developer/applicant must provide its own source(s) of water for irrigation as City water

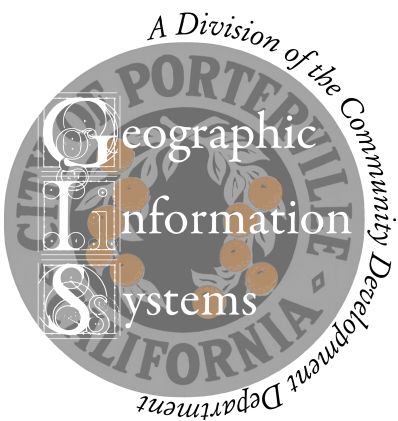
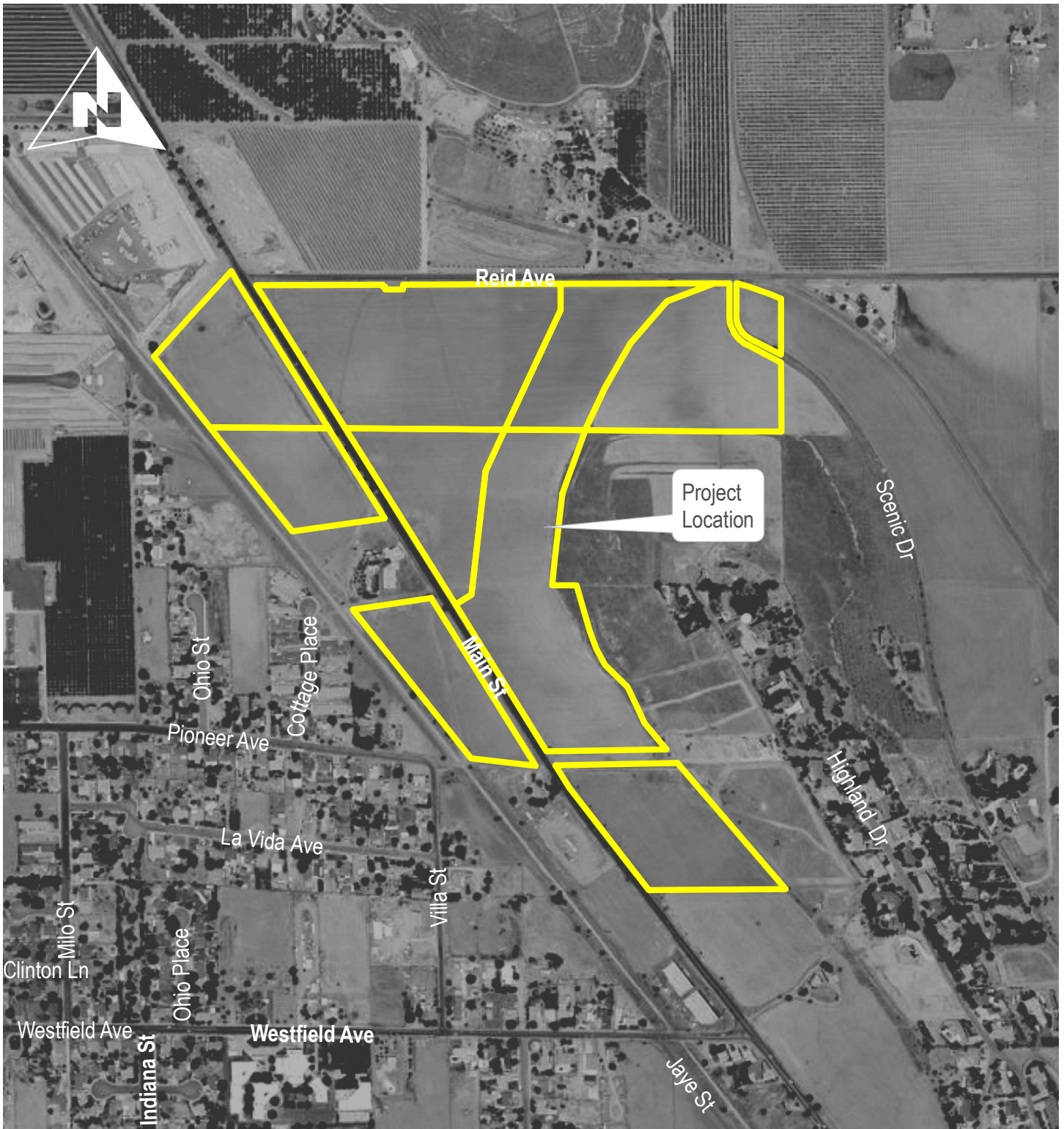
use will not be allowed.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



PRC 2015-031
Crop Cultivation- Citrus Groves
Project Locator Map
1" = 600 ft.



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Very Truly Yours,



James S. Winton
Civil Engineer

JSW/bg



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Award Solar Photovoltaic System Power Purchase Agreement - Waste Water Treatment Facility

SOURCE: Public Works

COMMENT: On January 4, 2016, a Notice of Public Hearing was advertised for award of a solar photovoltaic system and power purchase agreement. Upon further review and analysis of the proposals, staff determined inconsistencies between them, and has asked both solar companies to revise the proposals to provide an “apples-to-apples” comparison. Staff expects amended proposals to be submitted no later than January 22, 2016. For this reason, staff requests continuance of the public hearing to the regularly scheduled meeting of February 2, 2016.

RECOMMENDATION: That City Council open the public hearing and continue the public hearing to the Council meeting of February 2, 2016.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Second Reading - Ordinance 1831 - Massage Businesses

SOURCE: Administrative Services

COMMENT: Ordinance No. 1831, An Ordinance of the City Council of the City of Porterville Establishing Licensing Requirements for Massage Businesses and Practitioners, and Establishing Massage Therapy as a Land Use Allowed in Specific Zone Districts, was given first reading on December 15, 2015, and has been printed.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1831, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1831

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING LICENSING REQUIREMENTS FOR MASSAGE BUSINESSES AND
PRACTITIONERS, AND ESTABLISHING MASSAGE THERAPY AS A LAND USE
ALLOWED IN SPECIFIC ZONE DISTRICTS

WHEREAS, on October 6, 2015, the City Council adopted Ordinance 1827, an interim urgency ordinance prohibiting the use of land for the purpose of operating a massage-oriented business. The City Council found that a current and immediate threat existed to the public health, safety and welfare arising from a lack of sufficient authority and controls to allow the City to impose appropriate and necessary conditions and regulations upon massage-oriented businesses. As required by California Government Code Section 65858(d), the City Council issued a written report describing the measures taken to alleviate the condition that led to the adoption of the interim urgency ordinance; the report was issued at the Council meeting of November 3, 2015; and

WHEREAS, on November 17, 2015, the City Council extended Ordinance 1827 for a period of up to ten (10) months to provide opportunity for the preparation and adoption of a permanent ordinance that would provide regulations for massage therapy as a land use; and

WHEREAS, a notice of public hearing was published in the Porterville Recorder, a newspaper of general circulation, and mailed to all massage practitioners currently licensed in the city of Porterville. A public hearing has been held before the City Council at its meeting of December 15, 2015; and

WHEREAS, licensing of massage businesses is a legitimate and reasonable means of accountability to ensure that operators of massage businesses comply with reasonable regulations and to ensure that operators do not knowingly allow their establishments to be used as places of illegal activities or conduct such as: (1) purchasing persons for purposes of prostitution; or (2) engaging in pimping or pandering, or lewd or obscene conduct; and

WHEREAS, the Community Development Director, in her role as environmental coordinator, has reviewed Title 14 of the California Code of Regulations, California Environmental Quality Act (CEQA), Section 15061(b)(3), and determined that the action of adopting this ordinance is not subject to CEQA under the General Rule that CEQA applies only to projects which have the potential for causing a significant effect to the environment; and

WHEREAS, upon consideration of the staff report and all public testimony presented at the hearing held on this project, the City Council finds the Municipal Code amendments are consistent with the General Plan and all applicable specific plans of the City of Porterville; and

WHEREAS, the general welfare, health, and safety of the citizens of the city of Porterville will be promoted by the enactment of this ordinance.

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

SECTION 1: The Porterville Municipal Code, Chapter 15, Article IX is established to read as follows:

Article IX. - MESSAGE BUSINESSES AND PRACTITIONERS

Sec. 15-124. - Applicability of chapter.

- (a) Except as otherwise provided, all of the provisions of this chapter shall be applicable to all massage businesses and all massage practitioners operating within the city of Porterville. This chapter shall not be construed in a manner that is inconsistent with any state law governing the practice of massage.
- (b) Any massage business that is legally operating under a City of Porterville business license as of the date of adoption of this ordinance may procure a registration certificate pursuant to this Article without having achieved CAMTC certification, so long as that business continues to operate without change in ownership and in good standing with all applicable provisions of State, Federal, and Porterville laws and regulations, and otherwise complies with this Article in its entirety.

Sec. 15-125. - Definitions.

As used in this chapter:

Ancillary massage services means those services where less than twenty (20) percent of the gross floor area of the business is devoted to massage.

California Massage Therapy Council or CAMTC means the massage therapy organization formed pursuant to Chapter 10.5 of Division 2 of the Business and Professions Code Sections 4600 et seq.

Certified massage practitioner or therapist means any individual certified by the California Massage Therapy Council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to Chapter 10.5 of Division 2 of the California Business and Professions Code Sections 4600 et seq.

City means the City of Porterville, California.

City manager means the city manager of the City of Porterville or designee.

City registration certificate or registration certificate or registration means a certificate issued by the City to a massage business to practice massage for compensation pursuant to this title and this chapter.

Client means the customer or patron who pays for or receives massage services.

Community Development Director means the Community Development Director of the City of Porterville or designee.

Compensation means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

Day means calendar day, unless otherwise specifically expressed.

Disqualifying conduct means any of the following:

- (a) Within five (5) years immediately preceding the date the City registration application was filed, or any time thereafter, the person has been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:
 - (1) A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;
 - (2) Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;
 - (3) Any other crime involving dishonesty, fraud, deceit, or moral turpitude;
 - (4) A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections (1) through (3) above;
 - (5) Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;
 - (6) A violation of California Health and Safety Code sections 11054, 11055, 11056, 11057, or 11058; or
 - (7) Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.
- (b) Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant whose City registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the State of California or any county or city has been suspended or revoked for good cause;
- (c) Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health and Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or
- (d) Committing a violation of any provision of this chapter provided that the applicant received timely notice of the violation.

Employee means any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business.

Finance Director or director means the Finance Director of the City of Porterville or designee.

Hearing officer means the administrative hearing officer appointed by the City Manager to conduct an administrative hearing pursuant to this chapter.

Manager means the person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day-to-day operations with corresponding responsibilities. The term "manager" may also include an owner.

Massage or massage therapy means the skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular re-education. Examples of massage include, but are not limited to, Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, heller work and reflexology.

Massage business or business means any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities - including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs - shall be deemed a massage business under this chapter. The term "massage business" includes a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this chapter, "massage business" shall include, without limitation, the advertising and soliciting of massages, and includes, but is not limited to, a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs certified massage practitioners or therapists.

Massage business owner or owner means any of the following persons:

- (a) Any person who is a general partner of a general or limited partnership that owns a massage business.
- (b) Any person who has a five (5) percent or greater ownership interest in a corporation that owns a massage business.
- (c) Any person who is a member of a limited liability company that owns a massage business.
- (d) Any person who has a five (5) percent or greater ownership interest in any other type of business association that owns a massage business.

Reception area means an area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

Registration certificate holder means the applicant named on the application for a registration certificate and all massage business owners.

Rent-space massage therapist or rent-space therapist means a person who practices massage at a massage business but is not an employee of the business.

Sole proprietorship means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

Visitor means any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business.

Sec. 15-126. - Exemptions.

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

- (a) Complete exemption. The requirements of this chapter shall not apply to the following individuals:

- (1) Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.
 - (2) Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.
 - (3) Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.
 - (4) Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.
 - (5) Any other business or profession exempt from the provisions of this chapter by state law.
- (b) Limited exemption. In addition to any other applicable provisions of this chapter, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:
- (1) Massage services must be performed by a certified massage practitioner or therapist;
 - (2) Subsection 15-128(f) related to facility requirements as they pertain to the portion of business that is utilized for massage;
 - (3) Subsection 15-128(g) related to operational requirements; and
 - (4) Section 15-136 related to inspections.
- (c) Any person claiming exception under this section shall furnish satisfactory evidence to the City Manager upon request that he or she is entitled to the exemption, including proof of bona fide employment, or, if applicable, a citation to the particular provision of state law upon which that person relies.

Sec. 15-127. - Requirements for individuals practicing massage.

It shall be unlawful for any individual to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business or in any capacity within the city unless that individual is a certified massage practitioner or therapist.

Sec. 15-128. - Requirements for massage businesses.

- (a) It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:
- (1) All of the individuals employed by the massage business to perform massage are certified massage practitioners or therapists;

- (2) The business has a valid City business license under this title; and
- (3) The business has a valid City registration certificate under this chapter.
- (b) Application for City registration certificate. The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by City Council resolution:
 - (1) The legal name, address and telephone number of the massage business.
 - (2) A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.
 - (3) Legal names of all owners of the massage business and the names of all managers.
 - (4) Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.
 - (5) For all owners, a valid and current driver's license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.
 - (6) The form of business under which the massage business will be operating (i.e. corporation, general or limited partnership, limited liability company, or other form).
 - (7) For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business and Professions Code Section 4600 et seq., any local, state, or federal law, or the provisions of this chapter may result in revocation of the business's City registration certificate.
 - (8) The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension or denial.
 - (9) The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.
 - (10) For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California Massage Therapy Council as a

certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner, and copy of that person's CAMTC-issued identification card.

- (11) For each owner that is not CAMTC certified, current fingerprints taken by the City of Porterville Police Department or a certified and approved California Live Scan Fingerprinting Center for the purpose of conducting a background check on behalf of the City, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.
 - (12) The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California Massage Therapy Council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC-issued identification card for each certified massage practitioner.
 - (13) The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgement from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.
 - (14) Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.
 - (15) Authorization for the City, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.
 - (16) The name of the individual to receive notices on behalf of the business.
 - (17) Any other identification and information necessary to discover the truth of the matters required to be set in the application.
- (c) Any changes to the application information during the period the City is reviewing the application shall be immediately reported to the City. Failure to report these changes shall result in denial of application.
- (d) Approval or denial of City registration certificate and massage business registration certificate renewals.
- (1) Within thirty (30) days following receipt of a completed application, the Finance Director shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:

- a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;
 - b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in disqualifying conduct as defined in this chapter within five (5) years immediately preceding the date of filing of the application;
 - c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the City's building, fire, zoning, and health regulations;
 - d. The applicant or any owner has violated any provision of this chapter, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;
 - e. The applicant is less than eighteen (18) years of age;
 - f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the Finance Director;
 - g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or
 - h. The applicant or any owner is indebted to the City for any unpaid fee or fine.
- (2) If prosecution is pending against the applicant or any owner for either conduct violating this chapter's provisions or conduct violating Business and Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, prosecution means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Porterville City Attorney or prosecution attorney.
- (e) Upon determining that grounds for denial exist, the Finance Director shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal pursuant to Section 15-131, and shall be delivered by mail to the applicant as that name and address appear on the application.
- (f) Facilities prerequisite to registration certificate issuance. A registration certificate shall not be issued pursuant to this chapter unless an inspection reveals that the business complies with each of the following minimum requirements of this chapter and Chapter 21 of this Code:
- (1) Facility requirements.
- a. No massage or massage services shall be given in a business, or premises registered pursuant to this chapter, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business

from locking its external doors if the business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors.

- b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.
- c. Minimum lighting consisting of at least one (1) artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.
- d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.
- e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.
- f. Adequate bathing, dressing, locker and toilet facilities shall be provided for clients. A minimum of one (1) tub or shower; one (1) dressing room containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one (1) toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be modified upon approval of the City Manager if the services provided or site plan do not necessitate some or all of these facilities.
- g. A minimum of one (1) wash basin for employees shall be provided at all times. The basin shall be located within, or as close as practicable, to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.
- h. In the reception area, in letters that are a minimum of one (1) inch in height, a notice in English (and any other language that the business chooses) that provides information substantially as follows:

THIS MASSAGE BUSINESS AND THE MASSAGE ROOMS DO NOT
PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY
CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE
- i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.

- j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.
- k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use.
- l. A massage business shall operate only under the name specified in its City registration certificate.
- m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

(g) Operating requirements.

- (1) Massage may be provided only between the hours of 7:00 a.m. and 9:00 p.m. No massage business shall be open and no massage services shall be provided between 9:00 p.m. and 7:00 a.m. A massage commenced prior to 9:00 p.m. shall nevertheless terminate at 9:00 p.m., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at 9:00 p.m.
- (2) The owner and manager of a massage business shall be responsible for displaying the City registration certificate and the CAMTC registration certificate of each and every certified massage practitioner or therapist employed in the business in an open and conspicuous place on the premises. Passport-size photographs of the registration certificate holder shall be affixed to the respective registration certificate on display pursuant to this section.
- (3) For each massage service provided, every massage business shall keep a complete and legible written record of the following information:
 - a. The date and hour that service was provided;
 - b. The service received;
 - c. The name or initials of the employee entering the information; and
 - d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Porterville Police Department, or other City officials charged with enforcement of this chapter. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

- (4) All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:
 - a. Attire that is transparent or see-through, or substantially exposes the employee's undergarments;

- b. Swim attire, if not providing a water-based massage modality accepted by the California Massage Therapy Council;
 - c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts;
 - d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;
 - e. Attire worn in a manner that is otherwise deemed by the California Massage Therapy Council to constitute unprofessional attire based on the custom and practice of the profession in California.
- (5) At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.
- (6) The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one (1) individual with one (1) or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.
- (7) During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.
- (8) Clients and visitors shall only be permitted in the massage business during the hours of operation.
- (9) Visitors shall only be permitted in the reception area of the massage business.
- (10) Clients shall only be permitted in massage treatment areas if at least one (1) massage practitioner is on the premises.
- (11) The massage business shall be supervised, during all hours of operation, by a manager specified in the City's registration application. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.
- (12) The owner and manager shall maintain a register of all employees or rent-space massage therapists. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Porterville Police Department or the City at all reasonable times. The employee register shall include, but not be limited to the following information:
- a. The name, nicknames and/or aliases used by an employee or rent-space massage therapist.
 - b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.
 - c. The employee's or rent-space therapist's home address and relevant phone numbers (including, but not limited to, home and cellular numbers).

- d. The employee or rent-space therapist's age, date of birth, gender, height, weight, color of hair and eyes.
 - e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.
 - f. The duties of each employee.
- (13) While the City registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.
- (14) The massage business shall apply to the City for an amended City registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the City pursuant to this section, including, but not limited to, the termination of certified massage practitioners or therapists. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.
- (h) A City registration certificate issued pursuant to the terms of this chapter shall be valid for a term of one (1) year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period.

Sec. 15-129. - Violations.

- (a) In addition to any other remedy available under the law, violations of this chapter are subject to all applicable remedies within this Code, including, but not limited to, Section 1-9 and/or the administrative citations and penalties provisions in Chapter 1 of this Code.
- (b) Any massage business operated, conducted, or maintained contrary to the provisions of this chapter shall constitute an unlawful business practice pursuant to Business and Professions Code section 17200 et seq., and the City attorney or district attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this chapter, commence an action or actions, proceeding or proceedings in the Superior Court of Tulare County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to, fines, attorneys' fees and costs. All remedies provided for in this chapter are cumulative.
- (c) It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this chapter. The City may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law.

