



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 17, 2020, 5:30 PM**

Pursuant to Executive Order N-25-20 signed by Governor Newsom on March 12, 2020, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic public participation at City Council Meetings.

Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud during Oral Communications or during any public hearings as applicable, for Council consideration. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, March 17, 2020, to participate in said meeting. Please direct any questions to the Office of City Clerk, 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 298 N. Main Street, Suite 1, and 25 E. Thurman Avenue, Suite 4, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Sierra View Medical Center. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Keo Malavone et al., Tulare County Superior Court Case No.282164.
- 3** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiff.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

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

Pledge of Allegiance Led by Vice Mayor Reyes
Invocation

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.

REPORTS

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

City Commission and Committee Meetings

1. Parks & Leisure Services Commission
2. Library & Literacy Commission
3. Arts Commission
4. Animal Control Commission
5. Youth Commission
6. Transactions and Use Tax Oversight Committee (TUTOC)

AB 1234 REPORTS

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

1. Joint City/School Committee (Continued) - February 10, 2020
2. Tulare County Association of Governments (TCAG) Transit Forum (Continued) - February 12, 2020
3. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board (Continued) - February 20, 2020
4. Tulare County Association of Governments (TCAG) (Continued) - February 24, 2020
5. Tulare County Economic Development Corp. (TCEDC) (Continued) - February 26, 2020
6. Tulare County Task Force on Homelessness (Continued) - February 26, 2020
7. Local Agency Formation Commission (LAFCO) - March 4, 2020
8. 2020 Census Complete Count Committee - March 5, 2020
10. Eastern Tule Groundwater Sustainability Agency (ETGSA) - March 5, 2020
11. Tulare County Association of Governments (TCAG) - March 16, 2020
12. Tulare County Association of Governments (TCAG) Unmet Needs Hearing - March 16, 2020

Staff Informational Reports

Housing Annual Progress Report
Water Conservation Phase IV Status Update
Police Officer Equipment Vest
Proclamation Acceptance and Issuance Report

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. **Approval of the Purchase and Installation of Shade Structure for Murry Park Pool Facility Exterior**
Re: Consider to authorize the purchase and installation of a shade structure for the exterior of the Murry Park Pool Facility.
2. **Authorization for Transit Bus Engine Repair**
Re: Considering approval of the transit bus engine repair by Cummins Pacific at a cost not to exceed \$11,196.20
3. **Authorization to Advertise for Bids - Newcomb Street Reconstruction Project from Olive Avenue to Porter Slough**
Re: Considering approval of Staff's Plans and Project Manual for the project consisting of removing the existing asphalt and base, and replacing with a new asphalt and base located between Olive Avenue and north of Morton Avenue just south of the Porter Slough.
4. **Ratification of Emergency Expenditure - Demolition of the City Library Located at 41 W. Thurman Avenue**
Re: Considering ratification of the emergency demolition of the City Library, located at 41 W. Thurman Avenue; authorization to initiate a Purchase Order; make payment to Bowen Engineering and Environmental not to exceed \$93,060; and authorize an additional \$4,230 for construction management and quality control.
5. **Confirming Negotiated Contract with Sunpoint Public Adjusters, Inc. for Services Associated with the Library Fire Insurance Claim**
Re: Confirming Public Insurance Adjuster Contract between the City of Porterville and Sunpoint Public Adjusters, Inc. for services associated with preparation of the City's insurance claim for the Library Fire loss.
6. **Acceptance of Subdivision Improvements - Trooper Terrace (Jason Moyes - Smee**

Homes, Inc.)

Re: Considering acceptance of public improvements, including those related to the Landscape & Lighting District of the Trooper Terrace Subdivision for maintenance; and authorizing the filing of the Notice of Completion.

7. Acceptance of Mitigation Monitoring and Reporting Program for the Akin Water Company Consolidation Project.

Re: Consideration to adopt draft Resolution to adopt the Mitigation Monitoring and Reporting Program for construction of the Akin Water Supply Project, in association with the Akin Water Company Consolidation project.

8. Authorization to Initiate a Proposition 218 Vote Regarding the Formation of a Landscape Maintenance District for the Chelsea Glen Subdivision

Re: Consideration to adopt draft Resolution and set a Public Hearing for May 5, 2020 regarding the Engineer's Report and proposed assessment for Chelsea Glen.

9. Status and Review of Declaration of Local Emergency

Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

10. Consideration of a Conditional Use Permit for the Hampton Inn

Re: Consideration to adopt draft Resolution approving Conditional Use Permit 2019-038-C.

SCHEDULED MATTERS

11. Resolution of Proclamation of the Existence of a Local Emergency

Re: Consideration of a draft Resolution to proclaim the existence of a local emergency due to the novel coronavirus (COVID-19).

12. Approval for Community Civic Event - Porterville Unified School District, Burton School District, Porterville Optimist Club - Porterville Celebrates Reading - April 4, 2020

Re: Considering approval of an event to take place on April 04, 2020, at Veterans Park from 10:00 a.m. to 2:00 p.m.

13. Approval for Community Civic Event - Porterville Unified School District, Monache FFA - Monache FFA Farmer's Day and 5K Run - March 28, 2020

Re: Considering approval of an event to take place at Monache High School on Saturday, March 28, 2020, from 7:00 a.m. to 3:00 p.m.

- 14. Approval for Community Civic Event - Porterville Pregnancy Center - PPRC 5 K/10K Walk/Run - April 4, 2020**
Re: Considering approval of an event to take place at the Porterville Sports Complex on Saturday, April 4, 2020, from 7:00 a.m. to 12:00 p.m.
- 15. Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival - April 18, 2020**
Re: Considering approval of an event to take place on Saturday, April 18, 2020, from 9:00 a.m. to 4:00 p.m., and request for closure of specified streets, parking lot and sidewalks in the Downtown area for said event.
- 16. Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life Kick Off Event - March 29, 2020**
Re: Considering approval of an event to take place on March 29, 2020, at Centennial Park from 10 a.m. to 3:00 p.m.
- 17. Cancellation of Special Meeting of the City Council for March 24, 2020**
Re: Consider the cancellation of the Special Meeting of the City Council for March 24, 2020.

ORAL COMMUNICATIONS

OTHER MATTERS

ADJOURNMENT - to the meeting of April 7, 2020

CLOSED SESSION

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

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 – MARCH 17, 2020

SUBJECT: Housing Annual Progress Report

SOURCE: Community Development

COMMENT: Each year, the Community Development Department prepares an Annual Housing Element Progress Report for the California Department of Housing and Community Development. The report is a compilation of data to show the City's progress toward implementation of its Housing Element. State Housing Element law requires the local jurisdiction accommodate a share of the region's (Tulare County) projected housing needs for identified planning periods. This share, called the Regional Housing Needs Allocation (RHNA), specifies that jurisdictions provide sufficient land to accommodate a variety of housing opportunities. The City was allocated a RHNA of 3,196 units, using January 1, 2014 as a baseline for growth projections. Since that date, a total of 300 housing units have been constructed for occupancy, a deficit of 2,896 units.

RECOMMENDATION: For Information Only

ATTACHMENTS: 1. Annual Progress Report Summary

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Jurisdiction	Porterville	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	8
	Non-Deed Restricted	4
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		64
Total Units		78

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	83
Number of Proposed Units in All Applications Received:	346
Total Housing Units Approved:	346
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase IV plan, the City reduced outdoor watering to one day per week watering schedule based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. The Phase IV plan limits outdoor watering to one (1) day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor 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 landscaping 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 February 2020 show that a total of 15 Notice of Violations were issued for water wasting, and 0 Administrative Citations were issued.

Water production for February 2020 shows a 15% increase from the 5-year average. The production for the month of February 2020 was 209 million gallons, which when compared to the production for the month of February 2013 of 197 million gallons, equates to a 6.24% increase. Residential consumption for February 2020 was 72.21 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect

June 2015 through February 2020. Porterville's cumulative total production conservation through February 2020 is 21.94%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through February 2020. Porterville's cumulative total GPCD conservation through February 2020 is 26.5%.

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for drought impacts to water supplies, the City of Porterville Council approved maintaining a self-imposed standard of 26%. The continuation of the current conservation goals keep a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations, will require agency reporting to continue monitoring the performance of urban water conservation, with a preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Monthly Production Status February 2020
2. Monthly Production Status GPCD February 2020
3. Drought Response Phase IV Flyer

Appropriated/Funded:

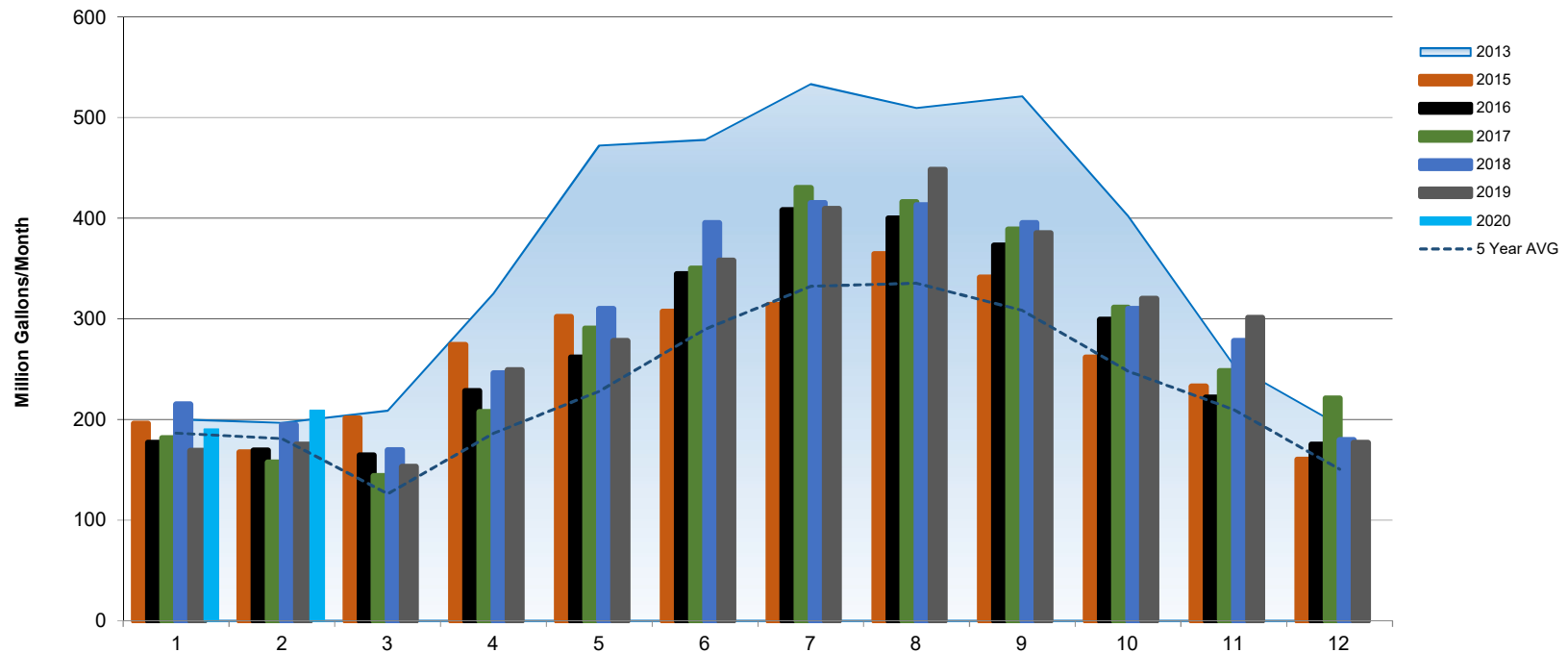
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 2015 Through
February 2020 Production Comparison to 2013 & 5 Year Average**

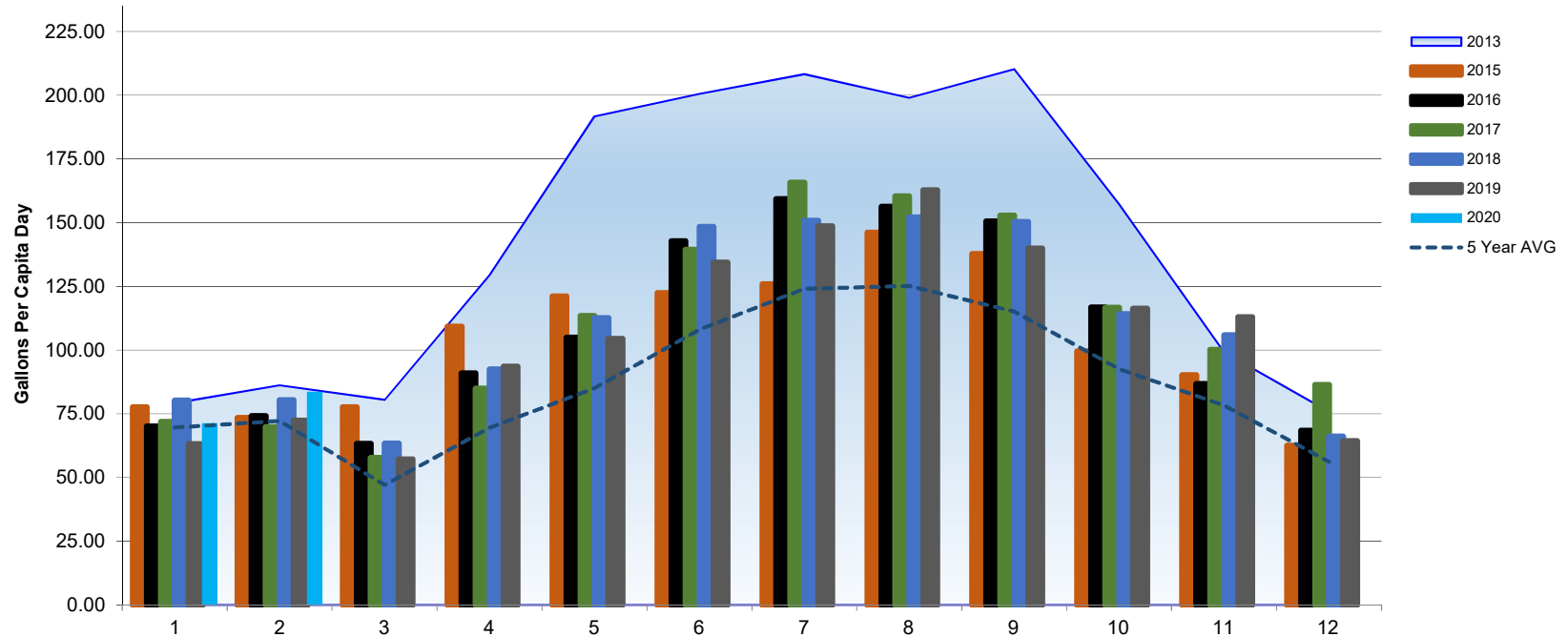


Production Cumulative Total 21.9%

	1	2	3	4	5	6	7	8	9	10	11	12
2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%										

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
February 2020 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 26.5%

	2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-21%	-19%										

Percent Comparison to 2013 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 – MARCH 17, 2020

SUBJECT: Police Officer Equipment Vest

SOURCE: Police

COMMENT: One of the more predominant injuries that has occurred within the Porterville Police Department over the years has been lower back injuries. These injuries have required personnel to be unavailable for full duty for periods of times, with many of these periods of time being extensive. The Department has also seen sworn officers reach the point wherein they could no longer continue in the profession. Costs that have been incurred due to these injuries include medical costs, overtime costs for staffing and costs associated with hiring replacement personnel.