Sec. 15-130. - City registration certificate suspension or revocation.

- (a) In addition to any other remedy available to the City under this Code or state law, any registration certificate may be suspended or revoked by the director where it is found by substantial evidence that any of the following have occurred:

- (1) The registration certificate holder and/or agent has violated any provision of this chapter or the grounds for denial of the registration certificate exist;
- (2) The registration certificate holder and/or agent is a person who has engaged in disqualifying conduct as defined in this chapter;
- (3) The registration certificate holder and/or agent has failed to comply with one (1) or more of the facilities and operations requirements of this chapter;
- (4) The registration certificate holder and/or agent has engaged in fraud, misrepresentation, or false statement in conducting the massage business;
- (5) The registration certificate holder and/or agent has continued to operate the massage business after the City registration certificate or registration has been suspended; or
- (6) The registration certificate holder and/or agent has failed to apply with the City for an amended City registration certificate within twenty (20) days after the occurrence of any circumstance which substantially changes the registration information initially provided to the City pursuant to Section 15-128, including, but not limited to the termination of certified massage practitioners or therapists; or
- (7) Massage treatments have been performed on the premises of the massage business, with or without the registration certificate holder's actual knowledge, by any person who:
 - a. Does not have a valid CAMTC certification; or
 - b. As established by clear and convincing evidence, has engaged in conduct or has been convicted of the offenses described as disqualifying conduct.

Sec. 15-131. – Denial/Appeals.

- (a) Notice of Denial, Suspension or Revocation shall contain a statement of the violation(s) which constitute the basis for the suspension or revocation and information about the right to appeal. Notice of the Suspension or Revocation shall be given by first class mail to the owner and real property owner at the addresses shown on the registration certificate. Service shall be deemed complete when the Notice is mailed by first class mail. The owner shall have ten (10) calendar days from the date the Notice is served to appeal to the Finance Director in writing and upon payment of a fee in an amount established by City Council resolution. Upon issuance of a Notice of Suspension or Revocation, the registration certificate shall be surrendered and no massage activity may occur while any appeal proceeds.
- (b) Upon receipt of an appeal, the Finance Director shall appoint a hearing officer. A hearing shall be scheduled upon not less than ten (10) calendar days and not more than 30 days, unless extended by mutual agreement. Notice of the hearing shall be given by first class mail to the owner and real property owner at the address shown on the registration certificate. Service shall be deemed complete when the Notice is mailed.
- (c) The hearing officer's jurisdiction is limited to determining whether evidence exists to provide grounds for the registration certificate denial, suspension or revocation.
- (d) The City shall provide proof of any violations by a preponderance of the evidence. Formal rules of evidence shall not apply to the hearing.
- (e) The hearing officer shall:

- (1) Receive evidence regarding the proposed suspension, revocation or certificate denial.
 - (2) Maintain a record of all evidence introduced.
 - (3) Record the hearing.
 - (4) Consider the nature, volume, severity, and frequency of any violations.
 - (5) Decide whether grounds exist of the suspension or revocation or denial.
 - (6) Issue a written decision within seven (7) days of the hearing that includes the factual and legal basis of the decision and a notice of the appeal rights contained in this chapter.
- (f) The hearing officer's decision shall be final upon mailing by first class mail to the owner and real property owner at the address listed on the registration certificate.
- (g) The hearing officer's decision is subject to review pursuant to California Code of Civil Procedure section 1094.6.

Sec. 15-132. - Conditions of approval.

The director or hearing officer may condition any City registration certificate if they find that grounds for denial or revocation of a registration certificate exist.

Sec. 15-133. - Hearing fees.

All hearings held as provided in this chapter may be subject to a filing fee in an amount established by the City Council resolution.

Sec. 15-134. - Reapplication after denial or revocation.

- (a) An applicant for a City registration certificate under this chapter whose application for registration has been denied may not reapply for registration for a period of two (2) years from the date of the denial. However, a reapplication prior to the termination of two (2) years may be made if accompanied by evidence that the ground(s) for denial of the application no longer exist. Notwithstanding, if an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial.
- (b) A registration certificate holder under this chapter whose registration or renewal has been revoked or denied may not reapply for a registration certificate for a period of two (2) years from the date of the revocation or denial.
- (c) If an application or renewal is denied due to criminal activity at the business, no reapplication for a new massage business at the same location will be accepted within two (2) years after the effective date of the denial.

Sec. 15-135. - No refund of fee.

No refund or rebate of a registration certificate fee shall be allowed regardless of whether the City registration certificate has been suspended or revoked, or because the registration certificate holder discontinues an activity for which a City registration certificate is required pursuant to this chapter.

Sec. 15-136. - Inspection by officials.

The investigating and enforcing officials, including, but not limited to, the Porterville Police Department; Tulare County Health Department; or the City's Community Development Director, Finance Director, code enforcement, or building and safety officials, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this chapter.

Sec. 15-137. - Notifications.

A massage business shall immediately report to the City's business license department any of the following:

- (a) Arrests of any employees, owners, or managers of the registrant's massage business for an offense other than a misdemeanor traffic offense;
- (b) Resignations, terminations, or transfers of certified massage practitioners or therapists employed by the registrant's massage business;
- (c) The occurrence of any event involving the registrant's massage business or the massage practitioners or therapists employed there that constitutes a violation of this chapter or state or federal law.

Sec. 15-138. - Business location change.

Upon a change of location of a massage business, a new application shall be made to the director for a City registration certificate pursuant to the requirements of Section 15-128 prior to commencing operation at the new location. The application shall be granted, provided all applicable provisions of this chapter and Chapter 21 are complied with, and a change of location fee in an amount established by City Council resolution to defray the costs of investigation and report has been paid to the City. A new location shall be subject to an inspection under Section 15-136 before a new registration will be issued.

Sec. 15-139. - Sale or transfer of massage business interest.

A sale or transfer of any interest in a massage business, which interest would be reported as required in this chapter upon application for a City registration certificate, shall be reported to the Finance Director within ten (10) days of the sale or transfer. The Finance Director shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to City registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the City Council shall be paid to the City for the investigation by the Finance Director necessitated by each sale or transfer.

SECTION 2: The Porterville Municipal Code, Chapter 21, commonly known as the Porterville Development Ordinance, Series 700, Chapter 701.02, Land Use Classifications, is hereby amended as follows:

Medical Facilities. These classifications exclude veterinaries and animal hospitals (see Animal Care, Sales, and Services) and medical marijuana dispensaries.

Hospitals. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons.

Medical Clinic. This classification includes facilities for multiple physicians, medical groups, inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees.

Professional/Medical. This classification is for the single practitioner; to include offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including, where affiliated with a medical practitioner, massage therapy.

Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage therapy, tattoo parlors, seamstresses, tailors, dry cleaning agents (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

SECTION 3: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 4: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Success Reservoir Enlargement Project

SOURCE: Public Works

COMMENT: Success Dam, located about five miles east of the city of Porterville, is a dual-purpose dam that serves flood control and irrigation purposes (Attachment 1). Success Dam was completed in 1961, and is approximately 185-feet high by approximately 3,450-feet long. The dam is earth-filled, with storage capacity of 82,300 acre-feet, and provides flood protection for a 47-year flood event to the city of Porterville and approximately 200,000 acres downstream. A 47-year flood is a flood with a 2.1 annual percent likelihood of occurrence.

The Success Dam Enlargement Project (SRE) (Project) was authorized through the federal Water Resources Development Act of 1999. The Project consists of raising the spillway by 10 feet, and increasing the storage capacity of the dam from approximately 82,300 acre-feet to approximately 110,000 acre-feet. The raise in the spillway would provide flood protection to County of Tulare, city of Porterville, and downstream areas for the 100-year event, which has an annual likelihood of 1%.

In April of 2003, the City of Porterville entered into a “Local Project Agreement for the Success Reservoir Enlargement Project.” The parties to the Local Project Agreement are the Lower Tule River Irrigation District, the Tulare Lake Basin Water Storage District, the Tulare County Flood Control District, the County of Kings, and the City of Porterville. Through this agreement, the parties have assumed joint responsibility for the local share of the flood control costs and responsibilities for the SRE Project as the Tule River Improvement Joint Powers Agreement (TRIIPA) Agencies. The Local Project Agreement is included as Attachment 2, and outlines that the City of Porterville’s share of the “local” cost for the project is 15% (page 13 of 22 of the agreement).

The Project has been on hold for approximately 10 years because there were concerns from the United States Army Corps of Engineers (USACE) regarding the safety of the dam. The USACE performed a seismic analysis of the dam, and has determined that there is no longer a safety risk. Now that the USACE has determined that there is no longer a seismic safety risk associated with the dam, the Project is able to proceed.

The original cost of the project was estimated at approximately \$22 million at the time of execution of the Local Project Agreement (page 16 of 22 of the agreement). Based on a recent cost estimate, the project is now estimated to be

at approximately \$40 million, of which approximately \$35 million will be covered through Federal and State funding.

The City's contribution towards this project is now estimated at approximately \$550,000. Currently, there are no funds set aside for the City of Porterville's contributing share as stipulated in the Success Reservoir Enlargement Agreement.

It is estimated that it will take one to two years to get the project going again, at a cost of approximately \$50,000 to \$100,000 per year to local participants (\$7,500 to \$15,000 cost to the City of Porterville). These costs will include a coordinated push from the TRIJPA Agencies to re-engage the USACE and the Department of Water Resources (DWR) in this project.

The TRIJPA Agencies are requesting that each of the parties to the TRIJPA affirm their commitment to supporting and funding the SRE Project, based on the current cost estimate.

FISCAL IMPACT/FINANCING

A provision is included in the agreement recognizing the groundwater recharge value from the stated incremental increase in storage. In conjunction with the new State Groundwater Management Act, there is a need to balance groundwater extraction with available surface water for groundwater recharging purposes, all of which will be very clear when the Groundwater Sustainable Agencies are formed within the Tule Sub-Basin and the subsequent Groundwater Sustainability Plan are approved by DWR. The City water system is fully dependent upon groundwater extraction and the need to replenish the groundwater supply is essential which creates the nexus between the cost of the enlargement project and the use of Water Operating Funds to finance the City's share of the Success Lake Enlargement Project. Therefore, staff is recommending an annual funding allocation of \$15,000 from the Water Operating Fund for the coordinated push to re-engage the USACE and the DWR in this project.

In addition, staff has received several invoices since October of 2011 associated with the Seismic Remediation of Success Dam that have not been paid. Payment of these invoices are based on City Council direction to not participate financially until USACE is financially committed to the enlargement project. These invoices total \$18,750 and staff is recommending payment as the other agencies within the TRIJPA have absorbed that cost thus far. Staff does not anticipate additional remediation costs, since the USACE has now found the dam to be seismically sound.

RECOMMENDATION: That the City Council:

1. Receive the report regarding the Success Reservoir Enlargement Project;

2. Affirm the approval of the Tulare County Agreement No. FC-84 based on the current cost estimate of the Success Reservoir Enlargement Project of \$40,000,000 by authorizing the Mayor to sign the attached Draft Resolution;

3. Authorize the Finance Director to appropriate Water Operating Funds amounting to \$15,000 annually for the cost associated with the coordinated effort to re-engage the USACE and the Department of Water Resources in the Success Reservoir Enlargement Project; and

4. Authorize the Finance Director to appropriate Water Operating Funds for the payment of over-due Success Dam Remediation invoices amounting to \$18,750.

ATTACHMENTS:

1. Locator Map
2. Local Project Agreement for the SRE Project - 2003
3. Draft Resolution

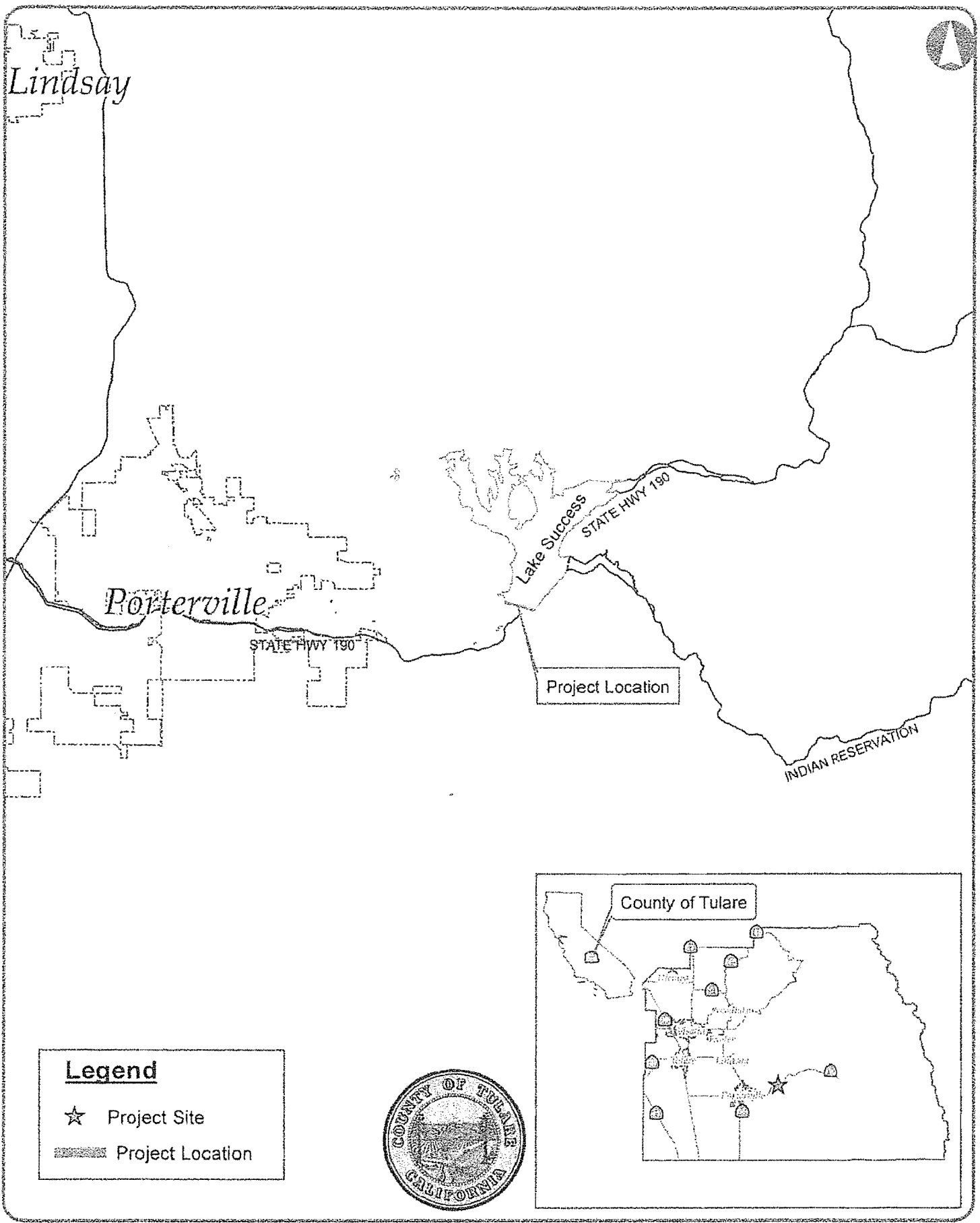
Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

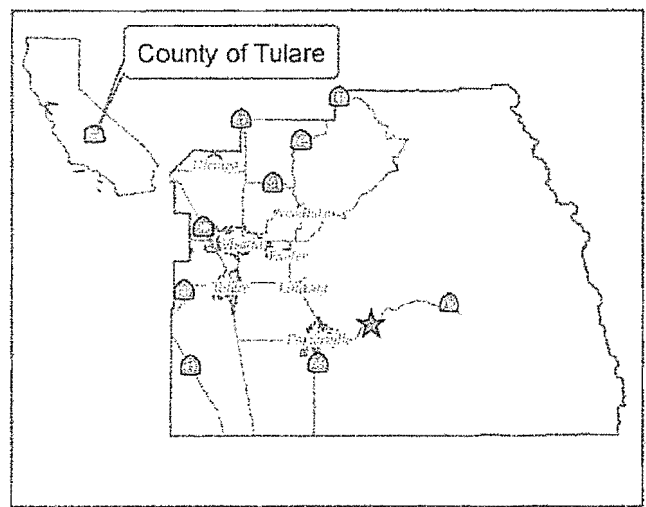
Final Approver: John Lollis, City Manager



Legend

★ Project Site

▨ Project Location



AMENDED AND RESTATED LOCAL PROJECT AGREEMENT
FOR THE SUCCESS RESERVOIR ENLARGEMENT PROJECT

This Joint Powers Agreement (hereinafter referred to as "Agreement") is made and entered into as of the 22nd day of April, 2003 by and between the Lower Tule River Irrigation District (hereinafter referred to as "LTRID"), the Tulare County Flood Control District (hereinafter referred to as "District"), the County of Kings (hereinafter referred to as "Kings"), the City of Porterville (hereinafter referred to as "Porterville"), and the Tulare Lake Basin Water Storage District (hereinafter referred to as "TLBWSD"). LTRID, the District, Kings, Porterville, and TLBWSD are hereinafter sometimes collectively referred to as the "Parties".

R E C I T A L S

WHEREAS, Section 101(b)(4) of the federal Water Resources Development Act of 1999 ("WRDA 1999"), Public Law 106-53, authorized construction of the Success Dam, Tule River, California, project for flood damage reduction and agricultural water conservation storage; and

WHEREAS, the United States Army Corps of Engineers ("Corps") has designated the proposed project raising the spillway as the "Success Reservoir, Tule River, California, Flood Control Project" (hereinafter referred to as the "Project"); and

WHEREAS, the Project has the purpose of enlarging the Success Reservoir capacity by 28,000 acre feet for both additional flood control and water conservation storage; and

WHEREAS, the Parties have determined that the Project will also have groundwater recharge and storage benefits; and

WHEREAS, the federal Water Resources Development Act of 1986 ("WRDA 1986"), Public Law 99-662, and the federal Water Resources Development Act of 1996 ("WRDA 1996"), Public Law 104-303, require a minimum of 35% and a maximum of 50% non-federal participation with the Federal Government in the cost of designing and constructing additional flood control capacity at Success Reservoir; and

WHEREAS, California Water Code section 12585.5 provides that the State of California will pay 70% of the nonfederal costs for constructing additional flood control capacity authorized by the federal laws hereinabove set forth; and

WHEREAS, the State of California, The Reclamation Board (hereinafter referred to as "The Reclamation Board") declared its intention to be the non-federal sponsor for the construction of the flood control portion of the Project; and

WHEREAS, in on May 21, 1999, the State of California authorized state participation in the Project; and

WHEREAS, in January 2001, the Corps initiated the Pre-construction, Engineering and Design Phase of the Project; and

WHEREAS, the Pre-construction Engineering and Design Phase of the Project is nearing completion, with construction on initial phases of the Project anticipated to commence in June 2003; and

WHEREAS, each of the parties hereto is interested in participating with the State and Federal governments in that portion of the Project which will enlarge the flood control capacity of Success Reservoir (a copy of a table showing estimated costs for the Project, entitled "Estimated Costs for Construction of the Success Reservoir, Tule River Project" is attached hereto as Exhibit A); and

WHEREAS, that portion of the Project attributable to enlarging the flood control capacity of the Success Reservoir for which the Parties hereto will be responsible shall hereinafter be referred to as the "Success Reservoir Enlargement Project" or "SREP"; and

WHEREAS, LTRID, the District, Kings, Porterville, and TLBWSD entered into the "Interim Local Project Agreement for the Success Reservoir Enlargement Project" on July 10, 2002; and

WHEREAS, the Parties now desire to enter into a permanent agreement which will meet the requirements for the Local Agreement, hereinafter defined, for the enlargement of Success Reservoir, which project will consist primarily of the raising of the existing Success Dam spillway by ten feet; and

WHEREAS, copies of the most recent drafts of the PCA and the LPCA (as hereinafter defined) will be attached to this Agreement as Exhibits B and C respectively; and

WHEREAS, LTRID has declared its intention to be the Lead Agency acting on behalf of all the Parties hereto to share with The Reclamation Board the non-federal flood control portion of the Project's pre-construction engineering and design costs, construction-related costs and the costs of lands, easements, relocations, rights of way and disposal areas (hereinafter referred to as

"LERRDS"), together with the responsibility after the completion of the construction of the Project for all operation, maintenance, repair, replacement and rehabilitation for the flood control portion of the Project; and

WHEREAS, the LTRID acting on behalf of the Tule River Association has declared its intention to be the non-federal sponsor for the agricultural water conservation storage portion of the Project; and

WHEREAS, the LTRID acting on behalf of the Tule River Association will be required to provide all of the non-federal portion of the agricultural water conservation storage space costs; and

WHEREAS, the Parties to this Agreement will continue to incur administration, management, and other costs during the Pre-construction Engineering and Design Phase of the Project, and during the construction and operation and maintenance phases of the Success Reservoir Enlargement Project; and

WHEREAS, the Parties desire to enter into this Agreement under the Joint Powers Act (Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code, commencing with Section 6500 and hereinafter referred to as the "Joint Powers Act") in order to establish and set forth the terms, conditions and provisions under which the Parties will jointly assume responsibility for the local share of the flood control costs of, and responsibilities for, the Success Reservoir Enlargement Project; and

WHEREAS, the Lower Tule River Irrigation District is an irrigation district duly formed and organized under the provisions of California Water Code section 20500 et seq; and

WHEREAS, the Tulare Lake Basin Water Storage District is a water storage district duly organized under the provisions of Division 14 of the Water Code; and

WHEREAS, the Tulare County Flood Control District is a duly organized and existing political subdivision of the State of California formed under Division 5 of the Water Code; and

WHEREAS, the County of Kings is a duly organized and existing political subdivision of the State of California; and

WHEREAS, the City of Porterville is a charter city duly organized under the laws of the State of California; and

WHEREAS, each Party has broad powers which are specified in Section 3.01 hereof to manage, maintain, protect and enhance channels, reservoirs and facilities, among other things,

necessary for flood prevention and protection and water conservation, and each Party desires to exercise such powers in common with the other Parties hereto in conjunction with the development, operation and maintenance of the SREP; and

WHEREAS, the Parties have concluded that the joint exercise of their powers will result in more efficient operation and management of their activities including; but not limited to, coordination with federal and state agencies involved with maintaining and enhancing local flood protection and water conservation; and

WHEREAS, each of the Parties is authorized to contract with each other for the joint exercise of any common power under the Joint Powers Act.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 - DEFINITIONS

Section 1.01. Definitions. As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Budget" means the approved budget applicable to the administration of this Agreement as provided for in Section 7.04 hereof.

(b) "Executive Committee" shall mean the Committee established in Section 6.01 hereof.

(c) "Facility" or "Facilities" means any works financed, constructed, acquired, repaired, rehabilitated, operated or maintained pursuant to the terms of this Agreement, including without limitation mitigation features, fences, levees, roads, dams, water courses, drainage works, conduits, ditches, canals, reservoirs, tanks, pumping plants, treatment plants, buildings, and other structures utilized for the diversion, pumping, conveyance, control, storage, groundwater recharge, treatment, management, drainage and delivery of water.

(d) "Fiscal Year" shall mean that period beginning on July 1 of each year and ending on June 30 of the following year.

(e) "Local Agreement" shall mean this Agreement.

(f) "LPCA" means the Local Project Cooperation Agreement as described in Section 5.03 hereof. A copy of the most recent draft of the LPCA is attached hereto as Exhibit B and by this reference is hereby incorporated herein as though set forth at length. When fully executed by

the parties thereto, a copy of the executed LPCA will be attached to this Agreement by amendment hereto as Exhibit B in place of such draft.

(g) "PCA" means the Project Cooperation Agreement as described in Section 5.02 hereof. A copy of the most recent draft of the PCA is attached hereto as Exhibit C and by this reference is hereby incorporated herein as though set forth at length. When fully executed by the parties thereto, a copy of the executed PCA will be attached to this Agreement by amendment hereto as Exhibit C in place of such draft.

(h) "Project" shall mean the "Success Reservoir, Tule River, California, Flood Control Project", as defined in the PCA.

(i) "Success Reservoir Enlargement Project" and "SREP" shall mean the local project entered into between the Parties pursuant to the terms of this Agreement, which shall include the participation of the Parties in the flood control portion of the preconstruction engineering and design, the LERRDS acquisition, and the construction, operation and maintenance phases of the Project and the funding therefor.

(j) "Technical Committee" shall mean the SREP Technical Committee established under Section 6.02 hereof.

ARTICLE 2 - TERM

Section 2.01. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by mutual consent of all the Parties.

ARTICLE 3 - PURPOSES AND POWERS OF THE PARTIES.

Section 3.01. General Purpose of the Agreement. Each Party hereto has the power in common with one another to: 1) acquire, manage, operate, maintain, protect and enhance facilities and channels necessary to provide flood protection, water conservation, and environmental mitigation; 2) contract with public agencies and private entities or parties to achieve such objectives; and 3) finance, acquire, construct, operate, and maintain facilities necessary for flood control and water conservation. The general purpose of this Agreement is to establish the terms, conditions and obligations of the Parties to each other in the continued development, operation, maintenance and funding of the SREP.

Section 3.02. Powers. The Parties collectively shall have the power to exercise any of the powers authorized by the Joint Powers Act with respect to the SREP as herein defined, including,

but not limited to, any and all of the following:

- (a) To exercise the common powers to study, plan, finance, develop, operate and maintain facilities for flood control and to enter into any contracts related to such activities;
- (b), To contract for the services of consultants, including, but not limited to, surveyors, engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as they deem necessary;
- (c) To acquire, construct, manage, maintain, operate and replace any and all Facilities;
- (d) To enter into agreements with any public agencies or private entities for the provision of all or a portion of the local contribution which may be required for the construction, operation or maintenance of any and all Facilities;
- (e) To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of their powers;
- (f) To incur debts, liabilities or obligations subject to limitations herein set forth;
- (g) To issue bonds, notes and other indebtedness, and to enter into leases, installment sale and installment purchase contracts, all as hereinafter provided;
- (h) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, the State of California or other public or private entities necessary for the full exercise of their powers; and
- (i) To perform all acts necessary or proper to carry out fully the purposes of this Agreement, the LPCA and the PCA.

ARTICLE 4 -LEAD AGENCY

Section 4.01. Lead Agency. The Lower Tule River Irrigation District will act as the lead agency for the Parties during the pre-construction engineering and design phase, the LERRDS acquisition, and the construction, operation and maintenance phases of the Project and the SREP. As the Lead Agency for the Parties, the Lead Agency may also be identified as the "local sponsor" in this and other related agreements, including, but not limited to, those agreements referred to in Article 5 hereof. Without changing its status as Lead Agency, LTRID may give notice that it intends to discontinue one or more of its duties under this Agreement and that the other Parties to this Agreement shall have six months to agree to assign the duty or duties to

another Party. TLBWSD agrees that it shall assume the obligations of the Lead Agency in the event that the Parties do not jointly agree to assign such duties to another of the Parties within such six-month period. The provisions of this Section apply to any of the parties which may subsequently serve in the capacity of the Lead Agency.

Section 4.02. Administrative Office. The LTRID Office shall be designated as the administrative office to maintain the records and accounts established to implement this Agreement. All books, accounts and records shall be open for review by the Parties to this Agreement during the normal business hours of the LTRID office. The LTRID shall be reimbursed for its costs, overhead and expenses attributable to the general administration of this Agreement provided that the Executive Committee authorizes such reimbursement pursuant to the provisions of Section 6.01(d)(3) below. The aforementioned costs, overhead and expenses shall include, but not be limited to, all personnel salaries, employee benefits, copying charges, telephone bills, telefax charges, consulting services, travel expenses, vehicle reimbursement, bond costs, and other similar variable and fixed costs and expenses attributable to work done on the SREP. Interest shall accrue on and be paid to the Lead Agency on amounts for which a request for reimbursement of costs, overhead and expenses has been submitted in writing by the Lead Agency and which remains unpaid after 60 days. Pursuant to the procedure set forth in Section 4.01, the Lead Agency may assign one or more of its duties imposed on it pursuant to this section, provided however, that by doing so, the Lead Agency will in no way change its office as the designated administrative office under this Agreement nor change or eliminate its duties under the PCA or LPCA.

Section 4.03. Powers of Lead Agency. It is expressly understood and agreed by the parties that LTRID acting as the Lead Agency for the Parties shall have the power to take all actions necessary for the completion of the SREP during each and every phase of the SREP, including the preconstruction engineering and design phase, the LERRDS acquisition phase, the construction phase and the operation and maintenance phase, subject to the restrictions, limitations and obligations set forth in this Agreement, in the PCA and in the LPCA, and subject to the direction of the Parties acting through the Executive Committee and, when appropriate, the Technical Committee.

ARTICLE 5 - AGREEMENTS

Section 5.01. Further Agreements. The Parties agree to negotiate in good faith and to execute on behalf of the Parties all agreements necessary to cause the development and construction of the Project and the subsequent administration of the SREP.

Section 5.02. Project Cooperation Agreement. The LTRID acting on behalf of the Tule River Association has executed the PCA as to agricultural water conservation storage space costs with the Corps. The Reclamation Board has executed the PCA as the non-federal sponsor of the flood control portion of the Project. The Parties agree to comply with the terms, conditions and provisions of the PCA to the extent assumed in this Agreement and in the LPCA. The Parties further agree that The Reclamation Board had the authority to execute the PCA on their behalf and to provide for its implementation and to comply with the obligations imposed on them therein, subject to the terms, conditions and provisions of the PCA and of this Local Agreement.

Section 5.03. Local Project Cooperation Agreement. The Lead Agency has executed the Local Project Cooperation Agreement with The Reclamation Board. The LPCA transfers a portion of the flood control responsibilities that The Reclamation Board assumed in the PCA to the Lead Agency. This Agreement is intended to transfer to the Parties, as between themselves, all of the responsibilities transferred to the Lead Agency in the LPCA. Subject to the limitations set forth in Section 5.07 below, the Parties agree to comply with the terms, conditions, and provisions of the LPCA imposed on the Lead Agency. The Parties further agree that the Lead Agency was authorized to execute the LPCA on their behalf and to provide for its implementation and to comply with the obligations imposed on it therein, subject to the terms, conditions and provisions of the Local Agreement.

Section 5.04. Local Agreement. The Parties hereby agree to enter into this Local Agreement to assume the benefits, risks, obligations and liabilities of the SREP as described in the PCA, the LPCA and in this Agreement. This Local Agreement establishes the terms, provisions, conditions and obligations of the Parties to each other in the development, implementation, operation and maintenance of the SREP.

Section 5.05. Water Conservation Contractors. The member units of the Tule River Association currently have contracts with the United States for the payment of 9.5 percent of the operation and maintenance costs for the agricultural water conservation storage space in Success Reservoir. The Parties agree that the LTRID acting on behalf of the Tule River Association will

be the contractor with the Corps, or other appropriate federal agency, for the additional agricultural water conservation storage space in Success Reservoir. The Tule River Association member units shall be solely responsible for compliance with the terms, conditions and provisions of all existing contracts and of any and all agreements it hereafter enters into with any such federal agency, including, but not limited to, the PCA for such new agricultural water conservation storage space. The Tule River Association member units shall by separate agreement entered into concurrently herewith agree to hold harmless and defend Porterville, the District, Kings, LTRID and TLBWSD from and against any and all obligations contained in, or arising in any way from, such contracts and agreements for such new agricultural water conservation storage space, including the PCA.

Section 5.06. Approval of Agreements. The agreements referred to in Sections 5.02, 5.03, 5.04, and 5.05 shall be approved by the Parties by the process outlined in Section 6.01 (d)(3) of this Agreement. The Parties acknowledge that it is their intention that the PCA, LPCA and this Local Agreement will take effect concurrently, at which time the Interim Agreement shall be superseded.

Section 5.07. Floodplain Management and Notification Requirements. There are provisions of the PCA and the LPCA related to floodplain management and notification obligations (hereinafter referred to as "Floodplain Obligations") which are imposed upon the Parties jointly as obligations of the SREP. Without disclaiming such joint obligation, the Parties hereby agree, as between themselves, that it is their intention that such Floodplain Obligations shall not be joint obligations of the Parties or costs of the SREP, to the extent that they are obligations which are otherwise imposed upon an individual Party hereof or upon other individuals or entities by other provisions of law, and such later Floodplain Obligations shall not be considered a part of the SREP, nor shall such obligations or the costs thereof be a joint responsibility of the Parties under this Agreement.

ARTICLE 6 - ORGANIZATION

Section 6.01. Executive Committee.

(a) Representation. The exercise of the Parties' joint powers pursuant to this Agreement shall be governed and administered by the SREP Executive Committee (hereinafter referred to as "Executive Committee") which shall be composed of one representative of each of the Parties. The governing body of each Party shall appoint a representative and an alternate

representative to represent its interests on the Executive Committee, which shall function as authorized in this Agreement. Alternate representatives shall have full authority to act in the place of a representative when the representative is absent. Each representative and alternate representative shall continue to serve until his or her successor is appointed.

(b) Executive Committee Officers. The Executive Committee shall annually elect from among its members a President and a Vice-President. The Executive Committee shall designate a Secretary to keep the necessary minutes and other documents to properly document the affairs of the Executive Committee, including satisfying requirements of the first paragraph of Government Code Section 6505. The Committee shall designate a Treasurer to keep independent books, records, accounts and other reports of the Executive Committee. The Secretary and Treasurer need not be members of the Executive Committee.

(c) Executive Committee Meetings. The Executive Committee shall meet at times and places as may be determined by the Executive Committee to be appropriate. The Executive Committee shall meet no less than annually and shall at a minimum review the current year's activities and approve the next year's budget. A notice of the time and place of all meetings shall be furnished by the Secretary to each representative and to each alternate representative. Any representative on the Executive Committee may call a special meeting of the Executive Committee. Regular, adjourned and special meetings shall be called, noticed and held in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (commencing at Section 54950). Minutes shall be kept for all meetings of the Executive Committee, and such minutes shall include a listing of those attending and those absent. The minutes shall also describe an action approved or denied and the tally of the votes on each matter on which a vote is taken.

(d) Executive Committee Voting. Representatives of at least a majority of the Executive Committee (any three members) shall constitute a Quorum for the purpose of transacting business. Voting by the Executive Committee shall be as follows:

(1) Amendment of Agreement. The Executive Committee shall have no authority or power to change the terms, conditions or provisions of this Agreement by vote. By the voting procedure set forth in subsection (2) below, the Executive Committee may recommend to the Parties' governing bodies amendments to this Agreement.

(2) Vote Required. Except as set forth in subsection (3) below, the Executive Committee shall act by majority vote of all of the membership of the Executive Committee, except that in no event shall the Executive Committee take action unless the Participation Percentages of the Parties which vote in favor of the proposed action total at least 76%. The Participation Percentages of the Parties are defined in Section 7.01 below.

(3) Notwithstanding the provisions of subsection (2) above, the Executive Committee shall act only by a unanimous vote of all the membership of the Executive Committee on the following matters:

- a) The approval of each year's Final Budget or any amendment thereto.
- b) The approval of any amendments to the PCA or the LPCA, or any of the terms, conditions or provisions of either of them.
- c) Any delegation of Executive Committee authority or power under Section 6.01(e) below.

(c) Delegation of Authority. The Executive Committee may at any time delegate all or a portion of its authority to the Technical Committee. Any delegation of authority by the Executive Committee must have the prior approval of the Parties by the process outlined in Section 6.01 (d)(3). In the event that the Executive Committee delegates any of its duties hereunder to the Technical Committee, the Technical Committee shall thereafter at all times when exercising those delegated duties be subject to the meeting and voting requirements and procedures set forth in subsections 6.01 (c) and (d) above and shall be otherwise subject to the limitations, restrictions and obligations imposed upon the Executive Committee elsewhere in this Agreement.

Section 6.02. Technical Committee. Each Party shall appoint a representative and an alternate representative to represent its interest on the SREP Technical Committee (hereinafter referred to as the "Technical Committee") which shall function as a steering committee for the SREP and shall make recommendations to the Executive Committee. Subject to the limitations and restrictions set forth in Subsection 6.01 (e) above, the Technical Committee shall establish its own procedures for meetings and for making decisions, which procedures shall be subject to the approval of the Executive Committee.

Section 6.03. Staff.

(a) SREP Staff. Staff to perform services required under this Agreement for the SREP shall be provided by the Lead Agency. The Lead Agency shall be entitled to reimbursement from the other Parties hereto for the provision of such staff services as set forth in Section 4.02 above and 7.01 below.

(b) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules which apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions or other duties under this Agreement.

(c) Consultant Services and Contracts. Subject to Sections 6.01 and 7.04 of this Agreement and with the approval of the Executive Committee, the Lead Agency shall have the power to contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.

Section 6.04. Resolution of Disputed Issues. As a condition precedent to a Party bringing suit for breach of this Agreement, that Party must first notify all the other Parties in writing of the nature of the breach and shall seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the disputed issues through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to all the Parties. The existence of disputed issues shall not excuse the Parties, or any of them, from performance otherwise required pursuant to the terms of this Agreement. In the event that the Parties are unable to resolve disputed issues after utilizing the procedures set forth above, any Party may resort to whatever legal remedies are otherwise available to it.

ARTICLE 7 - FINANCIAL PROVISIONS

APPLICABLE TO THE FLOOD CONTROL PORTIONS OF THE PROJECT

Section 7.01. Participation Percentages of the Parties. The Parties agree to be responsible for SREP expenses, liabilities and any other obligations incurred by the Lead Agency pursuant to the terms of this Agreement, the PCA and the LPCA, which are to be shared by

percentage, (herein referred to as the "Participation Percentage") in the following amounts:

CITY OF PORTERVILLE	15%
COUNTY OF KINGS	3%
TULARE COUNTY FLOOD CONTROL DISTRICT	25%
LOWER TULE RIVER IRRIGATION DISTRICT	20%
TULARE LAKE BASIN WATER STORAGE DISTRICT	37%

Other than as expressly set forth herein, the sharing of costs by the Participation Percentages set forth above shall apply to the total flood control costs for all pre-construction engineering and design, construction, operation, maintenance, administration, overhead and any other reasonable obligations and liabilities incurred by the Lead Agency pursuant to this Agreement, the PCA and the LPCA, including, but not limited to, approved expenses incurred by the Lead Agency or incurred by any other Party to this Agreement for which reimbursement is authorized under the provisions of Section 7.06 hereof. Each Party shall be liable for its Participation Percentage of such costs and to pay when due assessments for such costs which are imposed under the provisions of Section 7.04, subject to the limitations and restrictions herein set forth. Any change in the Participation Percentages set forth herein may be approved only by an amendment of this Agreement approved as set forth in Section 9.01.