Lower back injuries are common in law enforcement. Studies suggest that the weight of a traditional duty belt with all of its equipment is the main cause of many of these injuries. In fact, even without a known direct cause, lower back injuries for police officers who wear a duty belt are presumed to be work-related in the State of California and a worker's compensation claim can be filed if the officer has worked for over five (5) years. One of the methods for reducing this type of injury is the use of equipment vests. Equipment vests allow for all of the equipment worn on the belt, with the exception of the firearm, to be transferred to the equipment vest. The equipment vest then distributes over 70% of the weight away from the lower back and hips.

In the Porterville Police Department and others, specialized assignments allows the use of equipment vests. In speaking with personnel assigned to those assignments, they report that their lower backs feel better when not wearing the traditional duty belt on a daily basis. The implementation of equipment vests has been a topic for some time in many law enforcement agencies. In fact, numerous Tulare County agencies have transitioned to equipment vests for its uniformed personnel. Porterville Police Department staff have weighed this carefully for a number of years, with consideration to the benefits of the equipment vest to uniformed personnel, and the potential impact to the professional image that must be maintained by uniformed officers in the community. Early models of equipment vests appeared militaristic in nature and did not project the professional image desired for the community. There was concern that this could reduce the comfortability of community members approaching officers. Staff believes this concern can now be addressed.

Recent models of equipment vests are now available that replicate the professional uniform of a police officer. These equipment vests are made of material that is similar in color and style to the standard uniform shirt. When worn, the equipment vests mimic the uniform shirt, even with the equipment placed upon the vest. With these advancements, it is staff's belief that

equipment vests can be worn to reduce the likelihood of lower back injuries without presenting a negative, tactical and/or military style image, and that the community will remain comfortable in approaching officers. Therefore, it is the Department's intent to transition to equipment vests for uniformed officers.

While the initial cost to outfit each officer with an equipment vest can be high, estimated to be \$25,000 to \$30,000, these costs will be eventually recovered and savings begin to be realized due to the drop in lost work time and health care costs. Based on the above, sworn officers will begin to transition to equipment vests over the next several months and as of July 1, 2020, the equipment vest will become mandatory for uniformed officers.

RECOMMENDATION: Informational Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Proclamation Acceptance and Issuance Report

SOURCE: Administrative Services

COMMENT : In accordance with City Council direction, staff is providing a report on Proclamation Requests that were accepted and issued during the month of February 2020. For the period of February 1 to February 29, 2020, the following request was accepted and issued.

Date	Name of Organization	Name of Event/Proclamation
February 1-29, 2020	Family Crisis Center	Teen Dating Violence and Prevention Month

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Proclamation: Teen Dating Violence and Awareness Month

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City of Porterville



Proclamation

- WHEREAS: February is annually recognized as National Teen Dating Violence Awareness Month and teen dating violence is a serious and growing problem throughout California; and
- WHEREAS: According to the Centers for Disease Control and Prevention, nearly 10% of high school students have been hit, slapped, or physically hurt on purpose by a boyfriend or girlfriend in the past year and nearly half of students who experience dating violence have reported that some of the abuse took place on school grounds; and
- WHEREAS: According to the American Psychological Association, one in three teens ages 14 to 20 have experienced dating abuse and about the same number say they have committed dating abuse themselves and According to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 4 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and
- WHEREAS: 43% of LGBTQ+ teens reported experiencing physical dating violence, compared to 29% of heterosexual youth and 59% of LGBTQ+ teens reported emotional abuse, compared to 46% of heterosexual youth; and
- WHEREAS: Victims of dating violence are more-likely than their non-abused peers to smoke, use drugs, engage in unhealthy dieting, engage in risky sexual behaviors, and attempt or consider suicide and are also at increased risk for carrying a weapon to school, being threatened or injured with a weapon at school, and damaging school property; and
- WHEREAS: Students who are victims in high school are at higher risk for victimization during college, and adolescent perpetrators of dating violence are more likely to abuse their intimate partners as adults; and
- WHEREAS: The establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth

NOW, THEREFORE, I, Martha A. Flores, Mayor of Porterville, on behalf of the City of Porterville, do hereby proclaim the month of February 2020 as,

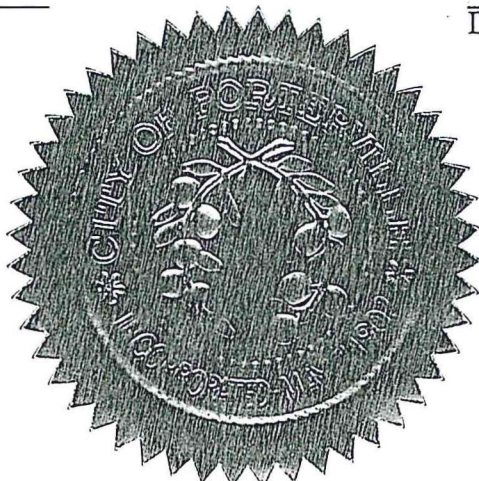
"TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH"

and encourage all citizens of Porterville to work toward ending teen dating violence by empowering young people to develop healthier relationships, assisting victims in accessing the information and supportive services they need, creating better and more resources for young people in need, instituting effective intervention and prevention policies in schools and engaging in discussions with family members and peers to promote awareness and prevention of the quiet epidemic of teen dating violence;

PROCLAIMED this 1st day of February, 2020.

Martha A. Flores, Mayor

Daniel Peñaloza, Council Member





CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval of the Purchase and Installation of Shade Structure for Murry Park Pool Facility Exterior

SOURCE: Parks and Leisure Services

COMMENT: Annually, Memorial Day weekend to Labor Day weekend marks the City of Porterville Murry Park Pool season. The pool is open daily during that timeframe. Twice a day, in addition to special events such as Dive In Theatre, the public lines up along the concrete waiting to enter the pool facility. Many people arrive significantly early to opening time in order to ensure admission as the maximum pool capacity of 280 is reached on a regular basis. Once capacity has been reached, some people will opt to wait outside the facility until people leave so they may then enter.

Temperatures on the concrete next to the asphalt of Park Drive often reach triple digits. On occasion, City lifeguards have tended to patrons who had reported symptoms of heat stroke as a result of waiting in the sun for extended periods of time. An exterior shade structure to match the existing shade structure on the interior of the pool facility would mitigate the issue of the public standing in the sun while waiting to enter. Staff is also changing the location of the entrance line in another measure to minimize the impact of direct heat to waiting patrons.

Staff received quotes from four (4) commercial recreation vendors for an exterior pool shade and installation:

Kompan \$35,245.31
MRC Gametime \$37,097.05
Dave Bang Associates \$44,785.55
Park Planet \$74,255.46

Kompan submitted the lowest quote and provided a design staff was amenable to. In conjunction with the exterior shade, staff is requesting authorization to have a previously purchased shade be installed as part of this project. Due to a very limited amount of local certified installers, there have been significant delays in shade structure installations. Funding for this project is proposed to come from Community Development Block Grant (CDBG) Park Improvement Funds.

RECOMMENDATION: That the City Council:

1. Approve the purchase and installation of a shade structure for the exterior of the Murry Park Pool facility from Kompan in the amount of \$35,245.31; and
2. Authorize the Parks and Leisure Director to negotiate for the installation of the previously purchased interior shade.

ATTACHMENTS: 1. Pool Exterior Shade Quotes

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



SALES PROPOSAL



KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: City of Porterville Shade Pool Area 97 N Park Dr. Porterville, 93257 United States	C0018761
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Date 02/19/20
Expiration Date
Proposal No. SP72522
Project City of Porterville Shade
Ship to State/Zip CA 93257
Customer Service Representative Nasira Khan
Sales Representative Doris Harpain
Payment Terms DEP50%&N30

Invoice-to: City of Porterville 291 N. Main Street Porterville, CA 93257 United States	C0018761
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Ship-to: City of Porterville Shade Pool Area 97 N Park Dr. Porterville, CA 93257 United States
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Qty.	Item No.	Description	Net Price
1	SII-CUSTOM-SHADE	Multi-Dome Dugout Cantilever Shade: 54' Length x 8' Width x 12.5' Entry Height. (4) Domes; Each Dome - 13.5' Length x 8' Width x 12.5' Entry Height. (5) Embedded Columns at 7"x5". Beams at 4"x4". Frame & Fabric Color: TBD	10,598.46
1	SII-CUSTOM-SHADE	Multi-Dome Dugout Cantilever Shade: 24' Length x 8' Width x 12.5' Entry Height. 2 (2) Domes; Each Dome - 12' Length x 8' Width x 12.5' Entry Height. (3) Embedded Columns at 5"x5". Beams at 4"x4". Frame and Fabric Color: TBD	5,513.85
2	SII-ENGDR	Engineering: Sealed Drawings & Fees	1,800.00
1	FRT-OTHER	Freight for Shades	2,543.00
Total			20,455.31

Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.
Please allow 4-6 weeks for product delivery upon order placement.

Jaynes Brothers

PROPOSAL: 021220N

Playground Construction & Installation

LIC. # 896407 (A, B, C-8, C61/D34, C61/D12)

DIR # 1000019441

996 Lawrence Drive, Suite 201

Newbury Park, CA 91320

Office: 805-375-1111

To: Kompan
Attn: Doris Harpain

Job Name: City Of Porterville
Job Location: 291 N. Main St.
Porterville, Ca. 93257

Phone: 559-977-2656
Fax:

Date: 02/12/20
E-Mail:

We hereby submit estimates for the following:

Install (1) Cantilever USA Shade, 54 x 8 x 9, (1) 24 x 8 x 9.

Footing size 5' deep by 2 ft 6" wide, (5 Post legs).

Price includes unloading

Price \$ 13,290.00

If cages required additional cost of \$ 200.00 per cage (5 legs).

Price \$ 1,000.00

If chain length fence required additional cost.

Price \$ 500.00

No charge for Alligator fence

† This proposal does not provide for the following service items, unless otherwise stated: receipt, inventory, loading, unloading, storage, or security of equipment, or security fencing.

This proposal assumes a standard work week only, Monday through Friday, 7:00AM through 5:00PM. No weekends or holidays, unless otherwise agreed upon.

Bid does not include 3rd party inspections.

This proposal does not provide for the following site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminants that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.

Payment is net 30 upon completion of each phase of project and/or per line item. Jaynes Brothers does not survey or stake sites. It is the responsibility of the General Contractor or Owner to provide adequate markings for all installation needs and requirements.

Jaynes Brothers does not assume liability of incomplete delivery and requires payment upon completion of equipment present.

Service charge to install any merchandise not present at time of completion is at the rate of \$500 minimum. This proposal does not include any bonding, permitting fees, third party inspection fees, or any other related fees not hereto specified.

Not responsible for hardscape or landscape due to installation or deliveries.



C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111 Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

01/31/2020
Quote #93360-01-04

CA Porterville City of Murray Park Shade

Porterville City of
Attn: Donnie Moore
291 North Main Street
Porterville, CA 93257
Phone: 559-782-7539
dmoore@ci.porterville.ca.us

Ship to Zip 93257

Quantity	Part #	Description
1	Custom Rectangle Hanging Cantilever Shade:	Superior - 54' Length x 8' Width x 9' Entry Height. (3) Domes;- <i>Frame Color:</i> <i>Fabric Color:</i>
1	Engineering:	Superior - Sealed Drawings & Fees
1	2 Domes Side to Side 24' L x 8' W X 9' Entry H	Superior - (2) Columns on Base Plates at 5"x7"x1/4". Beams at 4"x4"x3/16". Rafters at Ø3.5" 11-Ga With Glide Elbows.
1	1 Dome - 30' Length x 8' Width x 9' Entry Height	Superior - 3 Columns on Base Plates at 5"x5"x3/16". Beams at 6"x4"x3/16". Rafters at Ø3.5" 11-Ga With Glide Elbows.
1	INSTALL	GameTime - INSTALLATION BY A CERTIFIED INSTALLER- Installation of a 5 post shade structure over existing concrete slab. Pricing includes: Saw cutting existing concrete and hauling away spoils Digging footings and hauling away spoils Finishing concrete footings to match existing concrete Prevailing wage Area needs to be ready for install and easy equipment access needed Anything not Mentioned in this proposal is not included
		Sub \$30,560.00
		Total
		Freight \$1,710.25
		Tax \$2,826.80
		Total \$35,097.05

Comments

OFF LOADING UPON DELIVERY IS NOT INCLUDED IN THIS PROPOSAL

CL/hd



To City of Porterville
Attn: Donnie Moore
291 N Main Street
Porterville, CA 92357

Quotation Date 2/25/2020	Salesperson Eric Molano
------------------------------------	-----------------------------------

Terms Net 30

Murray Park Pool Shade

Estimated Shipping Date 6-8 Weeks		Shipped Via Truck		F.O.B. Porterville	
Quantity		Description		Unit Price	Total Extended
1		Custom Canopies, 21' x 10' Cantilever Umbrella Fabric Shade with 2 Posts, 1 Top and 10' Entry Height		5,687.00	5,687.00
2		Rebar Footing Cages		132.00	264.00
1		Engineering		1,100.00	1,100.00
1		Custom Canopies, 30' x 20', 21' x 10' Double Cantilever Umbrella Fabric Shade with 3 Posts, 2 Top and 10' Entry Height		11,237.00	11,237.00
3		Rebar Footing Cages		132.00	396.00
1		Engineering		1,100.00	1,100.00
		Less Special Discount		-846.20	-846.20
		Subtotal			18,937.80
		Installation by a Licensed Contractor to INCLUDE prevailing wages		24,096.00	24,096.00
THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS				Subtotal	
THANK YOU FOR THIS CHANCE TO QUOTE				Tax (9.25%)	
DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.				TOTAL	

Sa... Eric Molano Accepted _____ Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!