Section 7.02. Limitations on Sharing of Costs By Parties. (a) It is the understanding of the Parties that The Reclamation Board shall be responsible for 70% of the creditable non-federal flood control costs of the Project, and it is the intention of the Parties that their joint obligation to share in the local costs of the Project as set forth in Section 7.01 above is contingent upon The Reclamation Board providing such funds for its share.

(b) Long Term Financial Obligations. Each party hereby agrees to be liable for and to pay for its Participation Percentage multiplied by the monetary value of (1) all responsibilities, liabilities and costs of the Project allocated to the Lead Agency pursuant to this Agreement, the PCA and the LPCA and (2) all responsibilities, liabilities and costs of the SREP.

Section 7.03. Fiscal Year. The Fiscal Year shall be the period beginning on July 1 of each year and ending on June 30 of the following year.

Section 7.04. Budget Adoption and Assessments. The SREP budget shall be based on the Fiscal Year. The Lead Agency shall prepare a Preliminary Budget for the next Fiscal Year and present it to the Technical Committee for consideration by February 1 of the preceding

Fiscal Year. The Executive Committee shall adopt the Final Budget (hereinafter referred to as the "Budget") by July 1 of the Fiscal Year or as soon as practical thereafter. The Budget shall include the amount of the annual assessment (hereinafter referred to as "Annual Assessment") to be imposed on each Party for that Fiscal Year, calculated as each Party's Participation Percentage multiplied by the total amount of the budgeted expenditures for that Fiscal Year, which may include payments into reserve or contingency funds as hereinafter provided.

(a) Reserve and Contingency Funds. The Budget may provide for contingency and reserve categories.

(b) Expenditure Approval.

(1) Expenditure of Budgeted Amounts. Funds may be expended by the Lead Agency as set forth in the Budget. Any expenditure of funds for a line item in excess of the amount for said line item in the approved Budget is allowable only if there are such unexpended funds for other line items in the Budget and if the expenditure is approved by at least three representatives of the Technical Committee.

(2) Expenditure of Contingency or Reserve Funds. Any expenditure of funds from the contingency or reserve categories in the Budget shall require approval of the Executive Committee under the guidelines described in Section 6.01 (d)(2).

(3) Expenditure of Reimbursed Amounts. Any reimbursement from the State of California or other revenues, including interest, accruing to the Parties' SREP fund shall not be included in the assessment or budget limits stated above and are available for expenditure with the approval of the Executive Committee on the basis of the voting procedures set forth in Section 6.01, subject to the allocation requirements set forth in subsection 7.05(a) below.

(c) Assessments. After consultation with the Technical Committee, the Lead Agency shall give written notice of each assessment to each Party as funds are needed during the Fiscal Year. All assessments shall be due and payable within sixty days after receipt of such written notice and shall be delinquent if not paid within said sixty days. Notice of an assessment shall be deemed received by a Party five days after mailing by the Lead Agency. Assessment payments which are delinquent shall be charged interest computed at the average quarterly rate applied by Tulare County to warrant fund accounts. In addition, any assessments not paid within ninety days of receipt of written notice thereof shall be assessed a service charge on the unpaid amount at the rate of 5/6% per month.

(1) Unbudgeted Special Assessments. Notwithstanding the budget and assessment process set forth above, it is recognized by the Parties to this Agreement that there may be a need to expend funds in excess of the Annual Assessments or in excess of the amounts approved under the Budget on items such as utility company power transmission lines and facilities, bridge design, real estate acquisition, and other costs for which the timing may be uncertain. Therefore, if there is a need to expend an amount of money in a Fiscal Year which exceeds the Annual Assessment or Budget amount, the Executive Committee shall determine a specific increase, modify the Budget and set the assessment pursuant to the voting procedures set forth in Section 6.01, subsection (d)(3)a).

(2) Internal Funding of Assessment Shortfall. Parties may make arrangements between or amongst themselves to temporarily fund all or a portion of another Party's assessment within the SREP accounting system.

(3) Advance Payments. Any Party may make advance payments to the SREP.

Section 7.05. Fund Deposits and Accounting. All funds of the SREP shall be deposited in and disbursed from an account, or accounts, established by the Lead Agency in the Tulare County Treasury in the name of the Lead Agency. All such accounts shall carry the designation "Success Reservoir Enlargement Project". All such funds shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements periodically as determined by the Executive Committee, but no less than annually. In addition, the Lead Agency shall provide an annual financial examination of the SREP books, records and accounts by a qualified, independent Certified Public Accountant. The books, records and accounts kept pursuant to this Agreement shall be open to inspection by each Party.

(a) Accounting for Funds Reimbursed to SREP. Funds that are received from the U.S. Army Corps of Engineers, The Reclamation Board, or any other third party for reimbursement of Project flood control costs shall be allocated to or distributed to the Parties on the basis of the Participation Percentages set forth in Section 7.01, unless a Party owes an outstanding delinquent payment, in which event the amount of the outstanding delinquent payment, interest, and service charges shall not be allocated to or provided to that Party, but shall instead be credited to the payment of that Party's outstanding delinquent payment.

Section 7.06. Reimbursement of Party Expenses. With approval of the Executive Committee under Section 6.01, any Party providing services or incurring expenses may receive

reasonable reimbursement for all costs and expenses associated with such service. Any expense paid or cost advanced by a Party shall be repaid with interest at the Tulare County average quarterly warrant fund rate for the corresponding period. Interest shall begin to accrue 90 days from the date the Lead Agency receives a written request for reimbursement.

Section 7.07. Projected Total Project Flood Control Costs. The "total project flood control costs" as defined in the PCA as of effective date of the PCA are projected to be \$21,995,000. If at any time during the term of this Agreement the Corps makes a revised projection of such total project flood control costs, the Lead Agency shall forthwith notify the Parties of such revised projection prior to any corresponding increases in annual assessments to be imposed on each Party under Articles 6 and 7 of this Agreement.

ARTICLE 8 - LIABILITY, INSURANCE AND PROPERTY

Section 8.01. Agreed Upon Share of Liability for Judgment or Damages. If any Party is held liable for acts or omissions which occur in the performance of this Agreement, such Party shall be entitled to contribution from each of the other Parties to the Agreement, so that after said contribution each Party shall be responsible for a percentage share of such liability equal to its Participation Percentage, except that such Party shall not be entitled to such contribution if its liability is based upon the Party's intentionally wrongful or reckless conduct. To the extent that such Party's liability is based upon its reckless or intentionally wrongful conduct, such Party shall indemnify, defend, and hold harmless all the other Parties from and against any and all third party claims for loss, injury, death, or damages to person or property arising from such intentionally wrongful or reckless conduct.

Section 8.02. Insurance. The insurance coverage for the SREP shall be in the name of the Lead Agency, shall name each of the other Parties as an additional insured, and shall be agreed upon by the Technical Committee representatives. Insurance costs incurred by the Lead Agency that are related to the SREP shall be included among the other expenses to be allocated to the Parties pursuant to the Participation Percentages.

(a) Public Liability and Property Damage Insurance. The Lead Agency shall during the entire term of this Agreement obtain, keep and maintain in full force and effect a policy or policies of public liability and property damage insurance in amounts protecting the Parties' interests and in amounts satisfactory to the Executive Committee. Such policy or policies shall

name each of the Parties as additional insureds and shall contain a provision which states that the policy may not be canceled or otherwise terminated without thirty days prior written notice to the Executive Committee. Upon the request of any Party, the Lead Agency shall provide a certificate of insurance as to each policy kept in compliance with this Section. The Lead Agency shall be reimbursed the costs of any insurance it purchases to fulfill the requirements of this Article.

(b) Workers' Compensation Insurance. Each Party shall obtain, keep and maintain in full force and effect during the entire term of this Agreement workers' compensation insurance in one of the forms allowed and provided for under the Insurance Code and the Labor Code of the State of California.

Section 8.03. Property.

(a) Reservoir Take Land - Holder of Title. Pursuant to recent federal legislation, the federal government has the authority to hold title to those lands required to be purchased around the perimeter of Success Reservoir for the Project (hereinafter referred to as the "take lands"). If the federal government declines to hold title to the take lands or relinquishes title to the take lands, and The Reclamation Board declines to hold title to the take lands, then title may be held in the name of the Lead Agency or such other entity as the Parties may agree pursuant to the provisions of Section 6.01(d)(2), subject to the consent of the party which would be holding title.

(b) Mitigation Lands - Holder of Title. It is the intention of the Parties that title to mitigation lands not contiguous to lands of the United States or to Reservoir take lands purchased for the Project, which may be located in Tulare County or in Kings County, may either be held in the name of the Lead Agency or such other entity as the Parties may agree pursuant to the provisions of Section 6.01(d)(2), subject to the consent of the party which would be holding title, the Corps and The Reclamation Board.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

Section 9.01. Amendment. This Agreement may be amended only by a written agreement approved and executed by all of the Parties.

Section 9.02. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Similarly should the participation of any Party to this Agreement be decided by the courts or legislature to be illegal

or in excess of that Party's powers, the validity of the participation of the remaining Parties to the Agreement shall continue upon the same terms as provided herein as if that Party had not been a party to the Agreement.

Section 9.03. Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Parties, or any individual Party, may not be assigned or delegated without the written consent of all Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agreement then in effect. This Agreement shall inure to the benefit of, and be binding upon the approved successors and assigns of the Parties hereto.

Section 9.04. Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been received within five days of the date mailed, postage prepaid, or on the date when delivered during working hours to the addresses set forth in Exhibit D attached hereto or to such changed addresses as are communicated to the Parties in writing.

Section 9.05. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together form one and the same instrument.

Section 9.06. Choice of Law. This Agreement shall be governed by the laws of the State of California.

Section 9.07. Headings. The titles of paragraphs or articles of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of the Agreement shall be drawn therefrom.

Section 9.08. Disputes. If a disagreement or dispute arises between any of the Parties to this Agreement with respect to interpretation or implementation of this Agreement or concerning the obligations of the Parties under this Agreement, the Parties in dispute shall advise the Lead Agency in writing of such dispute or disagreement as soon as possible, but in no event later than five days, after learning of the dispute or disagreement. The following procedure shall be followed to attempt to resolve the dispute if the dispute cannot be resolved through discussion at regular Technical Committee and Executive Committee meetings:

(a) The Technical Committee and Executive Committee representatives of each of the involved Parties shall meet and confer and attempt to reach agreement on the issue, and if damages are claimed, the amount of the damages, and the measure of damages, if any, each Party shall be responsible for.

(b) If the involved Parties are unable to reach agreement under subsection (a), the entire Executive Committee shall meet and confer and attempt to reach agreement on the issues.

(c) If the entire Executive Committee representatives are unable to reach agreement, each Party shall have recourse to all appropriate legal and equitable remedies.

(d) The procedures to be followed in the resolution of disputes may be modified at any time by mutual written agreement of the Parties hereto.

Section 9.10. Each of the persons signing this Agreement warrants and represents that he has been duly authorized to sign this Agreement by the governing body of the local public agency on whose behalf he has signed.

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

DATE: 4-8-03

Lower Tule River Irrigation District

BY Ben Smith

DATE: 02-25-03

County of Kings

BY Joe Neves
JOE NEVES, CHAIR

DATE: _____

Tulare Lake Basin Water Storage District

BY Frank J. Graham

DATE: APR 22 2003

Tulare County Flood Control District

BY Jim Simpson

DATE: 3-4-03

City of Porterville

BY Paul Woods

APPROVED AS TO FORM
COUNTY COUNCIL
BY W. H. H. H. H.
Dated 4/9/03

h/agreement/Local Agree-suc-res3.doc
ver: 2/14/03 - 12:00 pm

**ESTIMATED COST FOR CONSTRUCTION OF THE SUCCESS RESERVOIR
TULE RIVER PROJECT⁽¹⁾
FLOOD CONTROL AND IRRIGATION STORAGE**

Total Construction Cost		23,640,000	
<u>Cost Allocation Between Purposes</u>			
Flood Control 93.04%	21,995,000		
Irrigation 6.96%	1,645,000		
<u>Non-Federal Cost Sharing for Construction:</u>			
Flood Control:			
Minimum 35% of \$21,995,000 for Flood Control, PL 99-662 (103a.) Amended WRDA 96	7,698,250		
Flood Control 5% Cash Up-Front	1,099,750		
LERRD	5,908,000		
Cash Difference	690,500		
Total Non-Federal Cost	7,698,250		
State of California Cost Sharing for Flood Control			
State of California Cost Share Flood Control @ 70 percent	5,388,775	5,388,775	
Local Non-Federal Sponsors' Share of Project Costs			
Flood Control @ 30% \$7,698,250	2,309,475		
Irrigation Storage @ 35% \$1,645,000	575,750		
PL 99-662, Sec. 103(c)(3)		2,885,225	
<u>Project Cost Allocation</u>			
Non-Federal Cost Allocation			
State of California	5,388,775	22.8%	
Local Non-Federal Sponsors	2,885,225	12.2%	
Total	8,274,000		
Federal Cost Allocation			
Flood Control	14,296,750		
Irrigation Storage	1,069,250		
	15,366,000	65.0%	
Total	23,640,000	100.0%	

(1) Corps of Engineers 01 October 2002 pricing level.

CONTACT LIST

Lower Tule River Irrigation District
357 E. Olive Ave.
Tipton, CA 93272
Attn: Dan Vink, General Manager

Tulare County Flood Control District
5961 S. Mooney Blvd.
Visalia, CA 93277
Attn: Mr. Jim Maples, Supervisor
Mr. Michael Whitlock, Flood Control Engineer

City of Porterville
291 N. Main Street
Porterville, CA 93275
Attn: Mr. John Longley, City Manager
Mr. Harold Hill, Acting Public Works Director

Tulare Lake Basin Water Storage District
1001 Chase Ave.
Corcoran, CA 93212
Attn: Mr. Brent Graham, General manager

County of Kings
Kings County Government Center
Hanford, CA 93230
Attn: Mr. Jon Rachford, Supervisor
Mr. Kevin McAlister, Chief Engineer

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO AFFIRM THE APPROVAL OF
THE TULARE COUNTY AGREEMENT NO. FC-84 FOR THE SUCCESS RESERVOIR
ENLARGEMENT PROJECT

WHEREAS: The Success Reservoir Enlargement Project (Dam) (SRE) (Project) was authorized through the federal Water Resources Development Act of 1999;

WHEREAS: The Project has been on hold for approximately 10 years because there were concerns from the United States Army Corp of Engineers (USACE) regarding the safety of the dam;

WHEREAS: The USACE performed a seismic analysis of the dam, and has determined that there is no longer a safety risk;

WHEREAS: In April of 2003, the City of Porterville entered into a "Local Project Agreement for the Success Reservoir Enlargement Project;"

WHEREAS: The parties to the Local Project Agreement are the Lower Tule Irrigation District, the Tulare Lake Basin Water Storage District, the Tulare County Flood Control District, the County of Kings, and the City of Porterville;

WHEREAS: Through this agreement, the parties have assumed joint responsibility for the local share of the flood control costs and the responsibilities for the SRE Project as the Tule River Improvement Joint Powers Agreement (TRIIPA) Agencies; and

WHEREAS: The TRIIPA agencies are now seeking affirmation to proceed with the project now that the USACE has determined there is no longer a seismic safety risk associated with the dam.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE:

1. The City Council finds that the City will directly benefit from this Project with regard to the additional flood control, water conservation storage, and in particular the recharge of the groundwater for the City's water users;

2. Affirms approval of the Tulare County Agreement No. FC-84 based on the current Project cost estimate of \$40,000,000; and

3. Authorizes the TRIJPA to re-engage with USACE and the Department of Water Resources (DWR) in the Project.

PASSED, APPROVED, AND ADOPTED this 19th day of January 2016.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Status and Review of Declaration of Local Drought Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board is directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems. On November 13th, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016 if drought conditions persist through January.

At its last meeting on December 15th, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency, due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Approximately twenty-five (25) residences within the city have been determined to currently have dry wells, most of which are concentrated in the vicinity of E. Vandalia Avenue between Main and Plano Streets, and it is anticipated that more could likely occur through the coming months. City staff has submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry. As previously reported, City staff has resubmitted the E. Vandalia water connection project to the State for grant-funding consideration. Given staff's perception that the State is not inclined to provide funding for this water connection project, staff conducted an outreach meeting with the affected area residents, to begin discussions regarding the formation of a water utility district.

Also at the Council's December 15th meeting, the City Council authorized giving notice to Tulare County Office of Emergency Services (OES) to terminate the Mutual Aid Request for the City's filling of fifteen (15) household water tanks placed by Porterville Area Coordinating Council (PACC). Tulare County OES was receptive of the termination notice, and the PACC household

tank program was terminated effective Thursday, January 14, 2016. PACC has committed to continue to help those in need of assistance in filling their tanks, if necessary.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS: 1. Resolution 49-2015 - Declaration of Local Emergency
 2. Governor's Executive Order

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

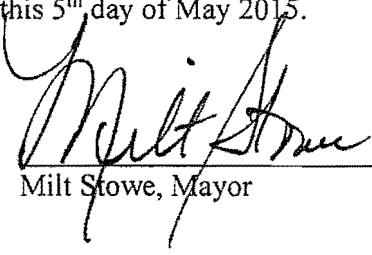
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

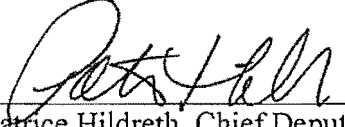
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

Executive Department
State of California

EXECUTIVE ORDER B-29-15

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 California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from 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 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; 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 orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

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 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Consideration of the Modification of Restrictive Covenants on the Villa Siena Commercial Property

SOURCE: Community Development

COMMENT: In 2008, the City of Porterville Redevelopment Agency approved the Villa Siena Commercial Mixed Use Project, which developed a 70-unit affordable-living apartment complex and a 2700± square foot commercial shell building at the southeast corner of Putnam Avenue and E Street. The development was constructed in 2010, and while the apartments were filled almost immediately, the commercial shell building has not yet been leased.

One element of the mixed use project authorization was the recordation of Restrictive Covenants (Attachment 1), which specified terms and conditions. Section 7 of that document outlines various restrictions of the use of the commercial parcel and building. On November 10, 2015, TPC Commercial, LLC (the property owner) wrote a letter to staff requesting that Section 7.3 of the Restrictive Covenants be amended to allow any permitted uses associated with the underlying zoning district.

Section 7.3 states as follows:

Specified Uses Prohibited. Owner and Agency hereby acknowledge and agree that the Commercial Space is contemplated to be leased for use as a medical office, medical clinic, other professional office use, or other use that is expressly approved in writing by the Agency, which approval shall not be unreasonably conditioned, withheld or delayed. Notwithstanding anything to the contrary set forth herein or in the Affordable Housing Agreement, in no event shall the use or operation of the Commercial Space by Owner and/or Owner's successors, assigns, or lessees at any time include establishments selling alcohol, adult-oriented retail, services catering mainly to adults, smoke shops and discount tobacco product stores, tattoo or body piercing establishments, single price overstock or discount stores, second-hand or thrift stores, check cashing facilities, payday loan facilities, rent-to-own businesses, massage or acupressure services, pawn shops, water services, liquor stores, bars or taverns, dance halls, billiard halls, arcades, dog grooming shops, frozen food lockers, furriers and fur storage, hotels, launderette services, taxidermists, or taxi stands. In addition, in no event shall the Commercial Space be used or operated by Owner and/or

Owner's successors, assigns, or lessees at any time for any purpose that requires a conditional development or use permit pursuant to the Porterville Municipal Code unless first approved by the Agency, which approval shall be in the Agency's sole and absolute discretion.

The intent of the Redevelopment Agency at that time was to limit commercial uses in this location that are typically regarded to prey upon low-income populations - in particular the residents of the Villa Siena project and adjacent neighborhoods. That said, after the building has sat vacant for approximately five years, it may be time to reconsider certain restrictions.

Important to note are other restrictive covenants within the document, which would be maintained. A restriction on hours of operation limits use of the shared parking spaces for commercial lessees and clients to Monday through Friday (excluding holidays) during the hours of 8:00 am through 6:00 pm. During evenings, weekends, and holidays, the parking spaces must be available for use by the residential tenants of Villa Siena. The restriction on hours, to a certain extent, limits potential tenants of the commercial space. However, lifting that restriction would be ill-advised, as the total number of parking spaces was reduced in light of the shared parking agreement. In addition, the parking spaces required in 2008 were fewer than today's Development Ordinance requires. Further, an easement maintenance and use agreement is in place through separate instrument.

Staff has analyzed the land uses that would otherwise be allowed in the Downtown Mixed Use Zone District, where the subject property is located. Attachment 2 is Table 202.02 from the Development Ordinance, and outlines land uses allowed in the Downtown zone districts. Of the land uses allowed in this district, the size and location of the existing building hinder the potential for a tenant to actually pursue some of them. For example, while Downtown Entertainment is an allowed use, the building is far too small to function as a bowling alley. Similarly a laundromat, which would be a prohibited use, could possibly be allowed through a modification of the restrictive covenants, but the business would not likely succeed with operational hours limited as they are.

Staff would recommend consideration of adjustment of the restrictive covenants, such as possibly allowing sale of alcohol in association with a restaurant or grocery store, and perhaps eliminating the clause that any conditional use permit must return to the Successor Agency prior to consideration by the City Council. With this report, staff requests direction from the Housing Authority as to the extent of adjustment the Housing Authority would like staff to evaluate. If direction is so given, a resolution amending the restrictive covenants could be brought back at the next meeting.

RECOMMENDATION: Provide direction to staff.

ATTACHMENTS: 1. Restrictive Covenants
 2. Table 202.02 Land Use Requirements
 3. Site Plan

4. CCR Amendment Request

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

19
RECORDING REQUESTED BY:
CHICAGO TITLE CO.

42115625-AK/cw



2010-0064185

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Porterville Redevelopment Agency
291 North Main Street
Porterville, California 93257
Attention: Executive Director

Recorded
Official Records
County of
Tulare
GREGORY B. HARDCASTLE
Clerk Recorder

REC FEE

0.00

08:00AM 19-Oct-2010 | Page 1 of 23

This document is exempt from the payment of a recording fee
pursuant to Government Code Sections 6103 and 27383.

**RESTRICTIVE COVENANTS
(Villa Siena Commercial Space)**

These **RESTRICTIVE COVENANTS (Villa Siena Commercial Space)** ("Restrictive Covenants") are made as of September 30, 2010 ("Date of Restrictive Covenants") by and between **TPC COMMERCIAL, LLC**, an Idaho limited liability company ("Owner") and **PORTERVILLE REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Agency").

RECTIALS

A. Agency and Residential Parcel Owner entered into that certain Affordable Housing Agreement dated as of April 7, 2009 ("Original Agreement") with respect to certain real property located in the City of Porterville ("City"), County of Tulare, State of California, described therein ("Site"). The Original Agreement was amended on February 1, 2010 ("First Amendment"), August 6, 2010 ("Second Amendment"), and again concurrently herewith ("Third Amendment").

B. Concurrently with the Third Amendment and these Restrictive Covenants, Agency, Residential Parcel Owner and Owner entered into that certain Assignment and Amendment of Affordable Housing Agreement (Commercial Space) ("Assignment") to provide for the conveyance by Residential Parcel Owner to Owner of a portion of the Site referred to therein and herein as the "Commercial Parcel" and assignment by Residential Parcel Owner and assumption by Owner of all obligations under the AHA relating to the Commercial Space (defined in the AHA). The Original Agreement, First Amendment, Second Amendment, Third Amendment, and Assignment are referred to herein collectively as the "AHA."

C. The Commercial Parcel is legally described in Attachment No. 1, which is attached hereto and incorporated herein by this reference.

D. The AHA provides for, among other things, the development and operation of the Commercial Space on the Commercial Parcel.

E. All initially capitalized terms used herein and not expressly defined have the meanings set forth in the AHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Agency hereby agree as follows:

1. Transfers of Interest in Commercial Parcel or AHA.

1.1 Prohibition Against Transfer. The qualifications and identity of Owner are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into these Restrictive Covenants with Owner. For the period commencing upon the Date of Restrictive Covenants and until the issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, no Transferee (defined below) shall acquire any rights or powers under these Restrictive Covenants, nor shall Owner make any Transfer (defined below) of the whole or any part of the Commercial Parcel or the Commercial Space without the prior written approval of Agency, which approval may be granted or withheld in the sole and absolute discretion of Agency. Following the issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, any Transfer shall be governed by Sections 1.2 and 1.3.

1.2 Agency Consideration of Requested Transfer. Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 1, provided (a) Owner delivers written notice to Agency requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and reasonable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of Owner under these Restrictive Covenants (and, to the extent applicable, the AHA) in a form which is reasonably acceptable to Agency. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 1.2. Agency shall approve or disapprove the request within thirty (30) days of its receipt of Owner's notice and all information and materials required herein. In no event, however, shall Agency be obligated to approve the assignment or Transfer of these Restrictive Covenants or the Commercial Parcel Deed of Trust in favor of Agency and recorded against the Commercial Parcel concurrently herewith, except to an approved Transferee of Owner's rights in and to the Commercial Parcel and Commercial Space.

1.3 Approval of Financing or Refinancing. Agency Executive Director shall have the right to review all documents related to and to approve or disapprove any assignment for financing purposes and/or refinancing of any loan secured by the Commercial Parcel and/or Commercial Space and, as and if applicable, any other debt secured by Owner's interest in the Commercial Parcel and/or Commercial Space, which refinancing will: (a) increase the interest rate applicable to such debt, or (b) increase the outstanding principal amount of such debt, or (c) cause or require the release or withdrawal of cash or equity from any part of the Commercial Parcel and/or Commercial Space, or (d) extend the term of repayment of such debt, or (e) otherwise increase the aggregate annual debt service payments on such loan. Agency Executive Director shall reasonably consider any such proposed refinancing based on an economic evaluation conducted by Agency's economic consultant that analyzes the effect of the proposed refinancing on (i) the ability of Owner to repay in full any debt or other liens against the Commercial Parcel and/or Commercial Space as such payment becomes due and (ii) the availability of Refinancing Net Proceeds to be paid to the Agency pursuant to Section 1.5. This Section 1.3 shall terminate and be of no further force and effect upon the conveyance of the Commercial Parcel and the Commercial Space by Owner or an approved successor or assign of Owner to a person or entity that is not an Affiliate (defined in Section 1.6) of either Owner or Caleb J. Roope; provided that such conveyance has been approved in writing by Agency pursuant to Section 1.2.

1.4 Successors and Assigns. These Restrictive Covenants shall run with the land, and all of the terms, covenants and conditions of these Restrictive Covenants shall be binding upon Owner and the permitted successors and assigns of Owner. Whenever the term "Owner" is used in these Restrictive Covenants, such term shall include any other permitted successors and assigns as herein provided. Any Transferee under this Section 1 shall, prior to or concurrently with the transfer or assignment of Owner's rights and obligations under these Restrictive Covenants or otherwise relating to the Commercial Space, execute an Assignment and Assumption Agreement in a form reasonably acceptable to Agency requiring such Transferee to assume each and every obligation of Owner under the AHA (to the extent applicable) and these Restrictive Covenants. After such Transfer or assignment, all rights and obligations of the transferor Owner shall be assumed by the Transferee and the transferor Owner shall not incur any liability or have any obligation under these Restrictive Covenants accruing after the date of such Transfer or assignment.

1.5 Transfer Net Proceeds; Refinancing Net Proceeds. In the event Owner Transfers all or any portion of the Commercial Space and/or the Commercial Parcel, subject to and with Agency's consent as provided in this Section 1, Owner shall pay to Agency fifty percent (50%) of any Transfer Net Proceeds (defined below) received by Owner in connection with the Transfer. In the event Owner makes an assignment for financing purposes and/or refinances any debt secured by the Commercial Space and/or the Commercial Parcel, subject to and with Agency's consent as provided in this Section 1, Owner shall pay to Agency fifty percent (50%) of any Refinancing Net Proceeds (defined below) received by Owner in connection with such assignment for financing purposes and/or refinancing. This Section 1.5 shall terminate and be of no further force and effect upon the conveyance of the Commercial Parcel and the Commercial Space by Owner or an approved successor or assign of Owner to a person or entity that is not an Affiliate (defined in Section 1.6) of either Owner or Caleb J. Roope; provided that such conveyance has been approved in writing by Agency pursuant to Section 1.2.

1.6 Definitions. For purposes of these Restrictive Covenants, the following terms have the meanings set forth below:

(a) As used herein, "Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Owner and/or Caleb J. Roope, which shall include each of the constituent partners or members of Owner's limited liability company. The term "control," as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

(b) As used herein, "Transfer" means any total or partial sale, transfer, conveyance, assignment, subdivision, financing, refinancing; but specifically excluding any space lease or sublease.

(c) As used herein, "Transferee" means a voluntary or involuntary successor to Owner's interest in the AHA, these Restrictive Covenants, the Commercial Space and/or the Commercial Parcel.

(d) As used herein, "Transfer Net Proceeds" shall mean the proceeds of any Transfer, in whole or in part, of Owner's interest in the Commercial Parcel and/or Commercial

Space, net of: (i) reasonable and customary costs and expenses incurred in connection with such transfer, (ii) the total of actual hard costs of construction of the Commercial Space paid by Owner, including assumed profit, overhead, and general conditions of fourteen percent (14%) of such actual hard construction costs, (iii) the total of actual soft construction costs paid by Owner for construction of the Commercial Space, including the Residual Receipts Termination Fee paid by Owner to Agency pursuant to the Assignment, (iv) repayment of loans made by Owner to the Commercial Space for operating deficits in excess of available Commercial Space revenues, (v) priority return of twelve percent (12%) simple interest on total capital invested by the Owner, including Owner's capital contributions to expenses listed under items (ii), (iii), and (iv) below, and (vi) repayment of principal and interest owing under loans provided by third parties (that are not Affiliates of Caleb J. Roope or Owner), secured by the Commercial Parcel and approved by the Agency pursuant to Section 1.3.

(e) As used herein, "Refinancing Net Proceeds" shall mean the proceeds of any approved financing or refinancing of any financing secured by the Commercial Parcel, net of: (i) reasonable and customary costs and expenses incurred in connection with the refinancing, (ii) the total of actual hard costs of construction of the Commercial Space paid by Owner, including assumed profit, overhead, and general conditions of fourteen percent (14%) of such actual hard construction costs, (iii) the total of actual soft construction costs paid by Owner for construction of the Commercial Space, including the Residual Receipts Termination Fee paid by Owner to Agency pursuant to the Assignment, (iv) repayment of loans made by Owner to the Commercial Space for operating deficits in excess of available Commercial Space revenues, (v) priority return of twelve percent (12%) simple interest on total capital invested by the Owner, including Owner's capital contributions to expenses listed under items (ii), (iii), and (iv) below, and (vi) repayment of principal and interest owing under loans provided by third parties (that are not Affiliates of Caleb J. Roope or Owner), secured by the Commercial Parcel and approved by the Agency pursuant to Section 1.3.

2. Hazardous Materials.

2.1 As-Is Condition; Exceptions. The Commercial Parcel was conveyed by Agency to Residential Parcel Owner and by Residential Parcel Owner to Owner in an "as is" physical and environmental condition, with no warranty, express or implied, by Agency as to the condition of any existing improvements, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances, and it shall be the sole responsibility of Owner at its expense to investigate and determine the physical and environmental conditions of the Commercial Parcel. The parties acknowledge and agree that prior to Agency's acquisition of the Commercial Parcel from the prior owner thereof, Residential Parcel Owner had a full, complete, and adequate opportunity to investigate the environmental and physical condition of the Commercial Parcel, including conducting Phase I and Phase II environmental investigations and reviewing all reports prepared in connection therewith, and by entering into these Restrictive Covenants, Owner has approved the condition of the Commercial Parcel and hereby accepts all responsibility for the condition of the Commercial Parcel as between Agency and Owner. It shall be the sole responsibility and obligation of Owner to take such action as may be necessary to place the physical and environmental condition of the Commercial Parcel in a condition entirely suitable for the purposes set forth in these Restrictive Covenants.

2.2 Release of Agency. Owner hereby waives, releases and discharges forever Agency and City, and their respective employees, volunteers, directors, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative

proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the physical and environmental condition of the Commercial Parcel, any Hazardous Materials on or under the Commercial Parcel, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Commercial Parcel, however they came to be placed there, except that arising out of the gross negligence or willful misconduct of Agency or City or their respective employees, volunteers, directors, officers, agents or representatives.

Owner acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

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

As such relates to this Section 2.2, Owner hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

2.3 Owner Precautions. Owner shall take all necessary but reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Commercial Parcel. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Owner shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

2.4 Owner Indemnity Re Hazardous Material. Owner hereby agrees and hereby shall indemnify, defend (with counsel reasonably acceptable to Agency and City) and hold Agency and City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Commercial Parcel, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Commercial Parcel. This indemnity shall include, without limitation, any damage, liability, fine, penalty, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Owner, Agency shall cooperate with and assist Owner in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that Agency shall not be obligated to incur any expense in connection with such cooperation or assistance.

2.5 Definitions. As used herein, the following terms have the meanings set forth below:

(a) **"Governmental Requirements"** means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County, the City, or any other political subdivision in which the Commercial Parcel is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over Owner or the Commercial Parcel.

(b) **"Hazardous Materials"** means any substance, material, or waste which is or becomes regulated by any local governmental Agency, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (x) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of mixed use residential and commercial developments or associated buildings and grounds, or typically used in residential and commercial activities in a manner typical of other developments comparable to the Project, including without limitation alcohol, aspirin, tobacco and saccharine.

3 **Owner's Indemnity Re Liabilities.** Except as set forth in Section 2, *et seq.*, above with respect to Hazardous Materials, Owner shall, at its expense, defend (with counsel reasonably acceptable to Agency), indemnify, and hold harmless Agency and its officers, directors, volunteers, agents, employees and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of, any third party claim in connection with, or relating in any manner to any act or omission of Owner or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Owner's performance or failure to perform its obligations under the AHA and these Restrictive Covenants, Owner's ownership or operation of the Commercial Parcel and/or the Commercial Space, or the development of the Commercial Space, or challenges to the approval, validity, applicability, interpretation or implementation of the AHA and these Restrictive Covenants, except that arising from the gross negligence or willful misconduct of Agency or its officers, directors, volunteers, agents, employees or representatives.

4. **Development of Commercial Space.** Owner shall diligently develop the Commercial Parcel with the Commercial Space in compliance with all Governmental Requirements (defined above), in substantial conformance with the approved Entitlement and Plans (defined in the

AHA) and within the time periods set forth in the Schedule of Performance attached to the AHA, as amended by the Third Amendment.

4.1 Prevailing Wages. With respect to the development of the Commercial Space as set forth in the AHA but only to the extent required by applicable law, Owner and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, et seq., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Such requirements are set forth in greater detail in Attachment No. 13 to the Original Agreement. Upon the request of Agency, Owner shall certify to the Agency that it is in compliance with the requirements of this Section 4.1.

Owner shall indemnify, protect, defend (with counsel reasonably acceptable to Agency) and hold harmless Agency and its officers, directors, volunteers, representatives, employees, contractors and agents, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Commercial Space, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Owner with the Prevailing Wage Law; (2) the implementation of Labor Code Section 1781, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Owner to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Commercial Space, including, without limitation, any and all public works (as defined by applicable law), Owner shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.1, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of the AHA and shall continue after completion of the development of the Commercial Space by Owner.

5. Insurance Requirements. Owner shall take out and maintain or shall cause its contractor to take out and maintain: (a) a commercial general liability policy in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, with a general aggregate limit of Two Million Dollars (\$2,000,000), (b) a comprehensive automobile liability policy in not less than the amount of One Million Dollars (\$1,000,000) combined single limit, and (c) a policy of all-risk property insurance in an amount not less than one hundred percent (100%) of the full insurable value of the Commercial Space owned by Owner. The required amount of insurance shall be subject to increases as Agency may reasonably require from time to time, but not more frequently than every twelve (12) months. Such policies shall protect Owner and Agency from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California. Such policy or policies shall be written on an occurrence form. Owner shall also furnish or cause to be furnished to Agency evidence satisfactory to Agency that Owner and any contractor with whom it has contracted for the performance of work on the Commercial Space or otherwise pursuant to these Restrictive Covenants carries workers' compensation insurance as required by law. Prior to the commencement of the construction of the Commercial Space, Owner shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier

setting forth the general provisions of the insurance coverage. This countersigned certificate shall name Agency and its officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify Agency of any material change, cancellation or termination of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation or termination, and to notify Agency within ten (10) days of Owner's failure to pay any premium when due. Coverage provided hereunder by Owner shall be primary insurance and not be contributing with any insurance maintained by Agency, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of Agency. The required certificate shall be furnished by Owner prior to the commencement of the development of the Commercial Space. Notwithstanding anything to the contrary set forth herein or in the AHA, in the event the Commercial Space is used for purposes other than professional offices, the City's Risk Manager shall have the right (but no obligation) to review and reasonably revise the insurance requirements under this Section 5.

5.1 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section 5.2 below, if, prior to the issuance by Agency of the Certificate of Occupancy for the Commercial Space by City, any portion of the Commercial Space shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Commercial Space to substantially the same condition as the Commercial Space is required to be developed pursuant to the AHA and these Restrictive Covenants, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Commercial Space can be occupied in accordance with the AHA and these Restrictive Covenants. Subject to force majeure delays pursuant to Section 5.3 below, in no event shall the repair, replacement, or restoration period exceed two (2) years from the date Owner obtains insurance proceeds unless Agency's Executive Director, in his or her reasonable discretion, approves a longer period of time. Agency shall cooperate with Owner, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Commercial Space do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Commercial Space by giving notice to Agency (in which event Owner will be entitled to all insurance proceeds but Owner shall be required to remove all debris from the applicable portion of the Commercial Space) or Owner may reconstruct such other improvements on the site of the destroyed Commercial Space as are consistent with applicable land use regulations and approved by City, Agency, and other governmental agencies with jurisdiction.