P.O. BOX 1088, TUSTIN, CA 92781

1-800-669-2585

DAVEBANG.COM

INFO@DAVEBANG.COM

LIC #795052

To City of Porterville
Attn: Donnie Moore
291 N Main Street
Porterville, CA 92357

Quotation Date 2/25/2020	Salesperson Eric Molano
------------------------------------	-----------------------------------

Terms Net 30

Murray Park Pool Shade

Estimated Shipping Date 6-8 Weeks	Shipped Via Truck	F.O.B. Porterville		
Quantity	Description	Unit Price	Total Extended	
	The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed. *Bond NOT included, if needed.			
THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS		Subtotal	\$43,033.80	
THANK YOU FOR THIS CHANCE TO QUOTE		Tax (9.25%)	\$1,751.75	
DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.		TOTAL	\$44,785.55	

Sa... Eric Molano Accepted _____ Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Porterville
Donnie Moore
291 N. Main St.
Porterville, CA 93257

SITE ADDRESS:

DATE: 2/7/2020

QUOTE #: Q20-1267

REP: Kasanna@parkplanet.com

Main #: 559-782-7536

PROJECT: Murry Park Pool Shade

Email: dmoore@ci.porterville.ca.us

TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Custom Canopies	CC CUST	10' x 54' x 9' Flat Sail Cantilever Shade System 5 Posts and Beams 9' Eave Height from top of footing Estimated 6'6" Square x 20" Spread Footings CA Fire Marshal Approved Fabric - Fireblock Rebar Footing Cages Engineering Pricing is based on preliminary drawings. Price may change after approval from the city engineering department. Due to grading at the site, posts may need to be lengthened which would result in a price increase.	14,740.00	14,740.00T
1	Custom Canopies	CC CUST	10' x 24' x 9' Flat Sail Cantilever Shade System 3 Posts and Beams 9' Eave Height from top of footing Estimated 6'6" Square x 20" Spread Footings CA Fire Marshal Approved Fabric - Fireblock Rebar Footing Cages Engineering Pricing is based on preliminary drawings. Price may change after approval from the city engineering department. Due to grading at the site, posts may need to be lengthened which would result in a price increase.	9,265.00	9,265.00T
		CCF	Custom Canopies Freight	1,600.00	1,600.00
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		
		Eng-2	Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed.		
		Eng-3	Engineering submittal, permit, fees and inspections not included in supplier's quote		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SALES TAX (9.25%)

TOTAL

Representative Authorized to Order:

Date:

SIGNED QUOTE REQUIRED TO ORDER

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Porterville
Donnie Moore
291 N. Main St.
Porterville, CA 93257

SITE ADDRESS:

DATE: 2/7/2020

QUOTE #: Q20-1267

REP: Kasanna@parkplanet.com

Main #: 559-782-7536

PROJECT: Murry Park Pool Shade

Email: dmoore@ci.porterville.ca.us

TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	Installation by Park Associates Inc. CA - Lic# 959805 DIR# 1000423561 BID AT PREVAILING WAGE Installation assumes normal digging conditions with standard bobcat & auger. IF APPLICABLE: 1.Park Planet installers are not signatory to any unions and will not sign any PLA for the installation of the playground or special playground surfacing. The following supply and/or installation estimates do not include signing a PLA or paying any union labor or fees. All of the labor quoted herein will need to be excluded from a PLA agreement and union labor requirement waived by the purchasing agency, owner or District. 2.Skilled & Trained Workforce – If this project is a Lease Lease-Back, or Design-Build Project, or a contract that triggers the Skilled and Trained Workforce requirements for a Public Works project, please contact Park Planet immediately. The Following estimate for equipment and/or labor does NOT include such compliance. Park Planet and their subcontractors will NOT comply with Skilled and Trained Workforce labor and reporting. Park Planet's portion of work (and our subcontractor's work) will need to fall within an exception or waiver to the Skilled and Trained Workforce requirements or our estimate will not be valid.		
		Install ADD	Installation of a 5 post & a 3 post cantilevered shade over existing concrete slab with spread footings Price includes: Temporary fencing Saw cutting existing concrete & hauling away spoils Digging footings & hauling away spoils Finishing concrete footings to match existing concrete	46,430.00	46,430.00
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	
ORDER/DELIVERY INFORMATION: (Unless otherwise specified) Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.				SALES TAX (9.25%)	
				TOTAL	

Representative Authorized to Order:

Date:

SIGNED QUOTE REQUIRED TO ORDER

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Porterville
Donnie Moore
291 N. Main St.
Porterville, CA 93257

SITE ADDRESS:

DATE: 2/7/2020

QUOTE #: Q20-1267

Main #: 559-782-7536
Email: dmoore@ci.porterville.ca.us

REP: Kasanna@parkplanet.com

PROJECT: Murry Park Pool Shade

TERMS: Net 30dys / Install

QTY	VENDOR	MODEL #	DESCRIPTION	RATE	TOTAL
			Note: Client is responsible for location all underground utilities prior to the install start date. Exclusions: Offloading and storage of equipment. Site preparation including containment border. Marking of any underground utilities and/or obstructions Inspections or applicable permits and fees Removal of obstacles to reach construction site. Bobcat & concrete truck access required. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes.** By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.		
QUOTE GOOD FOR 30 DAYS			SUBTOTAL	\$72,035.00	
ORDER/DELIVERY INFORMATION: (Unless otherwise specified) Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.			SALES TAX (9.25%)	\$2,220.46	
			TOTAL	\$74,255.46	

Representative Authorized to Order:

Date: _____

SIGNED QUOTE REQUIRED TO ORDER



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle No. 8193 is an active transit bus that has experienced significant internal engine oil leakage and requires an engine repair. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center. The bus has approximately six (6) years of remaining active service life, and its service is necessary for the transition to electrification of the City's Transit fleet over the next year.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine repair at an estimated cost not to exceed \$11,196.20, (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$11,196.20 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Transit Bus #8193 Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Sales and Service

BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

FRESNO CA BRANCH
2755 S. CHERRY AVENUE
FRESNO, CA 93706-
(559)274-4400

REPRINT

8193 ESTIMATE

Payment is due 30 days from invoice date unless agreed upon in writing.

BILL TO

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

RAFAEL BAEZ - 559 782-7597

PAGE 1 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-FEB-2020	NEEP PO	13-JUL-2015	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		22-JAN-2020	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200570	L1358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

1N9MNALG6FC084057

COMPLAINT

CUSTOMER CLAIMS UNIT IS USING 2 GALLONS OF OIL

CHECK ENGINE LIGHT ALSO

ARTURO
559-782-7597

CAUSE

CYLINDER BLOCK. PISTON RNG. SEE MODE DESCRIPTION. PISTON RNG
INDETERMNT OIL CONS. LOCATION N/A.
CYLINDER HEAD. CYL HEAD. VALVE GUIDE. BROKEN, CRACKED. LOCATION N/A.
EXHAUST SYSTEM. EX GAS REC. EGR COOLER CORE. BROKEN, CRACKED.
LOCATION N/A.
EXHAUST SYSTEM. EX GAS REC. EGR VALVE ASSEMBLY. BROKEN, CRACKED.
LOCATION N/A.

CORRECTION

6416 1/24/20 PULLED BUS TO STEAM RACK AND STEAMED ENGINE AND UNDER
BUS PULLED UP TO SHOP AND PUT IN OIL DYE RAN ENGINE AND CHECKED
WITH BLACK LIGHT. FOUND OIL COMING FROM REAR MAIN SEAL AND MAY BE
CAM PLUG ALSO STARTED TROUBLESHOOTING FAULTS FOR HIGH EGR TEMP.
MOVED INTO SHOP AND MOVED LIFTS INTO PLACE REMOVED REAR SEAT AND
TESTED BATTERIES DISCONNECTED AND LOCKED THEM OUT. 6416 1/27/20
DRAINED COOLANT AND TRANSMISSION FLUID REMOVED EGR CROSSOVER
TUBE AND FOUND CARBON AND SOME MOISTURE INSIDE. REMOVED TURBO
AND EXHAUST MANIFOLD FOUND SIGNS OF CARBON COMING FROM HEAD
REMOVED COILS VALVE COVER AND SPARK PLUGS FOUND WHITE DEPOSITS
ON THE PLUGS. PERFORMED CYLINDER LEAKAGE TEST #1 20% #2 70% #3 60%
#4 65% #5 65% #6 75% #1 WAS LOW BUT COULD FILL AIR COMING OUT EXHAUST
PORT. 6416 1/29/20 REMOVED FUEL CONTROL HOUSING AND CHECKED FOUND
OIL IN THE INTAKE IT WAS NOT FROM THE FUEL SYSTEM REMOVED ROCKERS
AND REMOVED CYLINDER HEAD. DRAINED OIL AND REMOVED OIL PAN AND
SUCTION TUBE FOUND CARBON ON TOP OF THE PISTONS. HAD TO REMOVE
ENGINE FOR ACCESS TO REPLACE REAR MAIN SEAL CAM PLUG AND OIL
GALLEY PLUG. 6416 1/30/20 REMOVED FLYWHEEL HOUSING AND REMOVED
REAR SEAL CARRIER CLEANED REMOVED CAM PLUG AND OIL GALLEY PLUG.
CLEANED ALL PARTS INSTALLED NEW PLUGS AND SEAL INSTALLED FLYWHEEL

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE



Sales and Service

BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

FRESNO CA BRANCH
2755 S. CHERRY AVENUE
FRESNO, CA 93706-
(559)274-4400

REPRINT

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CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

RAFAEL BAEZ - 559 782-7597

PAGE 2 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-FEB-2020	NEEP PO	13-JUL-2015	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		22-JAN-2020	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200570	LI358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

1N9MNALG6FC084057

HOUSING REMOVED ALL PISTONS CLEANED AND INSPECTED NO DAMAGE FOUND. CLEANED CARBON OFF PISTONS REMOVED AND INSTALLED NEW RINGS BEARINGS IN GOOD SHAPE CLEANED HEAD SURFACE AND INSPECTED CRANKSHAFT ALL GOOD. INSTALLED PISTONS BACK IN BLOCK TORQUED ALL BOLTS READY FOR NEW CYLINDER HEAD. 6416 2/3/20 INSTALLED PUSH TUBES AND ROCKERS TORQUED AND ADJUSTED ALL DISASSEMBLED AND CLEANED FUEL CONTROL HOUSING. ASSEMBLED AND INSTALLED ON ENGINE INSTALLED SPARK PLUGS AND COILS CLEANED AND INSTALLED VALVE COVER INSTALLED EXHAUST MANIFOLD AND EGR COOLER BRACKET. REMOVED CROSS MEMBERS AND INSTALLED ENGINE IN BUS INSTALLED TRANSMISSION BOLTS AND INSTALLED CROSS MEMBERS INSTALLED ALL ENGINE MOUNTS. 6416 2/4/20 INSTALLED TORQUE CONVERTER BOLTS STARTER POWER STEERING PUMP STIFFENER PLATE OIL SUCTION TUBE AND OIL PAN 6416 2/6/20 INSTALLED TURBO AND CONNECTED ALL COOLANT LINES INSTALLED EGR COOLER AND VALVE INSTALLED CROSSOVER TUBE. INSTALLED ALL OTHER COOLANT LINES AND PUT IN OIL PUMPED COOLANT BACK IN INSTALLED ALTERNATOR AND CONNECTED ALL WIRES REMOVED AND REPLACED TRANSMISSION FILTERS AND PUT IN NEW FLUID. CONNECTED BATTERIES AND LAP TOP STARTED ENGINE RAN UP TO TEMP AND SHUT OFF CHECKED COOLANT AND OIL TOPPED OFF. INSTALLED BACK SEAT BUMPER AND COVER FOR BELTS MOVED BUS OUT AND RAN TO GET TRANSMISSION UP TO TEMP CHECKED AND TOPPED OFF MOVED TO STEAM RACK AND STEAMED OFF CHECKED OVER ALL GOOD CLEARED FAULTS AND PARKED OUT BACK.

COVERAGE

NEW PART WARRANTY

1	1	3376891	TRACER,FLUORESENT OIL	CECO	23.85	23.85
1	1	3930408	GASKET,OIL PAN	CECO	138.74	138.74
1	1	LF9009	PAC, LF	FLG	53.41	53.41
1	1	5405392	SEAL,OIL	CECO	27.59	27.59
1	1	3939353	GASKET,REAR COVER	CECO	8.09	8.09

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



BAR ARD Number: ARD00293082 EPA: CAL000430089
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Los Angeles, CA 90084-8731

FRESNO CA BRANCH
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RAFAEL BAEZ - 559 782-7597

PAGE 3 OF 6

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		22-JAN-2020	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200570	LI358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG6FC084057					
1		1	3901969	PLUG,EXPANSION	CECO	6.52	6.52
1		1	3004258	PLUG,EXPANSION	CECO	4.93	4.93
1		1	3912473	SEAL,O RING	CECO	3.89	3.89
1		1	3939352	GASKET,OIL SUC CONNECTION	CECO	3.58	3.58
8		8	885273	PREM BLUE OS 9200 BULK	P2-VALVOLINE	13.85	110.80
8		8	CORF GAL	CAL OIL RECYCLE FEE GAL	P2-NSPART1	.53	4.24
1		1	3926048	SEAL,O RING	CECO	4.93	4.93
5		5	15AC82	TRANSYND	P2-NONSTOCK	65.93	329.65
1		1	29546229	TRANS GROMMET	P2-NONSTOCK	6.90	6.90
1		1	29558328	TRANS FILTER KIT	P2-NONSTOCK	100.43	100.43
1		1	5332563	GASKET,OIL PAN	CECO	47.86	47.86
1		1	5348546RX	HEAD,CYLINDER	DRC	3,039.97	3,039.97 *
1		1	4933818D	HEAD,CYLINDER	CLEAN	437.50	437.50
-1		-1	4933818D	HEAD,CYLINDER	DIRTY	437.50	437.50
6		6	5406026	KIT,PISTON RING	CECO	102.48	614.88 *
1		1	5579032	KIT,UPPER ENGINE GASKET	CECO	929.94	929.94 *
1		1	5478594	THERMOSTAT	CECO	79.47	79.47
1		1	4376312	KIT,EXH RCN COOLER	CECO	1,475.64	1,475.64 *
1		1	3968447	TUBE,OIL GAUGE	CECO	96.91	96.91
1		1	4955484RX	KIT,EXH RCN VALVE	DRC	715.85	715.85 *
1		1	4946046D	VALVE, EGR ISC/L 07	CLEAN	62.50	62.50

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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Cummins Sales and Service
P.O. Box 848731
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CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

RAFAEL BAEZ - 559 782-7597

PAGE 4 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
10-FEB-2020	NEEP PO	13-JUL-2015	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		22-JAN-2020	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200570	LI358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG6FC084057					
-1	-1	4946046D	VALVE, EGR ISC/L 07	DIRTY		62.50	62.50
1	1	5265337	EXTENTION,IGNITION COIL	CECO		93.56	93.56
1	1	3164067	GASKET,WHITE FORM N PLACE	CECO		18.70	18.70
1	1	5369736	TUBE,LUB OIL DRAIN	CECO		171.71	171.71
1	1	5398279	GASKET,CONNECTION	CECO		10.49	10.49
1	1	3903475	SEAL,RECTANGULAR RING	CECO		4.19	4.19
1	1	145582	SEAL,O RING	CECO		4.08	4.08
1	1	3867648	SEAL,O RING	CECO		5.93	5.93
1	1	3929159	SCREEN	CECO		24.63	24.63
1	1	3929938	GASKET,PRESSURE MODULE	CECO		35.60	35.60
1	1	3976949	SEAL,O RING	CECO		12.97	12.97
1	1	4935693	SEAL,O RING	CECO		9.37	9.37
1	1	4935694	SEAL,O RING	CECO		9.51	9.51
1	1	3925343	KIT,SEAL	CECO		140.19	140.19
6	6	5473009	KIT,SPARK PLUG	CECO		40.50	243.00
12	12	3944593	SCREW,HEX FLANGE HEAD CAP	CECO		3.62	43.44
4	4	5286984	STUD	CECO		7.97	31.88
4	4	3818824	NUT,REGULAR HEXAGON	CECO		2.92	11.68
1	1	2202P-4-2	BRASS ELBOW	P2-NONSTOCK		5.25	5.25
1	1	145530	SEAL,O RING	CECO		2.32	2.32
1	1	4988280	GASKET,HYDRAULIC PUMP	CECO		3.29	3.29