5.2 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If, prior to the issuance by City of the Certificate of Occupancy for the Commercial Space, any portion of the Commercial Space is completely destroyed or substantially damaged by a casualty which Owner is not required to (and has not) insured against, then Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. As used in this Section 5.2, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which

is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Commercial Space. In the event Owner does not timely elect not to repair, replace, or restore the Commercial Space as set forth in the first sentence of this Section 5.2, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the Commercial Space and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Commercial Space in accordance with Section 5.1 above.

5.3 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in these Restrictive Covenants shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that Agency's acts or failure to act shall not excuse performance of Agency hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

6. Covenant to Develop, Use and Operate the Commercial Parcel in Accordance with Redevelopment Plan, Land Use Approvals, and these Restrictive Covenants. Until expiration of the Term hereof, Owner covenants and agrees for itself and its successors, assigns, and every successor in interest to the Commercial Parcel or any part thereof that Owner and such successors and assignees, shall use and operate the Commercial Parcel in accordance with the Redevelopment Plan, the Entitlement, the Plans, and these Restrictive Covenants, and shall construct and complete the Commercial Space in accordance with the Entitlement, the Plans and the Schedule of Performance.

7. Restrictive Covenants.

7.1 Restriction on Hours of Operation. Owner shall not permit any use of the Commercial Space (other than as an ancillary use supporting the Housing Project (defined in the AHA) that does not require the use of the shared parking spaces, as expressly permitted by the Agency and City, except Monday through Friday (excluding holidays) during the hours of 8:00 a.m. through 6:00 p.m.

7.2 Easement Maintenance and Use Agreement. Owner hereby acknowledges and agrees to comply with (and cause any and all tenants and occupants of the Commercial Space to comply with) that certain Easement Maintenance and Use Agreement by and between Owner and Residential Parcel Owner, affecting the Commercial Parcel and the remainder of the Site, which is recorded against the entire Site in the official records of Tulare County concurrently herewith.

7.3 Specified Uses Prohibited. Owner and Agency hereby acknowledge and agree that the Commercial Space is contemplated to be leased for use as a medical office, medical clinic, other professional office use, or other use that is expressly approved in writing by the Agency, which approval shall not be unreasonably conditioned, withheld or delayed. Notwithstanding

anything to the contrary set forth herein or in the AHA, in no event shall the use or operation of the Commercial Space by Owner and/or Owner's successors, assigns, or lessees at any time include establishments selling alcohol, adult-oriented retail, services catering mainly to adults, smoke shops and discount tobacco product stores, tattoo or body piercing establishments, single price overstock or discount stores, second hand or thrift stores, check cashing facilities, payday loan facilities, rent-to-own businesses, massage or acupressure services, pawn shops, water services, liquor stores, bars or taverns, dance halls, billiard halls, arcades, dog grooming shops, frozen food lockers, furriers and fur storage, hotels, launderette services, taxidermists, or taxi stands. In addition, in no event shall the Commercial Space be used or operated by Owner and/or Owner's successors, assigns, or lessees at any time for any purpose that requires a conditional development or use permit pursuant to the Porterville Municipal Code unless first approved by the Agency, which approval shall be in the Agency's sole and absolute discretion.

8. Maintenance. Owner shall maintain the Commercial Space, or shall cause the Commercial Space to be maintained, in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class commercial developments within Tulare County, California. If at any time Owner fails to maintain the Commercial Space in accordance with these Restrictive Covenants and such condition is not corrected within five business days after written notice from Agency with respect to debris and waste material, or 30 days after written notice from Agency with respect to general maintenance, landscaping and building improvements, then Agency, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Commercial Space and perform all acts and work necessary to protect, maintain, and preserve the Commercial Space, and to attach a lien upon the Commercial Space and the Commercial Parcel, or to assess the Commercial Space and the Commercial Parcel, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by Agency and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Owner to Agency upon demand. Owner shall also comply at all times with the graffiti abatement policies and rules set forth in Article II of Chapter 18 of the City of Porterville Municipal Code.

8.1 Failure to Maintain Commercial Space. In the event Owner does not maintain the Commercial Space and the Commercial Parcel in the manner set forth herein, Agency and/or City shall have the right to maintain such Commercial Space and the Commercial Parcel, or to contract for the correction of such deficiencies, after written notice to Owner. However, prior to taking any such action, Agency agrees to notify Owner in writing to specify the deficiencies and the actions required to be taken by Owner to cure the deficiencies. Upon notification of any maintenance deficiency, Owner shall have 30 days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety of City, then Owner shall have 48 hours to rectify the problem.

In the event Owner fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then City and/or Agency shall have the right to maintain the Commercial Space and the Commercial Parcel. Owner agrees to pay Agency and City such reasonable charges and costs. Until so paid, Agency and/or City, as applicable, shall have a lien on the Commercial Parcel for the amount of such reasonable charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Commercial Parcel. Upon recordation of a Notice of a Claim of Lien against the Commercial Parcel, such lien shall constitute a lien on the fee estate in and to the Commercial Parcel prior and superior to all after recorded monetary liens. Any such lien shall be

subject and subordinate to any lease or sublease of the interest of Owner in the Commercial Parcel or any portion thereof and to any easement affecting the Commercial Parcel or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of Agency created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of Agency created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure purchaser shall take title to the Commercial Parcel free of any lien imposed by Agency that has accrued up to the time of the foreclosure sale, and upon taking title to the Commercial Parcel, such foreclosure purchaser shall only be obligated to pay costs associated with these Restrictive Covenants accruing after the foreclosure purchaser acquires title to the Commercial Parcel. Owner acknowledges and agrees City and Agency may also pursue any and all other remedies available in law or equity. Owner shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

9. Management of the Commercial Space.

9.1 Property Manager. Owner shall manage or cause the Commercial Space, and all appurtenances thereto that are a part of the Commercial Space, to be managed in a prudent and business-like manner, consistent with good property management standards for other comparable high quality, well-managed commercial developments in Tulare County, California. Owner may contract with a property management company or property manager to operate and maintain the Commercial Space in accordance with the terms of this Section 9.1 ("Property Manager"); provided, however, the selection and hiring of the Property Manager (and each successor or assignee) is and shall be subject to prior written approval of Agency's Executive Director (or designee) in his or her reasonable discretion. Owner may contract with separate Property Managers for the management of the Housing Project and the Commercial Space. Owner shall conduct due diligence and background evaluation of any potential third party Property Manager or property management company to evaluate experience, references, credit worthiness, and related qualifications as a Property Manager. Any proposed Property Manager hired by Owner to manage the Commercial Space shall have significant and relevant prior experience with commercial properties comparable to the Commercial Space. The references and credit record of any such Property Manager/company shall be investigated (or caused to be investigated) by Owner prior to submitting the name and qualifications of such proposed Property Manager to the Executive Director for review and approval. A complete and true copy of the results of such background evaluation shall be provided to the Executive Director. Approval of a Property Manager by Agency's Executive Director shall not be unreasonably delayed but shall be in his or her reasonable discretion, and Agency Executive Director shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing property management of the Commercial Space. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of the Executive Director (or designee), which approval shall not be unreasonably withheld, conditioned or delayed, but shall be in his or her reasonable discretion. The selection by Owner of any new Property Manager also shall be subject to the foregoing requirements.

9.2 Management Plan. Prior to and as a condition precedent to issuance of the Commercial Space Certificate of Completion and Release of Construction Covenants, Owner shall prepare and submit to the Executive Director for review and approval a management plan which includes a detailed plan and strategy for long term marketing, operation, maintenance, repair and security of the Commercial Space, including the method of selection of tenants, rules and regulations for tenants, and other rental policies for the Commercial Space ("Management Plan"). Executive Director approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by the Executive Director the ongoing management and operation of the Commercial Space shall be in compliance with the approved Management Plan. During the Term of these Restrictive Covenants, Owner and Property Manager may from time to time submit to the Executive Director proposed amendments to the Management Plan, which are also subject to the prior written approval of the Executive Director.

9.3 Gross Mismanagement. During the Affordability Period, and in the event of "Gross Mismanagement" (as that term is defined below) of the Commercial Space or any part thereof, Executive Director and/or Agency shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) days from the date of written notice from Executive Director. If Owner or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to the Executive Director), but has failed to complete such cure by the 30th day (or such longer period if the cure cannot reasonably be accomplished in thirty (30) days as reasonably determined by the non-defaulting party), then Owner or Property Manager shall have an additional 10 days to complete the cure of Gross Mismanagement condition(s). If such condition(s) do persist beyond such period, Executive Director shall have the sole and absolute right to immediately and without further notice to Owner (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the Executive Director's selection at the sole cost and expense of Owner. If Owner takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

For purposes of these Restrictive Covenants, the term "Gross Mismanagement" shall mean management of the Commercial Space or any part thereof in a manner which violates the terms and/or intention of these Restrictive Covenants or the AHA with respect to operation of a high quality commercial facility, and shall include, but is not limited to, any one or more of the following:

(a) Operating any portion of the Commercial Space in violation of these Restrictive Covenants;

(b) Failing to timely maintain the Commercial Space in accordance with the Management Plan and the manner prescribed herein;

(c) Fraud or embezzlement of Commercial Space funds;

(d) Failing to fully cooperate with the Porterville Police Department or other local law enforcement agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a crime-free environment within the Commercial Space;

(e) Failing to fully cooperate with the Porterville Fire Department Code Enforcement Division or other local public safety agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a safe environment within the Commercial Space; and

(f) Failing to fully cooperate with the Porterville Community Development Department and Public Works Department or other local health and safety enforcement agency(ies) with jurisdiction over the Commercial Space and/or the Commercial Parcel, in maintaining a safe environment within the Commercial Space.

Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Owner is obligated and shall use its best efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Owner shall include advisement and provisions of the foregoing requirements of these Restrictive Covenants within any contract between Owner and its Property Manager.

9.4 Code Enforcement. Owner acknowledges and agrees that Agency, City, and their employees and authorized agents, shall have the right to conduct code compliance and/or code enforcement inspections of the Commercial Space, both exterior and interior, at reasonable times and upon reasonable notice (not less than 48 hours prior notice, except in an emergency) to Owner and/or an individual tenant. If such notice is provided by City or Agency representative(s) to Owner, then Owner (or its Property Manager) shall immediately and directly advise the affected tenants of such upcoming inspection and cause access to the area(s) and/or units of the Commercial Space to be made available and open for inspection. Owner shall include express advisement of such inspection rights within the lease/rental agreements for each separately-leased portion of the Commercial Space and/or the Commercial Parcel in order for each and every tenant to be aware of this inspection right.

10. Nondiscrimination. Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Commercial Space or the Commercial Parcel, nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Commercial Space or the Commercial Parcel. The foregoing covenants shall run with the land and remain in effect for perpetuity.

All deeds, leases or contracts with respect to the Commercial Space or the Commercial Parcel shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

10.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

10.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

10.3 In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of these Restrictive Covenants, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

11. Owner's Representations, Warranties and Covenants. Owner hereby makes the representations, warranties and covenants contained below in this Section 10. All of the representations and warranties set forth in this Section 10 are effective as of the Date of Restrictive Covenants, are true in all material respects as of the Date of Restrictive Covenants, and shall be true in all material respects as of the date these Restrictive Covenants are recorded against the Commercial Parcel, and each shall survive the execution of these Restrictive Covenants without limitation as to time.

11.1 Owner is a duly organized Idaho limited liability company, in good standing under the laws of the State of California, and is authorized to carry on its business in California as such business is now conducted and to own and operate its properties and assets now owned and being operated by it, and as set forth in and anticipated by the AHA and these Restrictive Covenants. Owner has full right, power and lawful authority to enter into the AHA and these Restrictive Covenants and the execution and delivery of the AHA and these Restrictive Covenants by Owner has been fully authorized by all requisite actions on the part of Owner. Owner has provided Agency with true and correct copies of documentation reasonably acceptable to the Agency, designating the party authorized to execute the AHA and these Restrictive Covenants on behalf of Owner.

11.2 Owner's execution, delivery and performance of its obligations under the AHA and these Restrictive Covenants will not (to the best of Owner's knowledge) violate any applicable laws, regulations, or rules, nor to the best of Owner's knowledge after due inquiry will it constitute a breach or default under any contract, agreement, or instrument to which Owner is a party, or any judicial or regulatory decree or order to which Owner is a party or by which it is bound.

11.3 Owner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of or trustee for it or any substantial part of its property, or commenced any proceeding relating to Owner under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect. There has not been commenced nor is there pending against Owner any proceeding of the nature described in the first sentence of this Section 11.3. No order for relief has been entered with respect to Owner under the Federal Bankruptcy Code.

11.4 All documents, instruments, and other information delivered by Owner to Agency pursuant to the AHA and these Restrictive Covenants are, to the best of Owner's knowledge, true, accurate, correct and complete in all material respects.

11.5 The Assignment and all documents to be delivered by Owner pursuant to the Assignment (including these Restrictive Covenants), when executed by Owner and delivered, shall constitute the legal, valid and binding obligation of Owner. Owner has taken all legally required actions, and no further consent, approval, or authorization of any third person is required with respect to Owner's execution, delivery, and performance of the AHA (pursuant to this Assignment) and these Restrictive Covenants, other than consents, approvals, and authorizations which have already been unconditionally given.

11.6 Owner shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 11 not to be true as of the Date of Restrictive Covenants and the date these Restrictive Covenants are recorded against the Commercial Parcel, immediately give written notice of such fact or conditions to Agency.

Each of the foregoing items set forth in Sections 11.1 through 11.6, inclusive, shall be deemed to be ongoing representations, warranties and covenants.

12. Rights of Access. At any time during the construction of the Commercial Space or after completion of construction if Agency has reason to believe that Owner is in breach of any provisions of these Restrictive Covenants, but subject to the rights of any tenant of the Commercial Space under its lease, representatives of Agency and City shall have the right of access to the Commercial Parcel, without charges or fees, at all reasonable times, upon not less than three (3) business days prior written notice from Agency or City to Owner, for the purposes of verifying Owner's compliance with these Restrictive Covenants, including but not limited to, the inspection of the work being performed in constructing the Commercial Space, and so long as Agency and City representatives comply with all safety rules and do not unreasonably interfere with the work of Owner. Agency and City shall conduct the entry and inspections in a manner that causes the least possible disturbance to the work in progress or the operation of the Commercial Space. If Agency or City disturbs the Commercial Space in the course of such entry and inspection, Agency or City, as applicable, shall, following the entry and inspection, restore the Commercial Space to the condition it was in immediately prior to the entry and inspection. Owner acknowledges that neither Agency nor

City is under any obligation to supervise, inspect, or inform Owner of the progress of construction, and Owner shall not rely upon Agency or City therefor. Any inspection by Agency and/or City is entirely for their purposes in determining whether Owner is in compliance with the AHA (to the extent applicable) and these Restrictive Covenants and is not for the purpose of determining or informing Owner of the quality or suitability of construction. Owner shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. Agency's and City's rights hereunder are subject to the rights of tenants in possession; provided, Owner shall include express advisement of such rights within the lease/rental agreement for each separately-leased portion of the Commercial Space and/or Commercial Parcel in order for each and every tenant to be aware of this access right.

13. Miscellaneous Provisions.

13.1 If any provision of these Restrictive Covenants or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of these Restrictive Covenants, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; provided, that if any material terms or provisions of these Restrictive Covenants are rendered invalid, void and/or unenforceable, or due to changes in the law such terms or provisions would materially alter the terms of the transactions contemplated herein, the parties agree to meet and negotiate in good faith to attempt to reform these Restrictive Covenants to accomplish the intent of the parties.

13.2 These Restrictive Covenants shall be construed in accordance with the laws of the State of California.

13.3 These Restrictive Covenants shall be binding upon and inure to the benefit of the successors and assigns of Owner.

13.4 In the event action is instituted to enforce any of the provisions of these Restrictive Covenants, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees, expert witness fees, and costs.

14. Breaches and Defaults. Subject to force majeure pursuant to Section 5.3, failure or delay by either party to perform any material term or provision of these Restrictive Covenants (a "Breach") following written notice and failure to cure as described hereafter constitutes a "Default" under these Restrictive Covenants.

The nondefaulting party shall give written notice of any Breach to the party in Breach, specifying the Breach complained of by the nondefaulting party ("Notice of Default"). Delay in giving such Notice of Default shall not constitute a waiver of any Breach nor shall it change the time of Breach. Upon receipt of the Notice of Default, the party in Breach shall promptly commence to cure the identified Breach at the earliest reasonable time after receipt of the Notice of Default and shall complete the cure of such Breach not later than thirty (30) days after receipt of the Notice of Default, or if such Breach cannot reasonably be cured within such thirty (30) day period, then as soon thereafter as reasonably possible, provided that the party in Breach shall diligently pursue such cure to completion ("Cure Period"). Failure of the party in Breach to cure the Breach within the Cure Period set forth above shall constitute a "Default" hereunder.

Any failure or delay by either party in asserting any of its rights and remedies as to any Breach or Default shall not operate as a waiver of any Breach or Default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. Remedies.

15.1 Institution of Legal Actions. Either party may institute legal action to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of these Restrictive Covenants including actions for specific performance. Such legal actions must be instituted in the Superior Court of the County of Tulare, State of California or in the Federal District Court in the Eastern District of California.

15.2 Acceptance of Service of Process. In the event that any legal action is commenced by Owner against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Chairman of Agency, or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Owner, service of process on Owner shall be made by personal service upon Owner or in such manner as may be provided by law, and shall be valid whether made within or without the State of California.

15.3 Rights and Remedies are Cumulative. Except as otherwise expressly stated in these Restrictive Covenants, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

16. Effect of Restrictive Covenants. The covenants and agreements established in these Restrictive Covenants shall, without regard to technical classification and designation, run with the land and be binding on each owner of the Commercial Parcel and any successor in interest to the Commercial Parcel, or any part thereof (including each parcel thereof), for the benefit of and in favor of Agency, its successor and assigns, and the City of Porterville, for the term specified herein.

17. Recordation. These Restrictive Covenants shall be recorded against the Commercial Parcel by Agency in the official records of Tulare County.

18. Interpretation. While the AHA remains in effect with respect to the Commercial Parcel and the Commercial Space, in the event of any conflict or inconsistency between the terms and conditions of these Restrictive Covenants and the AHA, the terms and conditions of these Restrictive Covenants shall prevail.

19. Third Party Beneficiary. The City of Porterville is an intended third party beneficiary of these Restrictive Covenants. Other than the City, no third party beneficiaries are intended, and the only parties who are entitled to enforce the provisions of these Restrictive Covenants are Agency, City, Owner and their respective successors and assigns.

20. Term. The "Term" of these Restrictive Covenants shall commence on the Date of Restrictive Covenants and shall expire on the date that is fifty-five (55) years from the date of the City's issuance of a final certificate of occupancy for the Commercial Space and the Housing Project.