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PAGE 5 OF 6

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		22-JAN-2020	73794642		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
200570	LI358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG6FC084057					
2		2	3914118	SCREW,HEX FLANGE HEAD CAP	CECO	8.68	17.36
4		4	4934278	WASHER,SEALING	CECO	2.58	10.32
4		4	3963988	WASHER,SEALING	CECO	3.68	14.72
1		1	609	1.5" SIL HOSE	P2-NONSTOCK	14.79	14.79
2		2	ZXEDRU1	ANTIFREEZE RED	P2-OTHER	15.44	30.88
1		1	VE016242	90 DEG SWIV FITTING	P2-NONSTOCK	6.99	6.99

PARTS: 8,804.92
PARTS COVERAGE CREDIT: 6,776.28CR
TOTAL PARTS: 2,028.64
SURCHARGE TOTAL: 0.00
LABOR: 9,897.40
LABOR COVERAGE CREDIT: 2,229.40CR
TOTAL LABOR: 7,668.00
MISC.: 300.00
MISC. COVERAGE CREDIT: 0.00CR
TOTAL MISC.: 300.00
ELECTRONIC TOOLING FEE 50.00
HAZ WASTE DISPOSAL 100.00
SHOP SUPPLIES 150.00

WARRANTIES APPLIED: FACTORY IN SHOP

LOCAL 45.00
STATE 136.72

Billing Inquiries? Call (877)480-6970

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PAGE 6 OF 6

*** CHARGE ***

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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200570	LI358		343024		8193

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 1N9MNALG6FC084057

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SUB TOTAL: 9,996.64
TOTAL TAX: 181.72

TOTAL AMOUNT: US \$ 10,178.36

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Authorization to Advertise for Bids - Newcomb Street Reconstruction Project from Olive Avenue to Porter Slough

SOURCE: Public Works

COMMENT: The Plans and Project Manual have been prepared for the Newcomb Street Reconstruction Project between Olive Avenue and north of Morton Avenue just south of the Porter Slough. The project includes: removing and replacing the existing asphalt and base; curb returns replaced with access compliant ramps; the installation of new 24" storm drain to replace the existing 18" storm drain; the installation of purple pipe along the stretch of road in order to prepare for the use of reclaimed water throughout the City; the installation of 2" conduit for a fiber optic line; the installation of video detection at the intersection of Morton and Newcomb; and the installation of public improvements along Tomah Avenue and Putnam Avenue from Newcomb Street to West Putnam School to provide pedestrian paths.

The Engineer's Estimate of Probable Cost for the base bid for this project is \$3,881,950. An additional \$388,195 is necessary for construction contingency (10%) and \$310,556 is required for construction management, surveying, quality control and inspection services (8%), equating to a total construction cost of \$4,580,701 for this project.

In the past, contractors awarded a City project would have hired their own land surveyors. Due to a ruling by the State of California Board of Professional Engineers, Land Surveyors and Geologists, staff must directly engage the services of a land surveyor. The Board of Professional Engineers, et al, has ruled that a contractor is in violation of Business and Professional Code sections 8726 and 8729 if he (contractor) hires the land surveyor. Surveying will be performed by a consultant directly contracted by the City.

Funding for the project is approved in the 2019/2020 FY budget. Initial planned funding appropriations as defined in the 2019/2020 FY annual budget is from Local Transportation funds (LTF) in the amount of \$1,865,000 and Measure I funding for sidewalk and ADA improvements (Newcomb Avenue and Tomah Avenue) in the amount of \$400,000.. The estimated cost for the street maintenance program and improvements along Newcomb Avenue and Tomah Avenue are \$2,930,825, equating to a shortfall of \$664,825 of Local Transportation Funds to fully fund the street reconstruction project. The 2019/2020 Fiscal Year Budget identifies approximately \$20,000,000 in street related projects and the probability of completing all of the projects during this

fiscal year will prove to be difficult, therefore, assuring Local Transportation Funds are available to augment the project construction budget. The estimated cost for the water and storm drain portion is \$1,649,876 in which funding in the amount of \$761,676 from the water replacement funds and the reappropriation of storm drain development funding in the 2019/2020 budget in the amount of \$888,200 are needed to fully fund the project.

The scope of the project, which increased the budget, was primarily due to meeting access compliance requirements at all intersections along Newcomb Street and increase in construction costs. The water portion increased with the installation of purple pipe in order to prepare for future use of the City's reclaimed water and storm drain to account for the master plan storm drain.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714;
4. Authorize the Finance Director to appropriate \$931,954.00 from Local Transportation Funds to fully fund this project;
5. Authorize the Finance Director to appropriate \$761,676.00 from the Water Replacement Fund to fully fund this project; and
6. Authorize the Finance Director to reappropriate \$888,200 of Storm Drain Development Funding currently programmed in the 2019/2020 Budget to this project.

ATTACHMENTS:

1. Engineer's Estimate - Newcomb Street Reconstruction
2. Locator Map - Newcomb Street Reconstruction

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

City of Porterville

Newcomb Avenue from Olive to Morton (Porter Slough)

PROJECT: 91104 Newcomb Avenue Reconstruction-Olive to Morton

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
A1	\$30,000.00	LS	Mobilization, Demobilization and Cleanup	1	\$30,000.00
A2	\$15,000.00	LS	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	\$15,000.00
A3	\$30,000.00	LS	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	\$30,000.00
A4	\$10,000.00	LS	Furnish Utility Locating	1	\$10,000.00
A5	\$25,000.00	LS	Provide Demolition, Clearing, and Grubbing as necessary including removal of existing asphalt by milling. Asphalt millings delivered to City per Specifications.	1	\$25,000.00
A6	\$15.00	CY	Roadway Excavation and Subgrade Preparation and Concrete Removal	11000	\$165,000.00
A7	\$1,000.00	EA	Adjust Manhole Frame and Cover to subgrade level and to finished grade level Per City Std. S-3	22	\$22,000.00
A9	\$1,000.00	EA	Install Survey Monument and Encasement	4	\$4,000.00
A10	\$50.00	CY	Install Class II Aggregate base R Value per Specifications. (10 inch)	6900	\$345,000.00
A11	\$100.00	Ton	Asphalt Concrete, Type 'A' (6 inch)	9750	\$975,000.00
A12	\$8,000.00	EA	Remove and Replace ADA Ramps per details shown including all sidewalk curb and gutter transitions and spandrels. A minimum 2' temporary pave-out Also remove and replace a 5' sidewalk transition on each side of the ramp.	17	\$136,000.00
A13	\$100,000.00	EA	Install New Traffic Signal Controller, Video Detection System, Battery Backup, Countdown Ped Heads, Reflective Tape Around Signal Heads, and Install City Furnished Vehicle Pre-emption	1	\$100,000.00
A16	\$10.00	LF	Install Street Light Conduit	3200	\$32,000.00
A17	\$1,000.00	EA	Install Street Lights pull box	16	\$16,000.00
A18	\$3,000.00	EA	Install Street Lights	14	\$42,000.00
A19	\$30,000.00	LS	Traffic Striping	1	\$30,000.00
TOTAL BID PART A					\$1,977,000.00

City of Porterville
Newcomb Avenue from Olive to Morton (Porter Slough)

PROJECT: 91104 Newcomb Avenue Reconstruction-Olive to Morton

Base Bid Part B - Water & Storm Drain					
ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
B1	\$10,000.00	LS	Mobilization	1	\$10,000.00
B2	\$20,000.00	LS	Maintaining Traffic (Traffic Control)	1	\$20,000.00
B3	\$7,000.00	LS	Sheeting and Shoring	1	\$7,000.00
B4	\$15,000.00	LS	Furnish Utility Locating	1	\$15,000.00
B5	\$15,000.00	LS	Provide Demolition, Clearing, and Grubbing as necessary including removal of existing asphalt and base materials as required for water main and storm drain replacement	1	\$15,000.00
B6	\$1,000.00	EA	Adjust water valves to finished grade per City Std. W-7	16	\$16,000.00
B7	\$1,500.00	EA	Remove Existing Storm Drain Manhole	8	\$12,000.00
B8	\$40.00	LF	Remove Existing 18" Storm Drain Main	3200	\$128,000.00
B9	\$1,500.00	EA	Remove Existing Catch Basin	4	\$6,000.00
B10	\$100.00	LF	Install 16" DR 14 Reclaimed Water Pipe	3200	\$320,000.00
B11	\$110.00	LF	Install 24" RCP Storm Drain Pipe	2820	\$310,200.00
B12	\$125.00	LF	Install 30" RCP Storm Drain Pipe	2000	\$250,000.00
B13	\$2,500.00	EA	Adjust to Grade pressure regulating valve structure	2	\$5,000.00
B14	\$4,000.00	EA	Install 48" Storm Drain Manhole	8	\$32,000.00
B15	\$5,000.00	EA	Install 60" Storm Drain Manhole	5	\$25,000.00
B16	\$5,000.00	EA	Install storm drain catch basin	9	\$45,000.00
B17	\$80,000.00	EA	Pre Treatment Structure (Stormcepter)	1	\$80,000.00
B18	\$70,000.00	LS	Install Trench Patch and Maintenance of trench patch at all times.	1	\$70,000.00
B19	\$12,000.00	LS	Perform acceptance testing	1	\$12,000.00
TOTAL BID PART B					\$1,398,200.00

Base Bid Part C - Fiber Conduit

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
C1	\$10,000.00	LS	Mobilization	1	\$10,000.00
C2	\$20,000.00	LS	Maintaining Traffic (Traffic Control)	1	\$20,000.00
C3	\$5,000.00	LS	Utility Pothole	1	\$5,000.00
C4	\$25.00	LF	4" dia. Caltrans Type 3 HDPE Conduit (inclusive of trenching/warning tape, bedding)	3200	\$80,000.00
C5	\$10,000.00	LS	Install Trench Patch and maintenance of Trench Patch at all times	1	\$10,000.00
C6	\$3,500.00	EA	Install B2436 Box Christy Boxes 36" Deep	6	\$21,000.00
TOTAL BID PART C					\$146,000.00

City of Porterville

Newcomb Avenue from Olive to Morton (Porter Slough)

PROJECT: 91104 Newcomb Avenue Reconstruction-Olive to Morton

City of Porterville
Newcomb Avenue from Olive to Morton (Porter Slough)

PROJECT: 91104 Newcomb Avenue Reconstruction-Olive to Morton

Base Bid Part D - Tomah and Putnam

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
D1	\$10,000.00	LS	Mobilization	1	\$10,000.00
D2	\$20,000.00	LS	Maintaining Traffic (Traffic Control)	1	\$20,000.00
D3	\$5,000.00	LS	Utility Pothole	1	\$5,000.00
D4	\$25.00	LF	Install Curb and Gutter	2450	\$61,250.00
D5	\$10.00	SF	Install Driveway	1900	\$19,000.00
D6	\$7.00	SF	Install Sidewalk	10350	\$72,450.00
D7	\$10,000.00	EA	Install ADA Curb Ramps	8	\$80,000.00
D8	\$50.00	LF	Install V Gutter	20	\$1,000.00
D9	\$5.00	LF	Install 3 foot pavout	2450	\$12,250.00
D10	\$10.00	LF	Install Street Light conduit	3480	\$34,800.00
D11	\$1,000.00	EA	Install Street Light pullbox	12	\$12,000.00
D12	\$3,000.00	EA	Install Street Lights	11	\$33,000.00
TOTAL BID PART D					\$360,750.00

Project Total Part A + Part B + Part C + Part D		\$3,881,950.00
	10% Estimating Contingency	\$388,195.00
	Total Project Cost	\$4,270,145.00

Project Manager

Date

Daniel Carrozza

City Engineer

Date

Jaime Sanchez Jr.

Engineering and Project
Management Director

Date



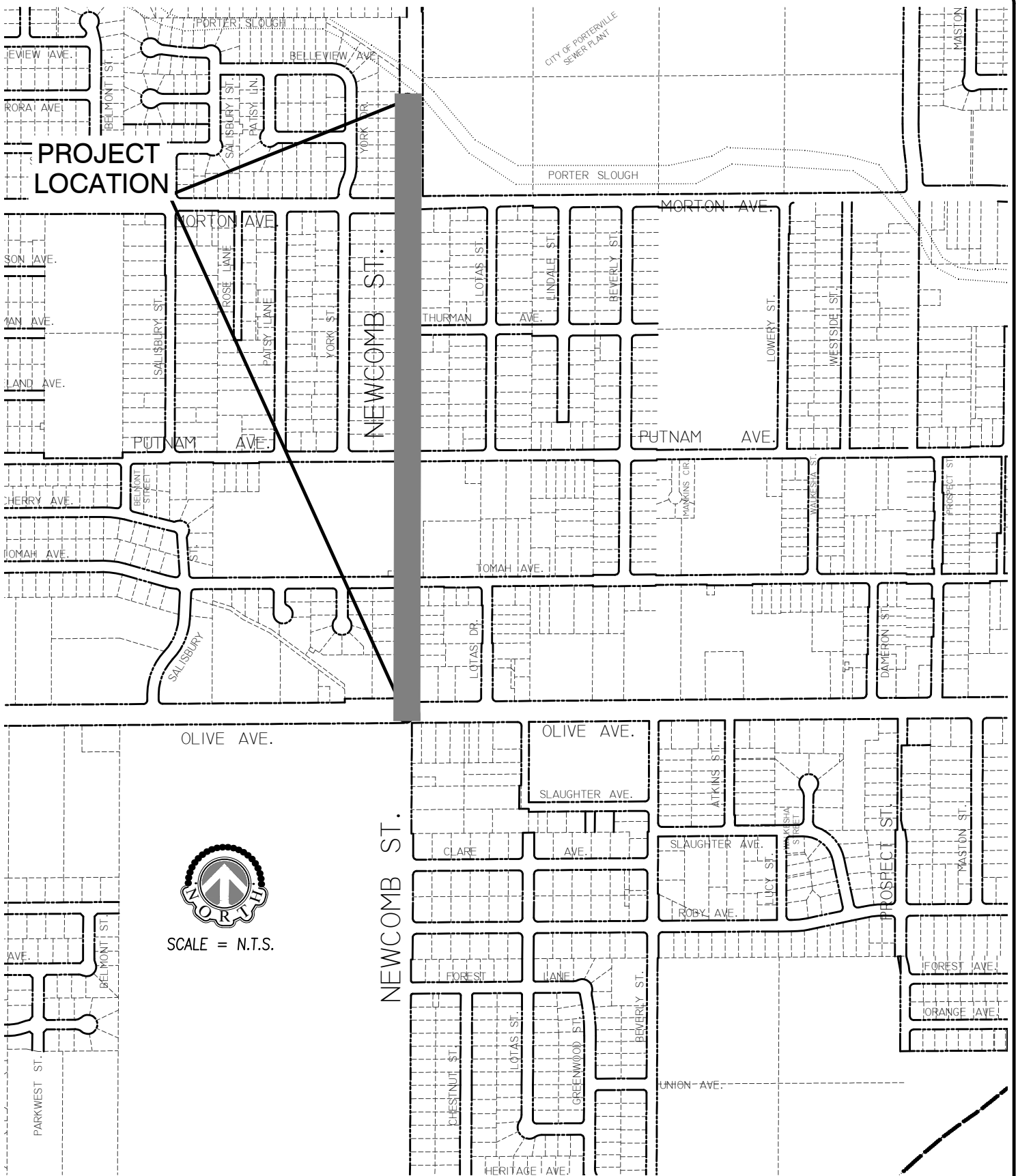


EXHIBIT "B"

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

NEWCOMB STREET
INFRASTRUCTURE/
REHABILITATION
PROJECT

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



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Ratification of Emergency Expenditure - Demolition of the City Library Located at 41 W. Thurman Avenue

SOURCE: Public Works

COMMENT: The City of Porterville Library, located at 41. W Thurman Avenue, was catastrophically damaged by fire on Tuesday, February 18, 2020. The Library's location and proximity to public rights-of-way and neighboring structures, Fire Station 71 and City Hall, as well as the volume of vehicular and foot traffic in the area required staff to have the structure evaluated immediately upon the completion of the fire investigation.

The City Engineer evaluated the structure and issued a memo with his concerns and opinion that a structural engineer be contacted to further evaluate the structure. A structural engineer was contacted and conducted their review of the structure on Wednesday, February 26, 2020. Staff was advised that the structure should be shored immediately as a temporary preventative measure to allow the time frame needed to work through the testing processes and related procedures required for demolition; the structural engineer's final report found that the vast majority of the structure was damaged beyond salvage.

As mentioned above, the shoring process was a preventative measure to allow staff the time to work through evaluations, materials testing, and required processes; it is not a long-term solution. In order to eliminate the risk to the public and neighboring structures as soon as possible, pursuant to Municipal Code with concurrence by the Mayor and communication with the City Council, staff did not utilize the normal sealed bid process and instead moved forward with emergency processes and requested three (3) bids. A job walk was scheduled on Friday, February 28, 2020, and attended by three (3) contractors that were all qualified for the demolition of the structure and hold valid certifications with the Division of Occupational Safety and Health (DOSH). Of the three (3) contractors that attended, only one (1) provided a bid; one (1) contractor was unable to provide a bid as their qualified staff in the area were not available for personal reasons for an extended period of time, and the third contractor did not respond. The results are as follows:

<u>Contractor Name</u>	<u>Bid Amount</u>
Bowen Engineering & Environmental	\$84,600
Cencal Demolition Inc	No response
Belfor Environmental	Not

available

Staff found the bid from Bowen Engineering & Environmental acceptable and authorized them to mobilize and begin demolition immediately upon receipt of required insurances and the release from the Air Pollution Control Board.

Expenditures for this project are not to exceed \$93,060 (inclusive of all required labor and a 10% contingency). It is anticipated that an additional \$4,230 (5%) is required for construction management and inspection services for a total project cost of \$97,290. Initial funding for this work is the Catastrophic / Emergency Reserve in the General Fund to be reimbursed by proceeds from the City's insurance claim.

RECOMMENDATION:

That City Council:

1. Ratify the determination that the emergency demolition of the City Library, located at 41 W. Thurman Avenue, was necessary and met the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Approve the draft resolution authorizing the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the demolition of the City Library;
3. Direct the Finance Director to initiate a Purchase Order to Bowen Engineering & Environmental in amount not to exceed \$93,060 (including 10% contingency);
4. Authorize an additional \$4,230 (5%) for construction management and quality control; and
5. Direct the Finance to make payment to Bowen Engineering & Environmental upon receipt of invoice approved by the Engineering & Project Management Director.

ATTACHMENTS:

1. Municipal Code 2-38
2. Bowen Bid Proposal - Library Demolition
3. Draft Resolution - Emergency Reserve Fund

Appropriated/Funded: MB

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)



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March 3, 2020

Ms. Sarah Weaver City of
Porterville

Subject: Porterville Public Library

RE: Asbestos Abatement & Building Demolition Proposal

Sarah,

Thank you for the opportunity to submit our proposal for the project referenced above. Please review our scope of work, pricing and exclusions below.

Scope of Work: Asbestos Abatement & Building Demolition

Abate existing asbestos containing flooring materials as identified in survey by AQCS after demolition of structure.

Salvage existing structural "I" beam and deliver to C.O.P for their use.

Demolish and remove all remaining walls, columns and burned debris down to existing concrete slab that will remain.

ALL EXISTING FLOORING ADHESIVES WILL BE REMOVED TO A 100% CLEAN SURFACE - NO 3-DIMENSIONAL RESIDUE

Transport and dispose of all demolished materials off-site as required.

Proposal is based upon one mobilization to complete our work and prevailing wage rates.

Proposal Price- Base Bid \$ 84,600.00

Alternate #1- Abate 9"x 9" Tile/mastic in excess of survey \$ 3.80 per square foot

Alternate #2- Abate Sheet Flooring in excess of survey \$ 6.20 per square foot

Exclusions: Utility or service lines relocate/replace/remove, air monitoring or consulting, engineering/shoring/bracing, access to work area, materials or surfaces patching/prep/repair, concrete slab/foundation demolition, permit fees, bonds.

Project Schedule:

Mobilization Friday, March 6th

Start: Saturday, March 7th

Complete: Saturday, March 14th

Please contact our office at 559-233-7464 should you have any questions or need further assistance.

Best regards,

Daniel Bowen

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FUND FOR THE DEMOLITION OF THE
CITY LIBRARY LOCATED AT 41 W THURMAN AVENUE

WHEREAS: The City Library located at 41 W. Thurman was catastrophically damaged by fire on Tuesday, February 18, 2020; and

WHEREAS: After evaluation of the remaining structure, it was found that the vast majority of the structure was damaged beyond salvage and in order to eliminate the risk to the public and to the adjacent buildings as soon as possible, the City requested bids for the demolition of the remaining structure without advertising for bids or receiving sealed bids; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.4, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events; and

WHEREAS: The demolition of the City Library constitutes an extraordinary emergency and an immediate need for the preservation of the public peace, health or safety;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the demolition of the City Library is an unforeseen emergency that requires the expenditure of City resources beyond those provided in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$93,060 from the Catastrophic / Emergency Reserve Fund for said demolition work; and
3. That the City Council authorize the replacement of the funds with proceeds from the insurance claim.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Confirming Negotiated Contract with Sunpoint Public Adjusters, Inc. for Services Associated with the Library Fire Insurance Claim

SOURCE: Administrative Services

COMMENT: Due to the need to expeditiously mitigate the safety hazard of the library fire site through appropriate abatement and demolition efforts, pursuant to Municipal Code, staff sought and the Mayor authorized (with communication to City Council) staff to engage the professional services of Sunpoint, a public adjusting firm. Services will focus on providing guidance and professional resources to staff in the City's preparation of its insurance claim for the library property loss. Staff now seeks Council confirmation of the negotiated contract with Sunpoint Public Adjusters, Inc. pursuant to emergency expenditure procedures.

The library facility was insured through the Alliant Property Insurance Program through the City's participation in the Central San Joaquin Valley Risk Management Authority. In addition to the coverage for the building loss, coverage also includes but is not limited to the loss of library books, contents, and business interruption. Sunpoint's assistance in quantifying the City's loss will provide needed expertise as staff begins this complex and technical process.

RECOMMENDATION: That the City Council confirm the Contract between the City of Porterville and Sunpoint Public Adjusters, Inc. dated March 4, 2020.

ATTACHMENTS: 1. Sunpoint Contract

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



SunPoint Public Adjusters, Inc.
5183 Lone Tree Way, Antioch, CA 94531
888-247-SUN5 (7865) Fax: (925) 206-4958
License # 2M29120

PUBLIC INSURANCE ADJUSTER CONTRACT
WE REPRESENT THE INSURED ONLY

Central San Joaquin Valley Risk Management
Agency - City of Porterville

(hereinafter also "Insured") retains SunPoint Public Adjusters, Inc., a

California corporation (hereinafter also referred to as "SunPoint Public Adjusters, Inc."), to advise and assist in the measurement and documentation of the Insured's loss, and to present the Insured's claim to its insurance company(ies) for loss and damages from the danger/peril FIRE occurring on or about 2-18-2020

that was sustained by Insured's property located at: 41 W. Thurman Porterville CA 95

The Insurer is: Alliant Property Insurance Program with the policy number 017471589/06

Insured agrees to pay and assigns to SunPoint Public Adjusters, Inc. for services rendered on behalf of Insured 5 % (Insured's initials) EPD of the amount received from the Insurer by the Insured for services rendered to the Insured by the public insurance adjuster, plus such necessary expenses as approved by the Insured. Unless otherwise stated in writing, Insured shall pay SunPoint Public Adjusters, Inc. on all monies received, including advance payments, regardless of when paid by the Insurer as payment towards Insured's claim. Insured authorizes and directs that SunPoint Public Adjusters, Inc. shall be named as an additional payee on all checks or drafts issued to Insured.

Initial here: X [Signature] * Note: Contract is Subject to Final Approval By City Attorney - City Council by 3-18-20

A Public Adjuster's fee, commission, or other valuable consideration shall not cause the Insured to receive less than any amount paid to the Insured by the Insurer prior to the date of the written contract between the Insured and the public adjuster.

As a public insurance adjuster, SunPoint Public Adjusters, Inc. is required by the California Insurance Code to post a surety bond in the sum of \$20,000.00 to cover certain kinds of claims made by you, the Insured. If you have any questions concerning the surety bond, you may contact the California Department of Insurance, Producer Licensing Hotline at (800) 967-9331 or www.insurance.ca.gov.

Effective date of this contract is: 3/4/20. You may cancel this contract at any time before midnight of the third business day after you sign and are provided a copy of this contract. See the Notice of Cancellation form at the end of this contract for an explanation of this right.

X [Signature]
Signature of Insured

[Signature]
Signature of Public Insurance Adjuster

Notice of Cancellation

Date of Contract: 3/4/20

You may cancel this contract within ~~three~~ ^{Fourteen} business days from the above date that you signed the contract and you were provided with a copy of that signed contract, except that, as it pertains to a disaster as defined in Section 15001, your right to cancel is five calendar days without any penalty or obligation to pay your public insurance adjuster, other than for reimbursement of monies paid by your public insurance adjuster for out-of-pocket emergency expenses. Your public insurance adjuster shall provide you with an itemized statement of those emergency expenses advanced to you or on your behalf if the cancellation is made within the first three business days after the contract was signed by you and you were provided a copy of the signed contract. Nothing in this contract permits your public insurance adjuster to recover any costs, except for those out-of-pocket expenses advanced to you.

If you cancel, any money or other consideration paid by you will be returned within five business days following the receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel this contract, mail or deliver by certified mail, return receipt requested, or other form of mailing which provides

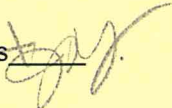
SunPoint Public Adjusters, Inc. at 5183 Lone Tree Way, Antioch, CA 94531 no later than
Name of Public Insurance Adjuster (Address - Street, City, State, Zip code)

midnight of: 3-18-20
(Date)

I hereby cancel this contract _____ Date _____
Client's Signature

Our Commitment to the Insured

1. **Policy Review:** SUNPOINT PUBLIC ADJUSTERS, INC. will review your insurance policy and all endorsements related to first party property coverage and will complete a Coverage Analysis form. We will use this form to identify the areas of coverage that we want to target to ensure the maximum recovery.
2. **Structural Estimate:** SUNPOINT PUBLIC ADJUSTERS, INC. will complete an estimate, by a building consultant of its choosing, for all structures covered under the policy that are damaged by a covered cause of loss. Our estimate will be generated on a computer estimating program incorporating the most current market prices for labor and material. We will also prepare a separate estimate for all covered code requirements. All estimates will be submitted in writing to the Insured for approval before being submitted to the carrier.
3. **Estimate/Bid Comparison:** To the extent that our estimate differs from the carriers, we will complete a detailed estimate comparison to identify the differences. The estimate comparison will be used to show the carrier their errors or omissions so that ultimately an agreed cost of repairs can be established.
4. **Detailed Inventory:** Where coverage is provided for indemnification of damage to stock, equipment or other personal property, SUNPOINT PUBLIC ADJUSTERS, INC. will prepare a detailed inventory of the INSURED'S personal property and will assign a value of damage and loss to each individual item of property damaged by the above- stated peril(s). This listing will include all items that are capable of being physically identified as well as those ascertained from the INSURED'S records, documents and personal recollections. Sunpoint additionally will confer with the employees and management of the INSURED in preparing this inventory as needed.
5. **Business Interruption/Extra Expense/Loss of Rents:** If this claim involves, and the policy of insurance provides coverage for loss of earnings, business interruption or loss of rental income, SUNPOINT PUBLIC ADJUSTERS, INC. will assign an accountant who is experienced in the preparation of these types of claims as needed to document the difference between the actual earnings achieved during the loss suspension period and the earnings projected for the same period had the loss not been sustained. This documentation will also include, where applicable, Extra Expenses and/or Expediting Expenses. The SUNPOINT PUBLIC ADJUSTERS, INC. accountant will consult with the INSURED'S financial advisors, when and as appropriate.
6. **Insured's Approval:** No claim will be made on the Insured's behalf without prior written approval by the Insured for SUNPOINT PUBLIC ADJUSTERS, INC. to pursue a claim on the Insured's behalf. Any and all settlement negotiations will not be commenced without the Insured's approval. SUNPOINT PUBLIC ADJUSTERS, INC. will communicate to the Insured any and all forms (such as a Proof of Loss) required by the Insurer for the Insured to sign and will make recommendations to the Insured accordingly.
7. **SUNPOINT PUBLIC ADJUSTERS, INC. Scope of Work:** SUNPOINT PUBLIC ADJUSTERS, INC. will make its best effort to provide the Insured with expert advice, opinions, recommendations to ensure the best chances of reaching an amicable settlement of the claim that will maximize every aspect of your insurance recovery in the shortest amount of time necessary. SUNPOINT PUBLIC ADJUSTERS, INC. will package, process and make the claim on your behalf so that you can do other things necessary to maintain your normal lifestyle.
8. **Contractors and Other Vendors:** SUNPOINT PUBLIC ADJUSTERS, INC. may bring in licensed Contractor(s) to assist to measure the loss and/or to assist the Insured in mitigating its loss. It is for the Insured to decide whether to hire any third party such as a licensed contractor to do any work required. The Insured understands that SUNPOINT PUBLIC ADJUSTERS, INC. shall not be liable for damage of any kind resulting from, arising out of, or in any way related to the use of any third party and SUNPOINT PUBLIC ADJUSTERS, INC. shall be held harmless by the Insured should damages be caused by any third party hired by the Insured.
9. **Waiver of Liability:** SUNPOINT PUBLIC ADJUSTERS, INC. shall not be liable for any claims, complaints, malperformance, schedule delays or the like, alleged to arise from or in connection with any third party's performance of its obligations under this Agreement, unless arising from Consultant's misconduct, inadequate competency, or negligence.
10. **Representation of Authority:** Each person signing below on behalf of a partnership, corporation, limited liability company, trust or other entity personally represents and warrants to all other parties that he/she individually has the required authority to execute this Agreement on behalf of such entity.
11. **Counterparts, Faxed Signatures and Email:** This Agreement may be executed in counterparts, with partially executed signature pages faxed by each party to all other parties, with the same effect as if all original signatures appeared on the same copy.