The Covenants contained in Sections 1 (but not Sections 1.3 and 1.5, which shall terminate as set forth therein), 5, 6, 7, 8, 9, 11 and 12 shall remain in effect until the expiration of the Term of these Restrictive Covenants. The Covenants described in Section 4 shall remain in effect until Agency issues the Commercial Space Certificate of Completion and Release of Construction Covenants. The Covenants described in Sections 2, 3 and 10 shall remain in effect in perpetuity.

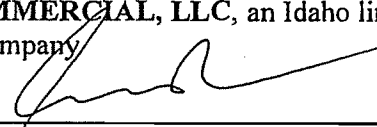
[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants as of the Date of Restrictive Covenants.

COMMERCIAL PARCEL OWNER:

TPC COMMERCIAL, LLC, an Idaho limited liability company

By:


Caleb J. Roope, Manager

AGENCY:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By:

John Lollis, Executive Director

ATTEST:

Agency Secretary

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants as of the Date of Restrictive Covenants.

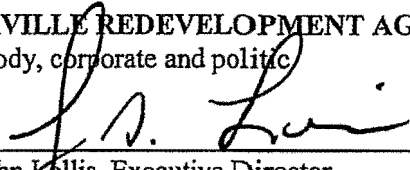
COMMERCIAL PARCEL OWNER:

TPC COMMERCIAL, LLC, an Idaho limited liability company

By: _____
Caleb J. Roope, Manager

AGENCY:

PORTERVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

By:  _____
John Collis, Executive Director

ATTEST:



Agency Secretary

STATE OF ~~CALIFORNIA~~ IDAHO)

COUNTY OF ADA)

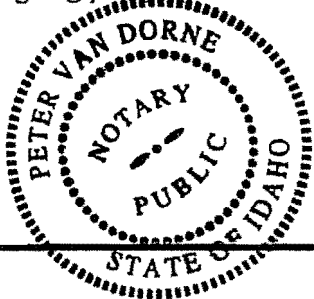
) ss.

On SEPTEMBER 28, 2010, before me, PETER VAN DORNE, Notary Public,
(Print Name of Notary Public)

personally appeared CALEA DORNE

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

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



WITNESS my hand and official seal.

A handwritten signature of Peter Van Dorne in black ink.

Signature of Notary Public

Commission Expires 7/26/2011

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

DESCRIPTION OF ATTACHED DOCUMENT

Title(s)

Title Or Type Of Document

- ☐ Partner(s) ☐ Limited
 ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)

COUNTY OF Tulare)

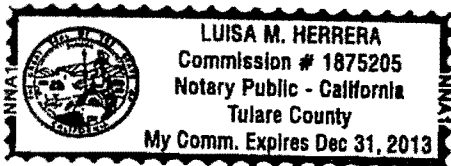
ss.

On Sept. 30, 2010, before me, Luisa M. Herrera, Notary Public,
(Print Name of Notary Public)

personally appeared John D. Lollis and Patricia Hildreth

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

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



WITNESS my hand and official seal.

Luisa M. Herrera
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Restrictive Covenants

Title Or Type Of Document

20

Number Of Pages

9/30/2010

Date Of Documents

Caleb J. Roope

Signer(s) Other Than Named Above

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF COMMERCIAL PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1

Parcel 2 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps, Tulare County Records.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use thereof by the grantee, its successors and assigns, as reserved in there deed recorded July 23, 1998 as Document No. 1998-0051538 of Official Records.

Parcel 2

An easement for ingress, egress and parking over Parcel 1 of Parcel Map No. 5004 recorded September 29, 2010 in Book 51 Page 10 of Parcel Maps as contained in Parcel Map No. 5004 and as further described in a document entitled "Easement Maintenance and Use Agreement" by and between Porterville Housing Partners, L.P., a California limited partnership and TPC Commercial, LLC, an Idaho limited liability company recorded Oct 19, 2010 as document no. 2010-0064179 Tulare County Records.

APN: 252-193-004, 252-193-005

Attachment No. 1

1-1

Attachment 2

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See subclassifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Family Day Care Home	See subclassifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Single Room Occupancy Hotels	-	-	-	C(1)	-	-	-	-	-	Section 301.18 Single Room Occupancy Hotels
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	-	-	-	C	C	C	-	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See subclassifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P	-	
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See subclassifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	-	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	C(7)	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See subclassifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Commercial Entertainment and Recreation	See subclassifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
Use Classification	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Regulations
Eating, Drinking, and Smoking Establishments	See subclassifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See subclassifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Offices	See subclassifications below									
<i>General Offices</i>	P(13)	P	P	P	-	-	P	P	P	
<i>Walk-In Clientele</i>	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See subclassifications below									
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See subclassifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	P	-	-	P	P	P	Section 301.20 Telecommunication Facilities

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

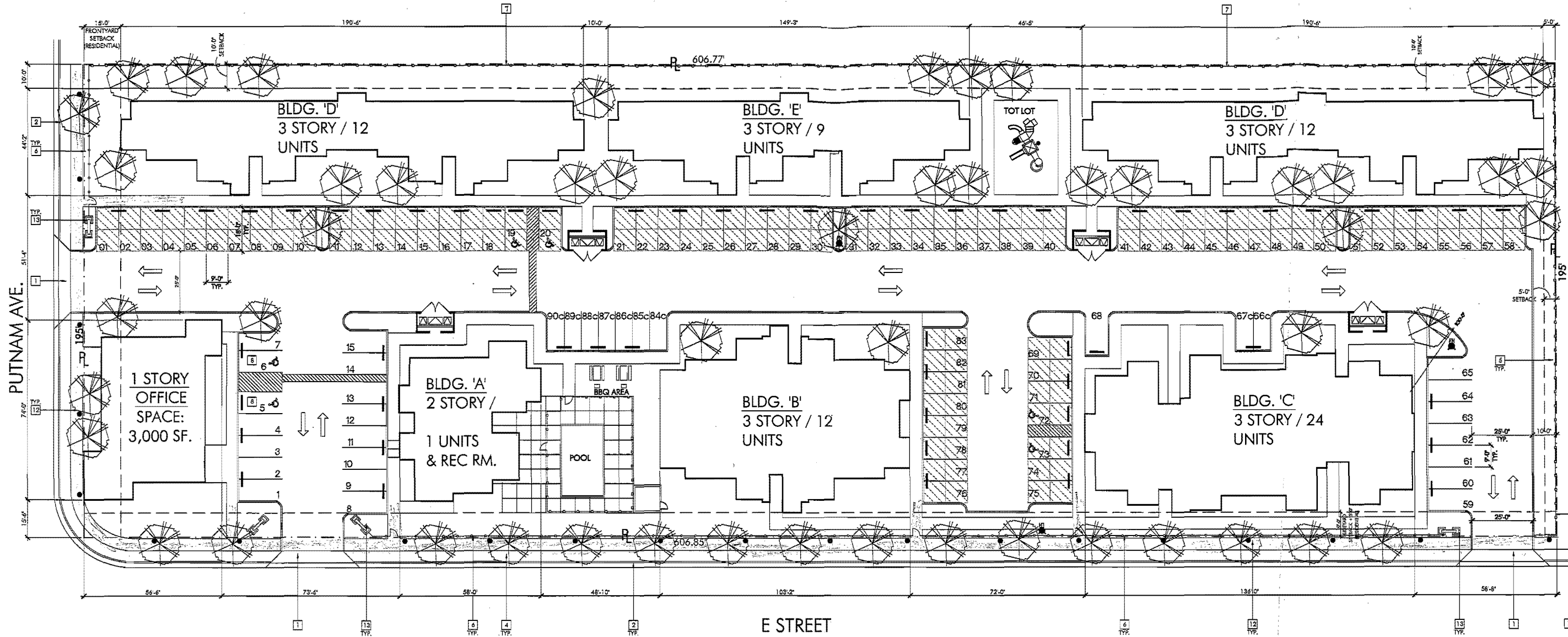
[illegible]

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
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Specific Limitations:

1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street.
2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit.
3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.
4. Allowed only on upper floors and limited to 5,000 square feet in size.
5. Limited to 5,000 square feet in size.
6. Provided that such use shall be completely enclosed in a building of soundproof construction.
7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles.
8. Drive-through facilities are prohibited.
9. Bulk storage of sand, gravel, or cement is not allowed.
10. Wholesale services are not allowed.
11. Permitted only as accessory to a primary use.
12. No outdoor operations or outdoor storage are allowed.
13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors.
14. Shall not be located within 300 feet of any R district.
15. Not allowed on Main Street. No repair or storage of vehicles is allowed.



SITE DATA

APN: 252-193-004, 252-193-005
 TOTAL SITE AREA
 +/- 2.7 GROSS ACRES (118,303 S.F.)
 DENSITY:
 25.93 DWELLING UNITS PER ACRE
 BUILDING HEIGHT: 3 STORIES (+/- 36 FT.)

CITY ZONING

ZONE: R4 MULTIPLE FAMILY & PROFESSIONAL OFFICE
 HEIGHT: 50'-0" MAX.

SETBACKS (RESIDENTIAL)

FRONT YARD: 15'-0" MIN.
 SIDE YARD: 5'-0" MIN.
 BACK YARD: 5'-0" MIN.

SETBACKS (COMMERCIAL)

FRONT YARD: 0'-0" MIN.
 SIDE YARD: 0'-0" MIN.
 BACK YARD: 0'-0" MIN.

SITE COVERAGE: 60% MIN.

SPACE BETWEEN BUILDINGS: 15'-0" MIN.

BUILDING DATA/PARKING

UNIT MIX:
 1-BR UNITS - 24 491 S.F.
 2-BR UNITS - 15 883 S.F.
 3-BR UNITS - 30 1,040 S.F.
 3-BR MG'S UNIT - 1 1,345 S.F.
 TOTAL: 70 UNITS

BUILDING MIX:

1 BUILDING TYPE A - COMMUNITY CENTER
 1ST FLOOR 2,405 S.F.
 2ND FLOOR 1,345 S.F.
 1 BUILDING TYPE B - 3 STORY - 12 UNITS
 5,430 S.F. EACH FLOOR
 1 BUILDING TYPE C - 3 STORY - 24 UNITS
 7,117 S.F. EACH FLOOR
 1 BUILDING TYPE D - 3 STORY - 12 UNITS
 5,556 S.F. EACH FLOOR
 1 BUILDING TYPE E - 3 STORY - 9 UNITS
 4,276 S.F. EACH FLOOR
 6 TOTAL RESIDENTIAL BUILDINGS

1 OFFICE BUILDING - 1 STORY - 3,000 S.F.

TOTAL BUILDING AREA: 90,755 S.F.

REQUIRED PARKING:

OFFICE - 1 space per 300 SF
 RESIDENTIAL - 1.5 spaces per unit
 OFFICE - 3,000 SF / 300 = 10 spaces req.
 RESIDENTIAL - 70 units x 1.5 = 105 spaces req.
 TOTAL SPACES REQUIRED: 105 spaces

95 Residential Spaces

10 Office spaces
 TOTAL SPACES PROVIDED: 105 spaces

* SHARED PARKING BETWEEN THE OFFICE AND APARTMENTS
 PROPOSED FOR AFTER THE REGULAR OFFICE OPERATING HOURS.
 OFFICE BUILDING PARKING IS INCLUDED IN THE TOTAL REQUIRED
 FOR RESIDENTIAL

COMPACT SPACES

10% OF ALL REQUIRED PARKING SPACES MAY BE
 COMPACT
 10.5 x 10.5 = 10.5 SPACES ALLOWED
 9 SPACES PROVIDED

COVERED SPACES

74 COVERED SPACES PROVIDED

CONSTRUCTION

RECREATION BUILDING (TYPE A)

OCCUPANCY (REC. BLDG.) A-3 & R-3
 CONST. TYPE V - NR
 NON-SPRINKLERED
 (1-HR OCCUPANCY SEPARATION BETWEEN COMMUNITY
 CENTER AND MANAGERS UNIT ABOVE)

APARTMENT BUILDINGS (TYPE B, C, D, E & F)

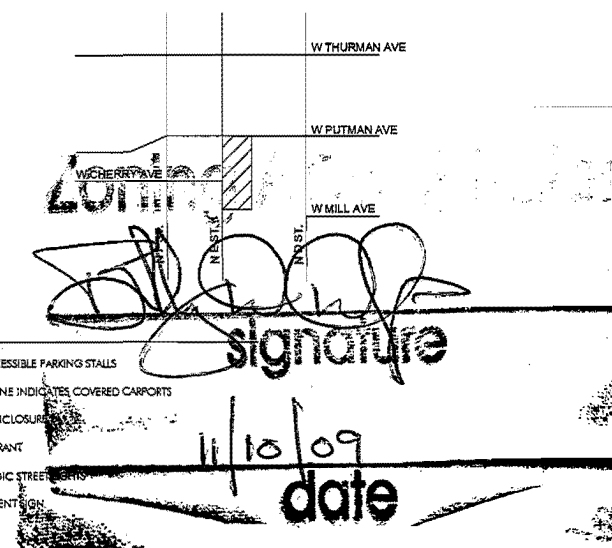
OCCUPANCY R-1
 CONST. TYPE V - 1 HR, FULLY-SPRINKLERED
 (NFPA 13R)
 ALL APARTMENT UNITS TO BE SEPARATED BY
 1-HOUR FIRE-RESISTIVE CONSTRUCTION AT
 THE FLOORS AND WALLS.

SITE PLAN LEGEND

- 1 ENTRY DRIVEWAY
- 2 NEW CURB & GUTTER
- 3 EXISTING WALKWAY
- 4 STREET TREES 35'-0" O.C. TYP.
- 5 LANDSCAPE BUFFER AREA
- 6 4" WROUGHT IRON FENCE
- 7 7' MASONRY BLOCK WALL
- 8 H.C. ACCESSIBLE PARKING STALLS
- 9 HATCH LINE INDICATES COVERED CARPORTS
- 10 TRASH ENCLOSURE
- 11 FIRE HYDRANT
- 12 NOSTALGIC STREET LIGHT
- 13 MONUMENT SIGN

VICINITY MAP

Scale: N.T.S.



1 SITE PLAN

Scale: 1" = 20'-0"

SHEET INDEX

NO.	DESCRIPTION	DATE
A1.1	CONCEPTUAL SITE PLAN	
A2.1	BUILDING 'A' 1ST FLOOR PLANS	
A2.2	BUILDING 'A' 2ND FLOOR AND ROOF PLAN	
A2.3	BUILDING 'B' 1ST AND 2ND FLOOR PLANS	
A2.4	BUILDING 'B' 3RD FLOOR AND ROOF PLAN	
A2.5	BUILDING 'C' 1ST AND 2ND FLOOR PLANS	
A2.6	BUILDING 'C' 3RD FLOOR AND ROOF PLAN	
A2.7	BUILDING 'D' 1ST AND 2ND FLOOR PLANS	
A2.8	BUILDING 'D' 3RD FLOOR AND ROOF PLAN	
A2.9	BUILDING 'E' 1ST AND 2ND FLOOR PLANS	
A2.10	BUILDING 'E' 3RD FLOOR AND ROOF PLAN	
A2.11	BUILDING 'F' OFFICE FLOOR PLAN AND ROOF PLAN	
A4.1	UNIT FLOOR PLANS	

Maple M Architects
 ARCHITECTURE ▸ PLANNING ▸ INTERIOR DESIGN
 380 STEVENS AVENUE SUITE 200, SAN ANTONIO, TEXAS 78205
 (214) 755-0600 WWW.MAPLEMA.COM



CONSULTANT

CLIENT

Villa Siena
 Family Apartments
 Porterville, California
 E Street & Putnam Ave.

NO.	DESCRIPTION	DATE

ARCHITECTURAL SITE PLAN

Owner Approval: _____
 Plancheck Submittal: _____
 Issued for Bldg: _____
 Final Approval: _____
 Project No.: 101.0707.06

Scale: 1" = 20'-0" SHEET NUMBER
 Drawn by: KH
 Checked by: RM
 Date: 10/26/09
A1.1

* ZONING ADMINISTRATOR
 AUTHORIZES A MINOR MODIFICATION
 TO SITE DESIGN TO RELOCATE
 Bldgs. "A" + "C" AS SHOWN
 ON PLAN.

TPC Commercial, LLC

430 E. State Street, Suite 100
Eagle, Idaho 83616

November 10, 2015

Julie Phillips
City of Porterville
291 North Main Street
Porterville, CA 93257

Re: Amendment to Restrictive Covenants
Villa Siena Commercial Space

Dear Ms. Phillips,

TPC Commercial, LLC requests that Section 7.3 of the Restrictive Covenants for the Villa Siena Commercial Space, located at 131 West Putnam Avenue, be amended to allow any permitted uses associated with the Downtown Commercial Mixed-Use (D-MX) zoning district.

If you have questions or require additional information, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Caleb Roope', with a long horizontal flourish extending to the right.

Caleb Roope
TPC Commercial, LLC



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Review and Approval of Proposed Administrative Budget

SOURCE: Community Development

COMMENT: Health & Safety Code Section 34177(j), as modified by AB 1484, and further amended by Senate Bill 107, requires the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) to prepare a proposed Administrative Budget covering the upcoming one-year fiscal period instead of the previously required six-month period, which will be July 1, 2016, through June 30, 2017, (i.e., concurrent with the Recognized Obligation Payment Schedule {“ROPS”} 16-17) and submit it to the Oversight Board for approval. To date, the Successor Agency previously prepared and approved, and the Oversight Board reviewed and approved, Administrative Budgets through June 30, 2015.

Pursuant to the Dissolution Act (Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code), each ROPS includes a line item for the Successor Agency’s Administrative Budget for the applicable period. SB 107, which amended AB 1484 and the Dissolution Act on September 22, 2015, required that the ROPS 16-17 for the period July 1, 2016, through June 30, 2017, shall be approved by the Successor Agency and Oversight Board and submitted to the Department of Finance (“DOF”) by February 1, 2016.

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

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

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

days after submittal.

RECOMMENDATION: That the Successor Agency adopt a Resolution approving the Administrative Budget for the period of July 1, 2016, through June 30, 2017, and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

ATTACHMENTS: 1. Proposed Administrative Budget
 2. Draft Resolution Approving Admin Budget

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

SUCCESSOR AGENCY AND HOUSING AUTHORITY SUCCESSOR AGENCY BUDGET
JULY 1, 2016, THROUGH JUNE 30, 2017

OBJECT		2016-17
#	ACCOUNT DESCRIPTION	BUDGET
	PERSONAL SERVICES	
-01	SALARIES, REGULAR	\$14,000
-02	SALARIES, PART TIME	\$0
-03	SALARIES, OVERTIME	\$0
-09	BENEFITS	\$4,855
	SUB-TOTAL	\$18,855
	MATERIALS, SUPPLIES & SERVICES	
-12	BUILDINGS/GROUNDS MAINTENANCE	\$200
-21	ADVERTISING	\$125
-22	PRINTING	\$500
-23	PROFESSIONAL SERVICES	\$20,000
-24	COLLECTION COSTS	\$0
-28	ADMINISTRATIVE SERVICES	\$0
-32	OFFICE AND COMPUTER SUPPLIES	\$1,000
-34	MAINTENANCE & REPAIR MATERIALS	\$0
-41	MEETING EXPENSE	\$100
-42	UTILITIES	\$4,000
-43	UNIFORM ALLOWANCE	\$0
-44	TRAINING EXPENSE	\$0
-45	PUBLICATION AND DUES	\$0
-46	POSTAGE	\$100
-52	INSURANCE, LIABILITY	\$0
-62	DEBT REDEMPTION	\$0
-64	AMORTIZATION	\$0
-65	DEPRECIATION EXPENSE	\$0
-66	OTHER EXPENSES	\$5,550
	SUB -TOTAL	\$31,575
	TOTAL	\$50,430

SUCCESSOR AGENCY RESOLUTION NO. ____-2016

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

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

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

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

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

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

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

WHEREAS, the Administrative Budget, as approved by the Oversight Board, will be provided to the County of Tulare Auditor-Controller pursuant to Section 34177(k) so that the Successor Agency’s estimated administrative costs in the approved Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the applicable one-year period.