Insured's Initials 



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Acceptance of Subdivision Improvements - Trooper Terrace (Jason Moyes - Smee Homes, Inc.)

SOURCE: Public Works

COMMENT: The Subdivider, Jason Moyes – Smee Homes, Inc., has requested that the public improvements constructed for the Trooper Terrace subdivision be accepted by the City for maintenance. All required improvements, excluding sidewalks, have been completed, inspected by City staff and found to be acceptable. A Landscape and Lighting Maintenance District (LLMD) was also a requirement of the development for streetlighting and landscape improvements along Westwood Street. Improvements associated with the district have also been inspected by City staff and found to be acceptable.

The Subdivider has on file a one (1) year maintenance guarantee for five percent (5%) of the total cost of improvements and remaining public sidewalk security via cash deposit.

RECOMMENDATION: That the City Council:

1. Accept the public improvements, including those related to the Landscape & Lighting Maintenance District of the Trooper Terrace Subdivision for maintenance;
2. Authorize the City Clerk to file the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

ATTACHMENTS: 1. Locator Map - Trooper Terrace

Appropriated/Funded:

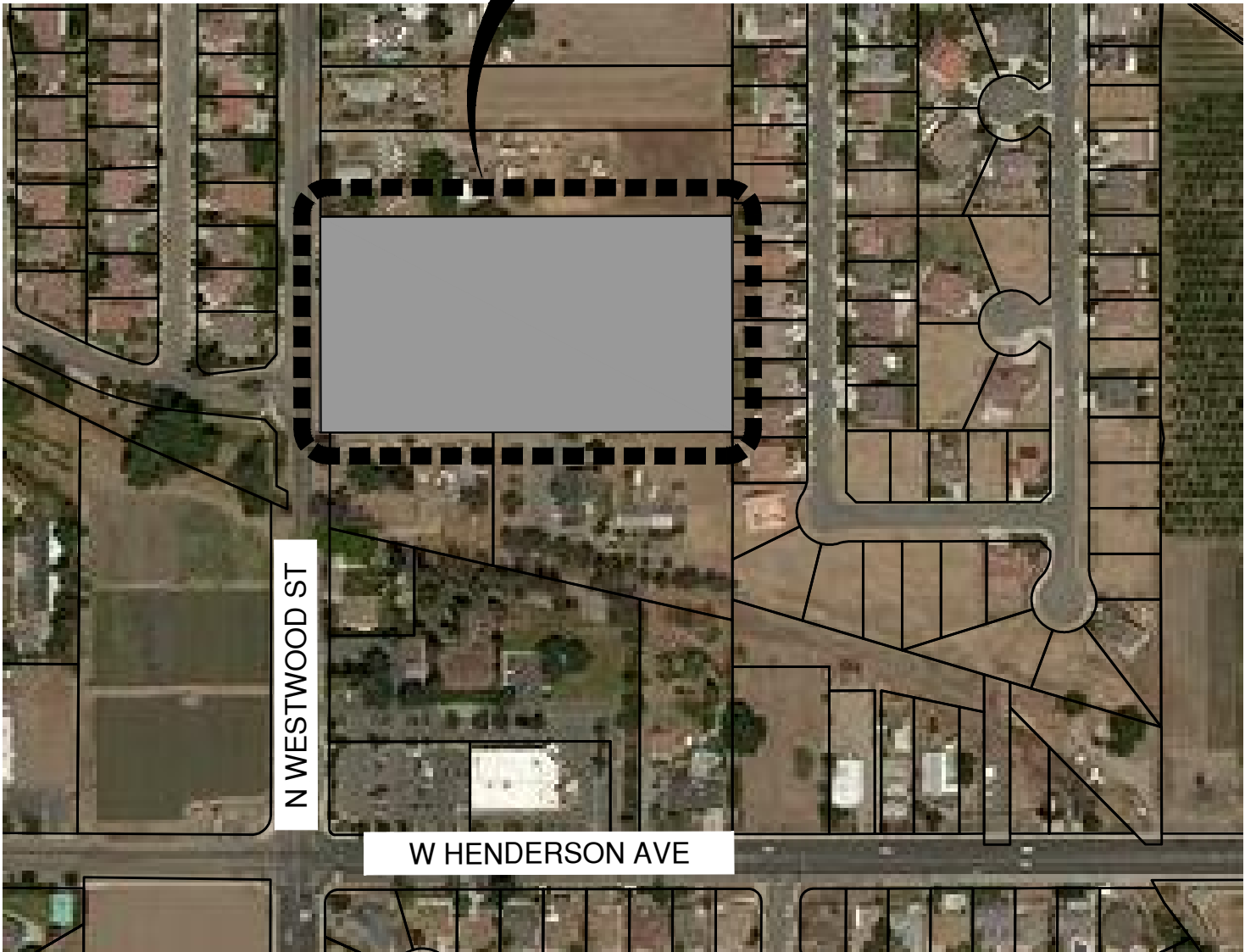
Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SUBJECT
LOCATION



SCALE: 1"=250'

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

TROOPER TERRACE
BEL AIRE COURT

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 250'-0"
DATE	03/11/2020

SHEET
1
OF
1



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Acceptance of Mitigation Monitoring and Reporting Program for the Akin Water Company Consolidation Project.

SOURCE: Community Development

COMMENT: In 2014, at the request of the California State Water Resources Control Boards' ("Water Boards") Division of Drinking Water (formerly Department of Water Resources), the City Council approved the consolidation of the Akin Water System into the Porterville Municipal Water system. In 2016, Water Boards prepared and adopted an Initial Study and Mitigated Negative Declaration for the project, which included not only the infrastructure necessary to connect the individual properties within the Akin system, but a new well to provide additional capacity.

In October 2019, the Council authorized the filing of a Notice of Determination for this project. On March 4, 2020, Water Boards advised City staff that in addition to the Notice of Determination, the City needed to also adopt the Mitigation Monitoring and Reporting Program. As a Responsible Agency per the California Environmental Quality Act (CEQA), the City also holds certain responsibility to monitor construction activities and assure that the mitigation measures identified in the Mitigated Negative Declaration are met.

The attached draft Resolution has been reviewed by Water Boards and is the final detail necessary to complete the process of releasing funding to construct the well associated with the Akin Water Company Consolidation Project.

RECOMMENDATION: That the City Council adopt the draft Resolution to adopt the Mitigation Monitoring and Reporting Program for construction of the Akin Water Supply Project, in association with the Akin Water Company Consolidation project.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADOPTING
A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE AKIN WATER
SUPPLY PROJECT, THE CONSOLIDATION OF A STATE SMALL WATER SYSTEM
INTO THE PORTERVILLE MUNICIPAL WATER SYSTEM

WHEREAS: On May 6, 2014, the City Council adopted Resolution 26-2014, an Agreement between the City of Porterville and the Akin Water Company for Potable Water Service and System Maintenance. By completing this consolidation agreement, the City Council acknowledged that Proposition 84 funds from the California Department of Public Health would be granted for the purposes of planning and designing the replacement distribution system and infrastructure necessary to connect the Akin Water Company's water system to the City's water system, as well as for planning and design of a replacement water source for the City; and

WHEREAS: In 2016, the State Water Resources Control Board (WaterBoards) approved an Initial Study and Mitigated Negative Declaration for the consolidation of the Akin Water Company system, including all physical components associated with the project, such as installation of distribution pipes and the construction of a new well; and

WHEREAS: As a responsible agency pursuant to CEQA, the City Council of the City of Porterville at its regularly scheduled meeting of October 15, 2019, directed staff to file a Notice of Determination as established by CEQA Guidelines Section 15096(i). WaterBoards staff subsequently advised staff that in addition to the Notice of Determination, the City of Porterville, as a Responsible Agency, also needed to adopt the Mitigation Monitoring and Reporting Program for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby adopt the Mitigation Monitoring and Reporting Program established by the State Water Resources Control Board for the Akin Water Supply project, and that the mitigation measures defined in Exhibit A shall be implemented by the City and its contractors with project implementation.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Appendix A
Mitigation Monitoring and Reporting Program
(MMRP)

MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is a CEQA-required component of the Mitigated Negative Declaration (MND) process for the project. The results of the environmental analyses, including proposed mitigation measures, are documented in the Final MND.

CEQA requires that agencies adopting MNDs take affirmative steps to determine that approved mitigation measures are implemented subsequent to project approval.

As part of the CEQA environmental review procedures, Section 21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to a proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in Section 21081.6(a)(1):

The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

The table lists each of the mitigation measures proposed in the Mitigated Negative Declaration and specifies the agency responsible for implementation of the mitigation measure and the time period for the mitigation measure.

Mitigation Monitoring and Reporting Program

Environmental Impact	Mitigation Measures	Responsible Agency	Timing
Aesthetics MM-AES-1	Exterior lighting shall be designed and maintained in a manner such that glare and reflections are contained within the boundaries of the parcel, and shall be hooded and directed downward and away from adjoining properties and public rights-of-way. The use of blinking, flashing or unusually high intensity or bright lights shall not be allowed. All lighting fixtures shall be appropriate to the use they are serving, in scale, intensity and height.	City of Porterville Building Department	During Project Design
Biological Resources MM-BIO-1	Pre-construction surveys completed by a qualified biologist shall be conducted on the site 14 days prior to the beginning of ground disturbance, construction activities, and/or any project activity likely to impact the San Joaquin kit fox to determine the presence or absence of the species. The primary objective is to identify kit fox habitat features (e.g., potential dens and refugia) on the project site and evaluate their use by kit foxes. If an active kit fox den is detected within or immediately adjacent to the area of work, the USFWS and CDFW shall be contacted immediately to determine the best course of action.	Akin Water Company	Two Weeks Prior to Construction
Biological Resources MM-BIO-2	Should kit fox be found using the site during preconstruction surveys the project will avoid the habitat occupied by kit fox and the Sacramento Field Office of the USFWS and the Fresno Field Office of CDFW will be notified.	Akin Water Company	Two Weeks Prior to Construction
Biological Resources MM-BIO-3	Permanent and temporary construction activities and other types of project-related activities at the project site should be carried out in a manner that minimizes disturbance to kit foxes. Minimization measures include, but are not limited to: restriction of project-related vehicle traffic to established roads, construction areas, and other designated areas; inspection and covering of structures (e.g., pipes), as well as installation of escape structures, to prevent the inadvertent entrapment of kit foxes; and proper disposal of food items and trash. See Appendix C of the Biological Resources Report for more details.	City of Porterville Building Department	During Construction

Environmental Impact	Mitigation Measures	Responsible Agency	Timing
Biological Resources MM-BIO-4	If avoidance of the avian breeding season (February 15 to September 15) is not feasible, beginning thirty days prior to the initiation of project activities, a qualified biologist with experience in conducting breeding bird surveys conduct a bird survey to detect protected bird species occurring in suitable nesting habitat to be disturbed and (as access to adjacent areas allows) any other such habitat within 300 feet of the disturbance area (within 500 feet for raptors), and shall include trees, vegetation, and small mammal burrows along the alignment. If a bird species are found, the project proponent should delay all project activities within 300 feet of on- and off-site suitable nesting habitat (within 500 feet for suitable raptor nesting habitat) until August 31. Alternatively, the qualified biologist could continue the surveys weekly in order to locate any nests. If a nest is located, project activities within 300 feet of the nest (within 500 feet for raptor nests) or as determined by a qualified biological monitor, must be postponed until the nest is vacated and juveniles have fledged and there is no evidence of a second attempt at nesting. Flagging, stakes, and/or construction fencing should be used to demarcate the inside boundary of the buffer of 300 feet (or 500 feet) between the project activities and the nest. Project personnel, including all contractors working on site, should be instructed on the sensitivity of the area. The biological monitor should provide the SWRCB with the results of the survey and recommended protective measures described above to document compliance with applicable State and Federal laws pertaining to the protection of bird species.	Akin Water Company	Beginning 30 days prior to construction
Biological Resources MM-BIO-5	If active avian nests are identified during preconstruction surveys, a biological monitor shall be present on-site during all grubbing and clearing of vegetation to ensure that these activities remain within the project footprint (i.e. outside any nesting buffers) and that flagging/stakes/fencing that is erected to protect nests is maintained, and to minimize the	Akin Water Company	During Construction

Environmental Impact	Mitigation Measures	Responsible Agency	Timing
	likelihood that active nests are abandoned or fail due to project activities. The biological monitor shall send weekly monitoring reports to the SWRCB during the grubbing and clearing of vegetation, and shall notify the SWRCB immediately if project activities damage active avian nests.		
Biological Resources MM-BIO-6	Should any vertical tubes, such as solar mount poles, chain link fencing poles, or any other hollow poles be utilized on site, the vertical pole shall be capped immediately after installation to prevent avian fatalities.	City of Porterville Building Department	During Construction
Biological Resources MM-BIO-7	To reduce impacts to bat species from project activities, prior to the start of any project activities, a preconstruction survey should be performed for bat species. If no bat roosts are found, no further avoidance measures or mitigation are recommended. If roosting bats are found, the roost site shall be marked by the qualified biologist with a “no work” buffer. The size of the buffer shall be determined by the qualified biologist and shall be dependent on the species but may be up to 50 feet. A biological monitor shall be present to determine that roosting bats are not disturbed by construction activities. If a maternity colony is detected in the pre-construction survey, then a construction-free buffer shall be established around the colony and remain in place until it has been determined by a qualified biologist that the nursery is no longer active. Removal should preferably be done between March 1 and April 15 or August 15 and October 15 to avoid interfering with an active nursery.	Akin Water Company	Prior to Construction
Biological Resources MM-BIO-8	Prior to initiation of ground disturbing activities, the construction-impact area shall be clearly flagged at the well site and Porter Slough, located at Site A. No disturbance shall occur outside the flagged construction area.	City of Porterville Building Department	Prior to Construction
Biological Resources MM-BIO-9	To reduce impacts to water quality from potential runoff, straw barrels or other equivalent erosion control methods shall be implemented during the construction of the project, for any activities occurring between October 1 and April 1. Further, measures from the project’s Storm Water	City of Porterville Building Department	During Construction

Environmental Impact	Mitigation Measures	Responsible Agency	Timing
	Pollution Protection Plan (SWPPP) shall also be implemented.		
Cultural Resources MM-CR-1	If, during the course of implementing the project, cultural resources (i.e., prehistoric sites, historic sites, and/or isolated artifacts) are discovered, work shall be halted immediately within 50 feet of the discovery, the State Water Quality Control Board and the City of Porterville Public Works Department shall be notified, and a professional archaeologist that meets the Secretary of the Interior's Standards and Guidelines for Professional Qualifications in archaeology and/or history shall be retained to determine the significance of the discovery.	SWRCB and the City of Porterville Building Department	During Construction
Cultural Resources MM-CR-2	If human remains of Native American origin are discovered during project construction, it is necessary to comply with State laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (Public Resources Code §5097). If any human remains are discovered or recognized in any location other than a dedicated cemetery, which, according to the California Health and Safety Code Section 8100, consist of six or more human burials at one location, excavation or disturbance of the location must be halted in the vicinity of the find, and the County Coroner contacted. If the Coroner determines the remains are Native American, the Coroner shall contact the Native American Heritage Commission. The Native American Heritage Commission shall identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent shall make recommendations regarding the treatment of the remains with appropriate dignity, which shall be carried out by the project contractor under supervision of a qualified archaeologist, hired at the applicant's expense.	SWRCB and the City of Porterville Building Department	During Construction
Noise MM-NOISE-1	The project will be conditioned to restrict the hours of exterior construction from 7:00 a.m. to 7:00 p.m., Monday through Saturday. Exterior construction will be prohibited on Sunday and City Holidays.	City of Porterville Building Department	During Construction



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Authorization to Initiate a Proposition 218 Vote Regarding the Formation of a Landscape Maintenance District for the Chelsea Glen Subdivision

SOURCE: Parks and Leisure Services

COMMENT: Landscape and Lighting Maintenance Districts are residential subdivisions with public improvements that benefit the property owners, such as street lighting and aesthetic landscaping. New subdivisions within the City are required to petition for the creation of a Lighting and Landscape Maintenance District or annexation into an existing district. The districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas.

For each subdivision, the City utilizes the authority governed by the 1972 Lighting and Landscape Assessment Act to create a district or annex the area into an existing district. Proposition 218 requires a 45-day mailed notice to the owner on record of each parcel. Should the vote pass in favor of forming the district, thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each district. These public improvements are managed by the City of Porterville. The City has created 64 Landscape and Lighting Maintenance Districts since 1989.

The Chelsea Glen subdivision was not built within city limits, thus no Landscaping and Lighting Maintenance District was originally established. Chelsea Glen was annexed into the City in December 2015. The number of lots, the number of streetlights, and the extent of the landscaping determines the annual assessments. The 53 parcel subdivision contains 12 street lights and 4,560 square feet of landscaping. The Home Owners Association President of Chelsea Glen, along with the subdivision's developer, has requested that City staff initiate the LMD formation process.

RECOMMENDATION: That the City Council:

1. Adopt Resolution:
 - a. Ordering the formation of Landscape and Lighting Maintenance District Number 47;
 - b. Ordering the preparation of the Engineer's Report;
 - c. Giving preliminary approval to the Engineer's Report;
 - d. Declaring intent to levy and collect assessments for Fiscal Year 2020/21, and offering a time and place for hearing

objections thereto.

2. Schedule a Public Hearing for 6:30 PM on May 5, 2020 regarding the Engineer's Report and proposed assessment for Chelsea Glen.

ATTACHMENTS:

1. Draft Resolution
2. Engineers Report Narrative
3. Engineers Report Assessment
4. Chelsea Glen Subdivision Map

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. – 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE FORMATION OF LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NUMBER 47,
ORDERING PREPARATION OF ENGINEER'S REPORT,
APPROVING PRELIMINARY ENGINEER'S REPORT FOR SAID DISTRICT, AND
APPROVING THE METHOD AND LEVY OF ASSESSMENTS**

WHEREAS, the City Council of the City of Porterville did on the 17th day of March 2020, adopt Resolution No. – 2020 declaring its intention to order the formation of Landscape and Lighting Maintenance District number 47; and

WHEREAS, in conjunction with the land division and development process, petitions to form said districts were filed by the owners of the lands included within each of said proposed Districts; and

WHEREAS, a duly noticed public hearing has been held to receive objections to the formation of said Districts, or the levy of assessments.

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

- (1) The public interest, convenience and necessity require the formation of Landscape and Lighting Maintenance District number 47, and that the District shall hereby be formed.
- (2) The Engineer's Report and diagram for District 47 is hereby approved, and the work as set forth therein is to be done.
- (3) That the method of assessment and the levy of assessments as indicated within said Engineer's Reports is hereby approved.

APPROVED AND ADOPTED THIS 17th DAY OF MARCH 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 47

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville
Resolution No. _____ . The report is in compliance with the requirement of Article 4,
Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and
Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Chelsea Glen
Subdivision into the Landscape and Lighting Maintenance District No. 47. The City Council has
determined that the areas to be landscaped and lighted will have an effect upon all parcels within
the proposed boundaries of the District. The areas for street lights are included on Chelsea Way,
Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St. The
landscaping includes 1,190 feet of masonry wall along Newcomb on the west side of the
subdivision, as well as a landscaped area along the Newcomb frontage. The landscape and wall
maintenance includes: irrigation, pruning, cleaning, repairing, painting, vegetation and rodent
control, and a set aside amount for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in
conformance with the requirements of the City of Porterville. All lights to be maintained will be
shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City
of Porterville. The total street lights to be maintained are 12. Total landscaped area to be
maintained is 1,190 lineal feet of masonry wall, and 4,560 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 47 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Chelsea Glen Subdivision.

SECTION 5. Estimated Costs

The construction cost was borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2020-2021

Maintenance	4,560	sq ft of landscaping area	
Lighting	12	10 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens	
Project Management	53	lots	
Fund balance	\$	-	
Landscape	4,560	sq ft. @ \$0.190 =	\$866.40
Graffiti Maintenance	4,560	sq ft. @ \$0.090 =	\$410.40
Tree Maintenance	4,560	sq ft. @ 0.150 =	\$684.00
Postage/Printing	4,560	sq ft. @ 0.040 =	\$182.40
Utilities	4,560	sq ft. @ 0.250 =	\$1,140.00
Repair/Maintenance	4,560	sq ft. @ <u>0.030</u> =	<u>\$136.80</u>
		\$0.750 =	\$3,420.00
Maintenance	4,560	sq ft. x \$0.750 =	\$3,420.00
Administrative Fee	\$3,420.00	x \$0.10 =	\$342.00
County Fee	53	x \$1.00 per lot =	\$53.00

Reserves 15% of total cost of maintenance = \$513.00
\$4,328.00

Estimated Cost Per Year \$4,328/53 = \$81.66

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021/2022 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 47 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 47. The establishment and maintenance of the improvements is a vital part of the development of Chelsea Glen Subdivision. The City Council

of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Chelsea Glen Subdivision, it should become Landscape and Lighting Maintenance District No. 47. The subdivision consists of 53 Lots. The Landscape area, which benefits the 53 lots, is located along the westerly boundary of the district along Newcomb.

Landscape and Lighting Maintenance District No. 47 will consist of an area comprising approximately 640 acres. A total of 53 lots have been developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{4,328}{53}$$

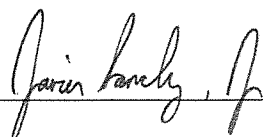
$$A = \frac{4,328}{53} = \$81.66 \text{ per lot for Chelsea Glen Subdivision}$$

Total Assessment for 2020-2021 = \$4,328.00

Total developed lot count is 53 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 47 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 47.
5. Every year between May and July the Engineer of Work file a report with the City Council.
6. Every year between May and July the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez
City of Porterville Engineer

Chelsea Glen Subdivision Fiscal Year 2020/2021
--

Estimated Accumulated Costs 2020/2021

\$4,328.00

Maintenance:	4,560	sq. ft. of landscaping area and 1,190 ft. of wall
Lighting	12	10 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens
Project Management:	53	lots
Fund Balance:	\$ -	

1. Landscape	4,560	sq.ft. @ \$	0.190	=	\$	866.40
2. Graffiti Maintenance	4,560	sq.ft. @ \$	0.090	=	\$	410.40
3. Tree Maintenance	4,560	sq.ft. @ \$	0.150	=	\$	684.00
4. Postage/Printing	4,560	sq.ft. @ \$	0.040	=	\$	182.40
5. Utilities	4,560	sq.ft. @ \$	0.250	=	\$	1,140.00
6. Repair/Maintenance	4,560	sq.ft. @ \$	0.030	=	\$	136.80
			<u>\$ 0.750</u>	=	<u>\$</u>	<u>3,420.00</u>

Maintenance	4,560	sq.ft. x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00	x \$	0.10	=	\$	342.00
County Fee	53	x \$1.00/per lot		=	\$	53.00
Reserves 15% of total cost of maintenance				=	\$	513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>4,328.00</u>

Estimated Cost Per Year	\$ <u>4,328.00</u>	=	\$	81.66
	53			

2020/2021 Assessment	\$ <u>4,328.00</u>	=	\$	81.66
	53			

W 1/4 COR. NW 1/4
SEC. 15-21/27, 2' IP
WITH PLASTIC PLUG
RCE 17064, 12" DEEP

(LINDA VISTA AVENUE) AVENUE 174

PARTIAL MAP NO. 3516

E 1/4 COR. NW 1/4,
SEC. 15-21/27
CAPPED I.P.,
11" DEEP

TRACT NO. 781 PHASE 1 & 2 'Chelsea Glen Subdivision'

BEING A SUBDIVISION LOT 35 OF THE "AMENDED MAP" OF TRACT 678, "CHELSEA GLEN SUBDIVISION", PHASE 1(R), SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

SUBDIVIDER: BENNY J. MARTINEZ AND REBECCA MARTINEZ
P. O. BOX 506
PORTERVILLE, CA. 93258

ENGINEER: ROBERTS ENGINEERING
P. O. BOX 908
PORTERVILLE, CA. 93258

CURVE DATA

LINE	ARC	RADIUS	DELTA	TANGENT	LINE	ARC	RADIUS	DELTA	TANGENT
A	221.74'	375.00'	33.52°44'	114.22'	J	31.42'	20.00'	90°00'00"	20.00'
A1	239.48'	405.00'	33.52°44'	123.35'	L	31.42'	20.00'	90°00'00"	20.00'
A2	204.00'	345.00'	33.52°44'	105.08'	M	31.42'	20.00'	90°00'00"	20.00'
A3	92.58'	405.00'	130°00'00"	46.69'	N	31.42'	20.00'	90°00'00"	20.00'
A4	92.58'	405.00'	130°00'00"	46.69'	O	31.42'	20.00'	90°00'00"	20.00'
A5	53.55'	405.00'	07°34'35"	26.62'	P	31.42'	20.00'	90°00'00"	20.00'
A6	145.04'	345.00'	24°05'14"	73.61'	Q	31.42'	20.00'	90°00'00"	20.00'
A7	31.17'	345.00'	05°10'34"	15.93'	R	31.42'	20.00'	90°00'00"	20.00'
A8	27.79'	345.00'	04°35'58"	13.90'	S	31.42'	20.00'	90°00'00"	20.00'
B	74.96'	250.00'	17°10'46"	37.76'	T	31.42'	20.00'	90°00'00"	20.00'
B1	30.83'	280.00'	06°18'28"	15.43'	U	31.42'	20.00'	90°00'00"	20.00'
B2	53.15'	280.00'	10°50'18"	26.64'	V	31.42'	20.00'	90°00'00"	20.00'
B3	65.98'	220.00'	17°10'46"	33.23'	W	31.42'	20.00'	90°00'00"	20.00'
B4	83.95'	280.00'	17°10'46"	42.29'	X	31.42'	20.00'	90°00'00"	20.00'
C	269.60'	400.00'	36°37'01"	140.14'	Y	31.42'	20.00'	90°00'00"	20.00'
C1	269.60'	400.00'	36°37'01"	140.14'	Z	31.42'	20.00'	90°00'00"	20.00'
C2	249.39'	370.00'	36°37'01"	129.63'	AA	31.42'	20.00'	90°00'00"	20.00'
C3	81.05'	430.00'	08°08'04"	30.58'	AB	31.42'	20.00'	90°00'00"	20.00'
C4	68.07'	430.00'	09°04'15"	34.17'	AC	31.42'	20.00'	90°00'00"	20.00'
C5	85.10'	430.00'	17°20'21"	42.69'	AD	31.42'	20.00'	90°00'00"	20.00'
C6	75.60'	430.00'	10°04'23"	37.90'	AE	31.42'	20.00'	90°00'00"	20.00'
C7	120.44'	370.00'	16°39'01"	60.76'	AF	31.42'	20.00'	90°00'00"	20.00'
C8	98.42'	370.00'	14°48'32"	47.93'	AG	31.42'	20.00'	90°00'00"	20.00'
C9	33.52'	370.00'	05°11'28"	16.72'	AH	31.42'	20.00'	90°00'00"	20.00'
D	40.23'	250.00'	09°13'16"	20.16'	AI	31.42'	20.00'	90°00'00"	20.00'
D1	43.79'	260.00'	08°57'38"	21.94'	AJ	31.42'	20.00'	90°00'00"	20.00'
D2	14.41'	220.00'	08°57'38"	7.22'	AK	31.42'	20.00'	90°00'00"	20.00'
D3	25.68'	220.00'	08°44'25"	12.96'	AL	31.42'	20.00'	90°00'00"	20.00'
D4	8.53'	220.00'	02°13'13"	4.26'	AM	31.42'	20.00'	90°00'00"	20.00'
E	62.55'	250.00'	14°20'08"	31.44'	AN	31.42'	20.00'	90°00'00"	20.00'
E1	15.04'	220.00'	14°20'08"	7.76'	AO	31.42'	20.00'	90°00'00"	20.00'
E2	70.05'	280.00'	10°14'06"	35.21'	AP	31.42'	20.00'	90°00'00"	20.00'
F	152.74'	400.00'	21°48'24"	77.05'	AQ	31.42'	20.00'	90°00'00"	20.00'
F1	140.82'	370.00'	21°48'24"	71.27'	AR	31.42'	20.00'	90°00'00"	20.00'
F2	163.66'	430.00'	21°48'24"	82.63'	AS	31.42'	20.00'	90°00'00"	20.00'
F3	82.02'	430.00'	10°55'45"	41.14'	AT	31.42'	20.00'	90°00'00"	20.00'
F4	81.63'	430.00'	10°52'39"	40.94'	AU	31.42'	20.00'	90°00'00"	20.00'
G	95.15'	250.00'	21°48'24"	48.18'	AV	31.42'	20.00'	90°00'00"	20.00'
G1	105.81'	278.00'	21°48'24"	53.53'	AW	31.42'	20.00'	90°00'00"	20.00'
G2	84.49'	222.00'	21°48'24"	42.76'	AX	31.42'	20.00'	90°00'00"	20.00'
G3	32.90'	278.00'	10°54'12"	26.53'	AY	31.42'	20.00'	90°00'00"	20.00'
G4	52.90'	278.00'	10°54'12"	26.53'	AZ	31.42'	20.00'	90°00'00"	20.00'

LEGEND

- △ MONUMENT FOUND AS DESCRIBED
- FOUND COUNTY STANDARD STREET MONUMENT
- SET COUNTY STANDARD STREET MONUMENT
- FOUND 3/4" I.P. TAGGED RCE 15287
- FOUND 2" I.P. TAGGED RCE 15287
- SET 3/4" I.P. TAGGED RCE 15287 AT ALL LOT CORNERS UNLESS OTHERWISE NOTED
- FOUND TAG AT TOP OF BLOCK WALL
- WAIVER OF ACCESS RIGHTS
- (RAD) RADIAL LINE - SEE SHEET 3
- (REC) RECORD PER RECORD OF SURVEY
- (R1) RECORD PER PIONEER LAND COMPANY'S SECOND SUBDIVISION OR CALCULATED THEREFROM
- (R2) RECORD PER "AMENDED MAP" TRACT 678 RECORDED IN VOL. 35 OF MAPS AT PAGE 79, T.C.R.
- RECORDED IN VOL. 3, PG. 23, T.C.R.
- RECORDED IN BK. 18 OF LICENSED SURVEY, PG. 42, T.C.R.
- LOTS - PIONEER LAND COMPANY'S SECOND SUBDIVISION
- SUBDIVISION BOUNDARY



W 1/4 COR. SW 1/4,
SEC. 15-21/27, 2' IP
DEEP W/ PLUG & NAIL
(NO TAG)

PARCEL MAP NO. 1526

PARCEL MAP NO. 2929

TRACT NO. 274

CTR. SEC. 15-21/27,
B.C. MON. IN MON.
WELL, STAMPED RCE 24673

SHEET 2 OF 3

3-26-01



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Status and Review of Declaration of Local 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 was 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 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on March 3, 2020, 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. Twenty-six (26) residences within the city were determined to have dry wells, for which City staff 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 and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought

Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continues to work with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of

focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately 45 people. DDW is wishing to provide financial

support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the 31 residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

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. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

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

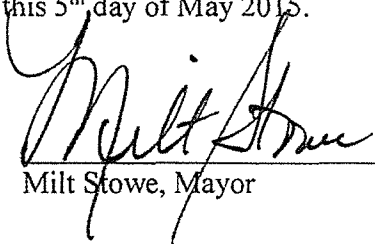
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

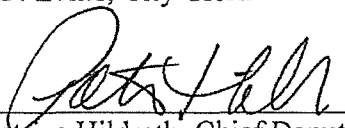
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

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

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrell Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

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

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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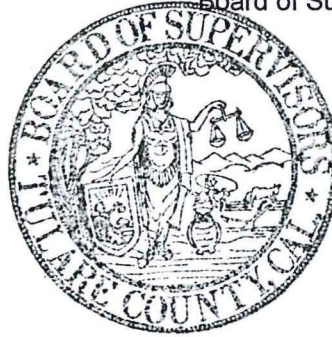
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

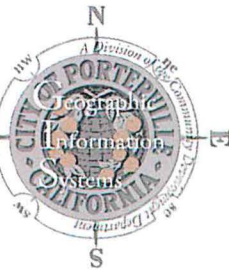
BY [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

-  East Porterville Project Boundary
 Parcels Within Project Boundary Area (1,776)
 City Limits
 UDB

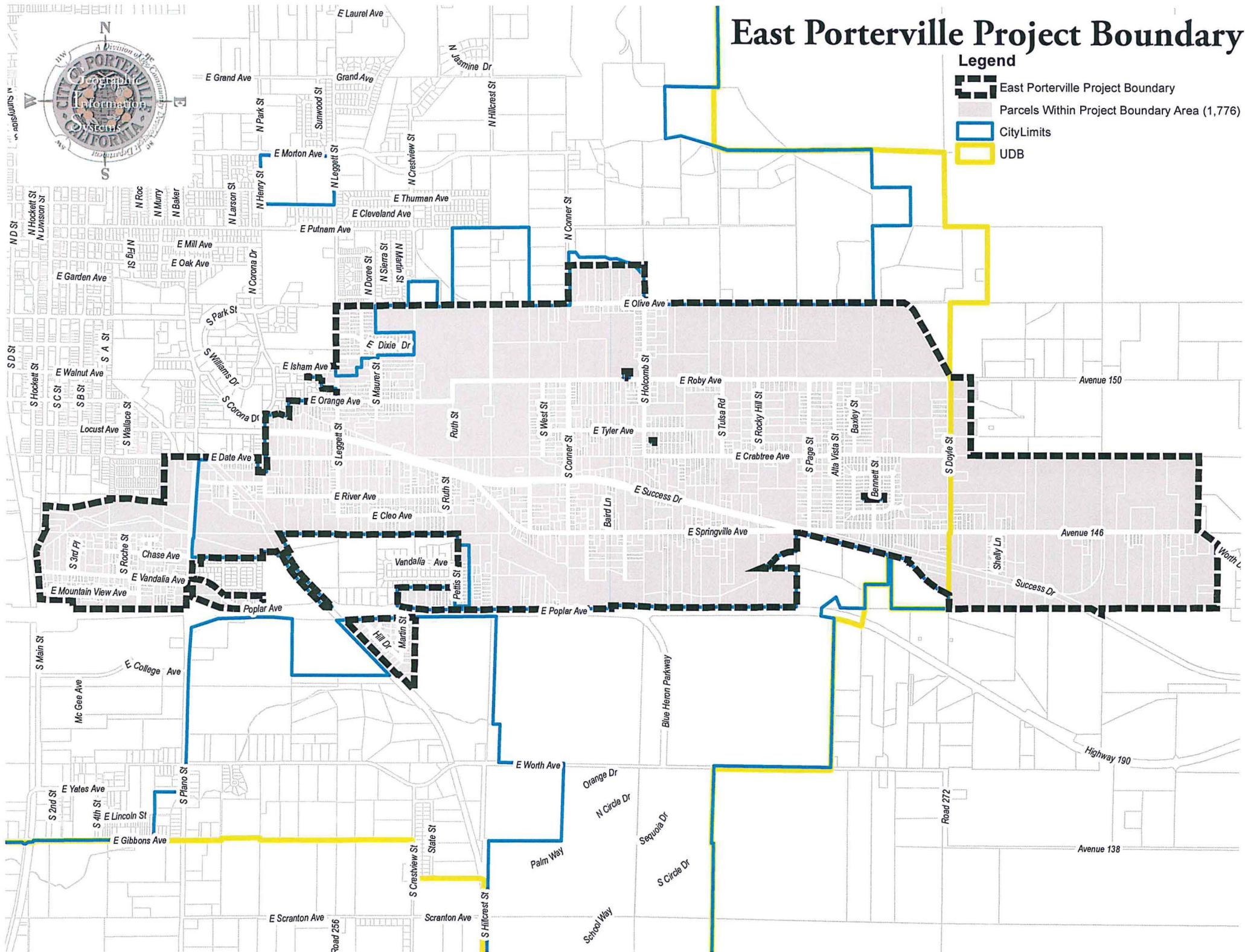


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

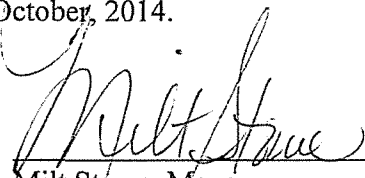
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

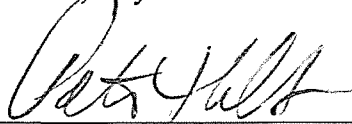
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

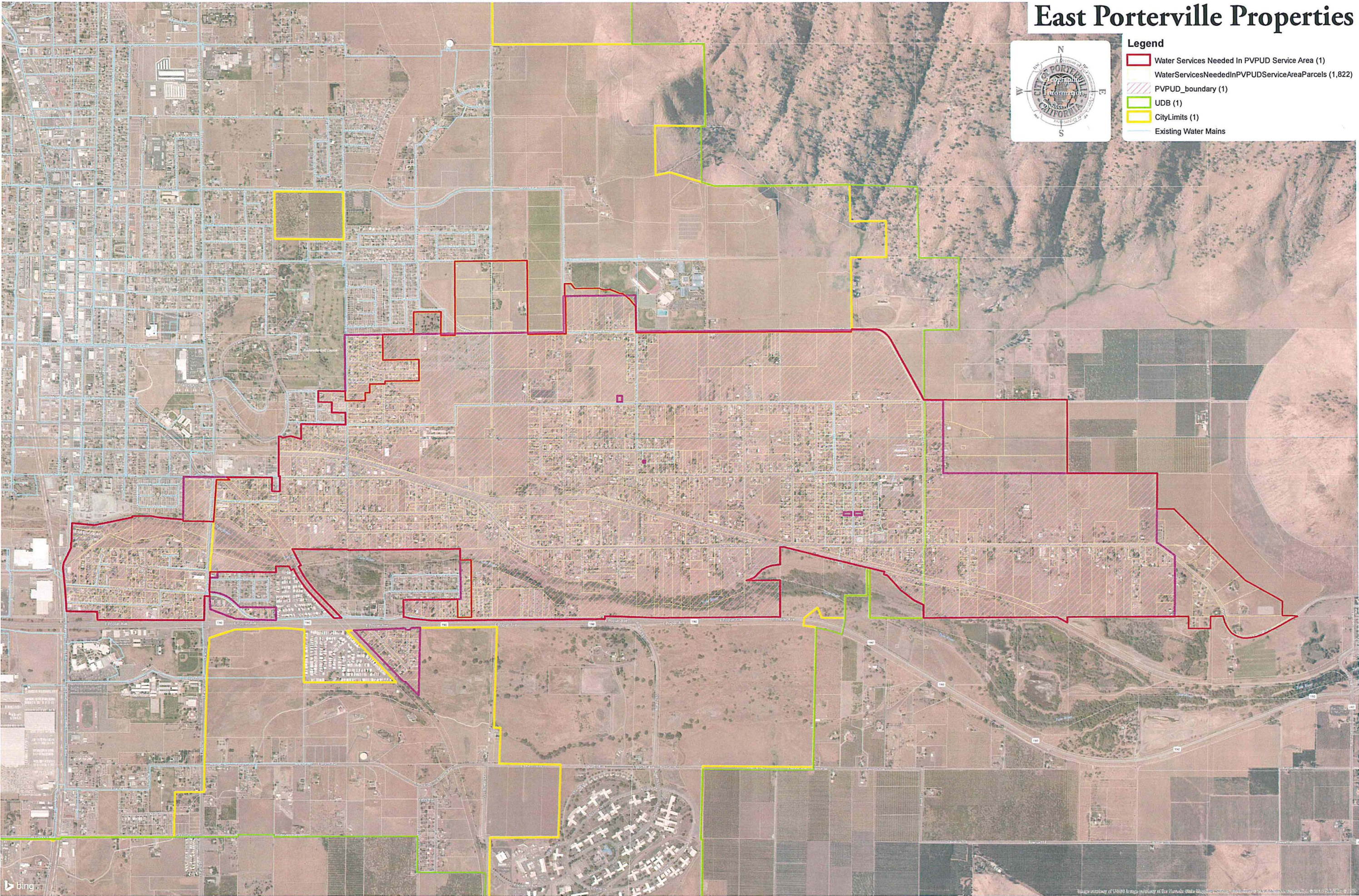
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

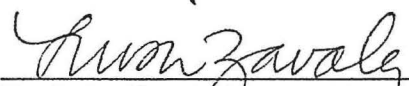

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following

Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,



James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

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, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. 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.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, 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, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply 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.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

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 of 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 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – MARCH 17, 2020

- SUBJECT:** Consideration of a Conditional Use Permit for the Hampton Inn
- SOURCE:** Community Development
- BACKGROUND:** On December 18, 2019, the Project Review Committee reviewed an application for a Conditional Use Permit (CUP) to allow the construction of a 52,200± square foot four (4) story, 87-room hotel. The project is generally located east of Jaye Street, north of Montgomery Avenue in the CG (General and Service Commercial) zone district. The 2.5± acre property currently sits vacant in between two (2) existing hotel developments.
- COMMENT:** Amenities will include a meeting room, a breakfast area, a fitness center, an outdoor pool and an outdoor recreation area. Access to the site will be provided by way of existing recorded easements along shared driveways from Jaye Street through the neighboring hotel (Holiday Inn Express) and from Montgomery Avenue by way of an existing curb cut that provides access to the existing development to the east (Denny's Restaurant and the Best Western Hotel). Section 203.02 of the Porterville Development Ordinance requires approval of a CUP for any use involving construction of a hotel.
- ANALYSIS:** The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CG (General and Service Commercial). The CG designation is intended to maintain areas for retail and services that meet local and regional demands. The proposed hotel supports the General Plan Land Use Element's goal to foster strong, visually attractive regional centers oriented around the regional connectivity of State Routes 65 and 190. Moreover, the proposed hotel would also support the General Plan Implementation Policy to promote and support the revitalization and infill development in existing commercial and service areas. The hotel is a permitted use in the CG Zone, with approval of a Conditional Use Permit.
- Due to its proximity to the two (2) State highway routes that bring visitors into Porterville, State Route 65 and State Route 190, the proposed project site is flanked by two (2) existing hotels as well as restaurants. The current data related to hotel vacancy rates show a need for hotel rooms in Porterville, according to information shared with Economic Development staff, which further supports the recommendation to approve an additional hotel in the city. Additionally, to the north of the proposed project, two (2)

major regional shopping centers will help provide retail and dining options for travelers.

ENVIRONMENTAL On March 5, 2020, the Environmental Coordinator made a preliminary
REVIEW: determination that the project is exempt from the California Environmental
Quality Act pursuant to Section 15332 of the California Code of Regulation
(CEQA Guidelines) as an infill development project considering that the
project is consistent with the General Plan and applicable zoning
designations, as well as, the project being within city limits, less than five
(5) acres and is substantially surrounded by urban uses.

RECOMMENDATION: That the City Council adopt the draft Resolution approving
Conditional Use Permit 2019-038-C subject to conditions of
approval.

ATTACHMENTS: 1. Site Plan
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



NOTE:
REFER TO CIVIL PLANS FOR ALL EXISTING PROPERTY LINES, SITE DATA,
GRADES HORIZONTAL CONTROL AND BUILDING LOCATIONS, ETC.

SITE ACCESSIBILITY NOTES:

- DEVELOPMENT DATA:

<u>SETBACKS:</u>	<u>REQUIRED:</u>	<u>PROPOSED:</u>
FRONT:	5'-0"	115