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

1. The above recitals are true and correct, are a substantive part of this Resolution, and are adopted as the findings of the Successor Agency.

2. Pursuant to the Dissolution Act, the Successor Agency hereby approves the proposed Administrative Budget in the form attached hereto as Exhibit A and incorporated herein by this reference. The City Manager and Successor Agency legal counsel are authorized to make such revisions to the Administrative Budget, as they deem appropriate, in order to ensure the proper and effective operation of the Successor Agency pursuant to the Dissolution Act.

3. The City Manager, or his authorized designees, are hereby authorized to transmit the Administrative Budget to the Oversight Board for approval.

4. Upon approval of the Administrative Budget by the Oversight Board, the City Manager, or his authorized designees, shall provide written notice and information about the Oversight Board's approval of the Administrative Budget to the State of California Department of Finance by electronic means, as directed by the Department of Finance, pursuant to Section 34179(h) and shall post the Administrative Budget on the Successor Agency's website.

5. This Resolution shall be effective immediately upon adoption.

6. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of January, 2016.

By: _____
Milt Stowe, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

SUCCESSOR AGENCY AND HOUSING AUTHORITY SUCCESSOR AGENCY BUDGET
JULY 1, 2016, THROUGH JUNE 30, 2017

OBJECT		2016-17
#	ACCOUNT DESCRIPTION	BUDGET
	PERSONAL SERVICES	
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	MATERIALS, SUPPLIES & SERVICES	
-12	BUILDINGS/GROUNDS MAINTENANCE	\$200
-21	ADVERTISING	\$125
-22	PRINTING	\$500
-23	PROFESSIONAL SERVICES	\$20,000
-24	COLLECTION COSTS	\$0
-28	ADMINISTRATIVE SERVICES	\$0
-32	OFFICE AND COMPUTER SUPPLIES	\$1,000
-34	MAINTENANCE & REPAIR MATERIALS	\$0
-41	MEETING EXPENSE	\$100
-42	UTILITIES	\$4,000
-43	UNIFORM ALLOWANCE	\$0
-44	TRAINING EXPENSE	\$0
-45	PUBLICATION AND DUES	\$0
-46	POSTAGE	\$100
-52	INSURANCE, LIABILITY	\$0
-62	DEBT REDEMPTION	\$0
-64	AMORTIZATION	\$0
-65	DEPRECIATION EXPENSE	\$0
-66	OTHER EXPENSES	\$5,550
	SUB -TOTAL	\$31,575
	TOTAL	\$50,430



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Review and Approval of Draft Recognized Obligation Payment Schedule

SOURCE: Community Development

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

On September 22, 2015, the Governor signed Senate Bill 107. The primary purpose of SB 107 is to make technical and substantive amendments to the Existing Dissolution Law.

Pursuant to Section 34177(l)(1) of the Dissolution Act, for each recognized obligation, the ROPS 16-17 shall identify one or more of the following sources of payment:

- (A) Low and Moderate Income Housing Fund.
- (B) Bond proceeds.
- (C) Reserve balances.
- (D) Administrative cost allowance.
- (E) The Redevelopment Property Tax Trust Fund (RPTTF) distribution, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.
- (F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the Oversight Board.

The draft ROPS 16-17, included as Attachment No. 1, includes comparable listings of Enforceable Obligations as were set forth in the DOF-approved ROPS consistent with Section 34177(m). The DOF approved the Finding of Completion for the Successor Agency. With this approval, the Successor Agency was allowed to place loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable obligation pursuant to the criteria in Health and Safety Code Section 34191.4. The Finding of Completion also allowed the Successor Agency to utilize remaining bond proceeds.

Section 34177(l)(2)(B) of the Dissolution Act requires the Successor Agency to submit the ROPS 16-17 to the Oversight Board for approval, and concurrently with the submission of the ROPS to the Oversight Board, the Successor Agency is required to transmit the ROPS 16-17 to the County Administrative Officer, the County Auditor-Controller, and the DOF. Section 34177(l)(2)(C) requires that, once the Oversight Board has approved the ROPS 16-17, the ROPS 16-17 be sent to the County Auditor-Controller, the State Controller's Office, the DOF, and that the ROPS 16-17 be posted on the Successor Agency's website.

Senate Bill 107 added Section 34177(o) of the Dissolution Act to require the Successor Agency, commencing with the ROPS, covering the period from July 1, 2016, to June 30, 2017, and for each period thereafter, to complete the ROPS in the manner directed by the DOF. The DOF provides a pre-populated ROPS template and instructions for the ROPS 16-17. Staff recommends that the Successor Agency review and approve the ROPS 16-17 as provided and authorize the Successor Agency's Executive Director, and/or the Finance Director, or their authorized designees, to also augment, modify, add or revise the ROPS 16-17 as may be necessary to comply with requirements imposed by the DOF.

(Note that the action of the Oversight Board to approve the ROPS 16-17 shall not become effective for 45 days after the ROPS has been submitted to the DOF.)

RECOMMENDATION: That the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 16-17 for the period of July 1, 2016, through June 30, 2017, provided that should any modification be required to the ROPS 16-17 by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 16-17 to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 16-17 to the Oversight Board.

ATTACHMENTS: 1. Recognized Obligation Payment Schedule for the period of July 1, 2016, through June 30, 2017
2. A Resolution of the Successor Agency to the Porterville Redevelopment Agency Approving the Recognized Obligation Payment Schedule (ROPS 16-17) for the

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:Porterville

County:Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				
A	Sources (B+C+D):	\$ 13,936	\$ -	\$ 13,936
B	Bond Proceeds Funding	-	-	-
C	Reserve Balance Funding	-	-	-
D	Other Funding	13,936	-	13,936
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 360,748	\$ 411,509	\$ 772,257
F	Non-Administrative Costs	335,533	386,294	721,827
G	Administrative Costs	25,215	25,215	50,430
H	Current Period Enforceable Obligations (A+E):	\$ 374,684	\$ 411,509	\$ 786,193

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

NameTitle

/s/

SignatureDate

Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail																						
July 1, 2016 through June 30, 2017																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	16-17A					16-17A Total	16-17B					16-17B Total
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 18,404,355		\$ 786,193	\$ -	\$ -	\$ 13,936	\$ 335,533	\$ 25,215	\$ 374,684	\$ -	\$ -	\$ -	\$ 386,294	\$ 25,215	\$ 411,509
1	2008 Tax Allocation Bonds Series A	Bonds Issued On or Before	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Tax		7,310,988	N	\$ 306,495				110,747		\$ 110,747				195,748		\$ 195,748
2	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds		4,443,313	N	\$ 187,075				78,537		\$ 78,537				108,538		\$ 108,538
3	2008 Tax Allocation Bonds Series C	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Tax Allocation Refunding Bonds.		1,847,295	N	\$ 76,115				28,057		\$ 28,057				48,058		\$ 48,058
4	2008 Tax Allocation Bonds Series D	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds		1,355,938	N	\$ 57,900				23,950		\$ 23,950				33,950		\$ 33,950
5	2008 Tax Allocation Bond Reserves	Reserves	9/16/2008	6/1/2040	Funded	Reserve account for the 2008 Bonds required by bond indenture		637,707	N	\$ -						\$ -						\$ -
6	2008 Tax Allocation Bond Admin.	Fees	9/16/2008	6/1/2040	US Bank	Administration fees from US Bank - Trustee		120,000	N	\$ 4,140				4,140		\$ 4,140						\$ -
7	2008 Tax Allocation Bond Arbitrage	Fees	9/16/2008	6/1/2040	Arbitrage Compliance Specialist	Professional fees to be paid for arbitrage calculation		50,000	N	\$ -						\$ -						\$ -
8	Rural Eco. Dev. Infrastructure Project Reserve	Third-Party Loans	11/13/1991	12/31/2016	St. of Ca. Dept. of Commerce	Loan from St. of Ca. for Porterville Enterprise Zone Infrastructure Project.		13,936	N	\$ 13,936			13,936			\$ 13,936						\$ -
9	Rural Eco. Dev. Infrastructure Project Reserve	Reserves	11/13/1991	12/31/2016	Funded	Required by the St of Ca. and serves as insurance for the loan.			N	\$ -						\$ -						\$ -
10	Loan for Formation of Area	City/County Loans On or Before 6/27/11	4/7/1981	6/30/2030	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		285,459	N	\$ 60,000				60,000		\$ 60,000						\$ -
11	Loan for Repayment to County	City/County Loans On or Before 6/27/11	5/1/2007	6/30/2014	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		84,460	N													
12	Loan for Parking Lot Improvements Storm Drain	City/County Loans On or Before 6/27/11	11/12/1997	6/30/2014	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).		121,844	N													
13	Loan for Reconstruction of Parking Lot - Hockett Street	City/County Loans On or Before 6/27/11	6/19/2007	6/30/2030	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).		537,172	N													
14	Loan for Amendment of the Boundaries of Project Area No. 1	City/County Loans On or Before 6/27/11	8/17/2010	6/30/2030	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		216,141	N													
15	Successor Agency Administration	Admin Costs	1/1/2015	6/30/2015	City of Porterville	Agency Administration cost.		1,250,000	N	\$ 50,430					25,215	\$ 25,215					25,215	\$ 25,215
16	Porterville Hotel Project	OPA/DDA/Construction	9/16/2008	6/30/2016	various	Acquisition of property and demolition and clearing of the site		100,000	N	\$ -						\$ -						\$ -
19	RPTTF shortfall - ROPS 14-15B	RPTTF Shortfall	1/1/2015	6/30/2015	Successor Agency	RPTTF shortfall on ROPS 14-15B		30,102	N	\$ 30,102				30,102		\$ 30,102						\$ -
20	RPTTF shortfall - ROPS 15-16A	RPTTF Shortfall	7/1/2015	12/31/2015	Successor Agency	RPTTF shortfall on ROPS 15-16A			N													
21									N	\$ -						\$ -						\$ -
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74									N	\$ -												

Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see CASH BALANCE TIPS SHEET								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	Beginning Available Cash Balance (Actual 07/01/15)	951,691				940	(105,442)	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	4,900				1,049	348,980	
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)	10,117					343,098	
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	677,452						
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 269,022	\$ -	\$ -	\$ -	\$ 1,989	\$ (99,560)	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 946,474	\$ -	\$ -	\$ -	\$ 1,989	\$ (99,560)	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						526,437	
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)	269,023					440,726	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ 677,451	\$ -	\$ -	\$ -	\$ 1,989	\$ (13,849)	

Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

[illegible]

SUCCESSOR AGENCY RESOLUTION NO. ____-2016

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) FOR THE PERIOD JULY 1, 2016, TO JUNE 30, 2017, SUBJECT TO SUBMITTAL TO, AND REVIEW AND APPROVAL BY, THE OVERSIGHT BOARD AND CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH & SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED BY ASSEMBLY BILL 1484 AND SUBSEQUENTLY BY SENATE BILL 107; AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

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

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

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

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

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

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

WHEREAS, pursuant to subdivisions (l) and (o) of Section 34177 of the Dissolution Act, the City, acting as Successor Agency to the Agency, has prepared its Recognized Obligation Payment Schedule ("ROPS") for the period covering July 1, 2016, through June 30, 2017, in the form attached to this Resolution as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to Section 34191.4 of the Health and Safety Code that with the Department of Finance's approval of the Finding of Completion, the Successor Agency has placed loan agreements between the former redevelopment agency and the City on the ROPS as an enforceable

obligation pursuant to the criteria in Health and Safety Code Section 34191.4 as well as allowing the Successor Agency to utilize remaining bond proceeds for projects; and

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

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

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

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

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

By: _____
Milt Stowe, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:Porterville

County:Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				
A	Sources (B+C+D):	\$ 13,936	\$ -	\$ 13,936
B	Bond Proceeds Funding	-	-	-
C	Reserve Balance Funding	-	-	-
D	Other Funding	13,936	-	13,936
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 360,748	\$ 411,509	\$ 772,257
F	Non-Administrative Costs	335,533	386,294	721,827
G	Administrative Costs	25,215	25,215	50,430
H	Current Period Enforceable Obligations (A+E):	\$ 374,684	\$ 411,509	\$ 786,193

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

NameTitle

/s/

SignatureDate

Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail																						
July 1, 2016 through June 30, 2017																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	16-17A					16-17A Total	16-17B					16-17B Total
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 18,404,355		\$ 786,193	\$ -	\$ -	\$ 13,936	\$ 335,533	\$ 25,215	\$ 374,684	\$ -	\$ -	\$ -	\$ 386,294	\$ 25,215	\$ 411,509
1	2008 Tax Allocation Bonds Series A	Bonds Issued On or Before	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Tax		7,310,988	N	\$ 306,495				110,747		\$ 110,747				195,748		\$ 195,748
2	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds		4,443,313	N	\$ 187,075				78,537		\$ 78,537				108,538		\$ 108,538
3	2008 Tax Allocation Bonds Series C	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Tax Allocation Refunding Bonds.		1,847,295	N	\$ 76,115				28,057		\$ 28,057				48,058		\$ 48,058
4	2008 Tax Allocation Bonds Series D	Bonds Issued On or Before 12/31/10	9/16/2008	6/1/2040	US Bank	Issuance of the Agency's Taxable Tax Allocation Refunding Bonds		1,355,938	N	\$ 57,900				23,950		\$ 23,950				33,950		\$ 33,950
5	2008 Tax Allocation Bond Reserves	Reserves	9/16/2008	6/1/2040	Funded	Reserve account for the 2008 Bonds required by bond indenture		637,707	N	\$ -						\$ -						\$ -
6	2008 Tax Allocation Bond Admin.	Fees	9/16/2008	6/1/2040	US Bank	Administration fees from US Bank - Trustee		120,000	N	\$ 4,140				4,140		\$ 4,140						\$ -
7	2008 Tax Allocation Bond Arbitrage	Fees	9/16/2008	6/1/2040	Arbitrage Compliance Specialist	Professional fees to be paid for arbitrage calculation		50,000	N	\$ -						\$ -						\$ -
8	Rural Eco. Dev. Infrastructure Project Reserve	Third-Party Loans	11/13/1991	12/31/2016	St. of Ca. Dept. of Commerce	Loan from St. of Ca. for Porterville Enterprise Zone Infrastructure Project.		13,936	N	\$ 13,936			13,936			\$ 13,936						\$ -
9	Rural Eco. Dev. Infrastructure Project Reserve	Reserves	11/13/1991	12/31/2016	Funded	Required by the St of Ca. and serves as insurance for the loan.			N	\$ -						\$ -						\$ -
10	Loan for Formation of Area	City/County Loans On or Before 6/27/11	4/7/1981	6/30/2030	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		285,459	N	\$ 60,000				60,000		\$ 60,000						\$ -
11	Loan for Repayment to County	City/County Loans On or Before 6/27/11	5/1/2007	6/30/2014	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		84,460	N													
12	Loan for Parking Lot Improvements Storm Drain	City/County Loans On or Before 6/27/11	11/12/1997	6/30/2014	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).		121,844	N													
13	Loan for Reconstruction of Parking Lot - Hockett Street	City/County Loans On or Before 6/27/11	6/19/2007	6/30/2030	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).		537,172	N													
14	Loan for Amendment of the Boundaries of Project Area No. 1	City/County Loans On or Before 6/27/11	8/17/2010	6/30/2030	City of Porterville	Loan repayment pursuant to HSC section 34191.4 (b).		216,141	N													
15	Successor Agency Administration	Admin Costs	1/1/2015	6/30/2015	City of Porterville	Agency Administration cost.		1,250,000	N	\$ 50,430					25,215	\$ 25,215					25,215	\$ 25,215
16	Porterville Hotel Project	OPA/DDA/Construction	9/16/2008	6/30/2016	various	Acquisition of property and demolition and clearing of the site		100,000	N	\$ -						\$ -						\$ -
19	RPTTF shortfall - ROPS 14-15B	RPTTF Shortfall	1/1/2015	6/30/2015	Successor Agency	RPTTF shortfall on ROPS 14-15B		30,102	N	\$ 30,102				30,102		\$ 30,102						\$ -
20	RPTTF shortfall - ROPS 15-16A	RPTTF Shortfall	7/1/2015	12/31/2015	Successor Agency	RPTTF shortfall on ROPS 15-16A			N													
21									N	\$ -						\$ -						\$ -
22									N	\$ -						\$ -						\$ -
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43									N	\$ -						\$ -						\$ -
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Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see CASH BALANCE TIPS SHEET								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)								
1	Beginning Available Cash Balance (Actual 07/01/15)	951,691				940	(105,442)	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	4,900				1,049	348,980	
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)	10,117					343,098	
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	677,452						
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 269,022	\$ -	\$ -	\$ -	\$ 1,989	\$ (99,560)	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)								
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 946,474	\$ -	\$ -	\$ -	\$ 1,989	\$ (99,560)	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						526,437	
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)	269,023					440,726	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ 677,451	\$ -	\$ -	\$ -	\$ 1,989	\$ (13,849)	

Porterville Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

[illegible]



CITY COUNCIL AGENDA – JANUARY 19, 2016

SUBJECT: Appointment of a New Member to the Oversight Board

SOURCE: Community Development

COMMENT: As the Successor Agency is aware, AB1X26 requires the dissolution of all redevelopment agencies and replaces them with a successor agency. Each Successor Agency shall have an Oversight Board composed of seven members from specific fields, as identified in Health and Safety Code §35179(a). The current Oversight Board consists of the following members:

- (a)(1) Supervisor Mike Ennis - Appointed by the Board of Supervisors
- (a)(2) Ms. Denise Marchant - Appointed by Mayor Virginia Gurrola
- (a)(3) Ms. Donna Hefner - Appointed by Sierra View Medical Center Board
- (a)(4) Dr. John Snavelly - Appointed by Tulare County Office of Education
- (a)(5) Dr. Rosa Carlson - Appointed by Kern Community College District
- (a)(6) Mr. John Hess - Appointed by the Board of Supervisors
- (a)(7) Ms. Guadalupe Diaz - Appointed by Mayor Virginia Gurrola

Board member Guadalupe Diaz retired on December 30, 2015, which necessitates her replacement on the Oversight Board.

Senate Bill 107 modified §35179(a)(7) to read, “In the case where city or county employees performed administrative duties of the former redevelopment agency, the appointment shall be made from the recognized employee organization representing those employees” rather than appointment by the mayor.

The recognized employee organization representing the employees of the former redevelopment agency is the Management Confidential Group. Staff recommended and Ms. Sarah Weaver (president of Management Confidential Series) approved the recommendation to appoint Mr. Fernando Rios as Ms. Diaz’s replacement to the Oversight Board.

RECOMMENDATION: Informational item only. No action required.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager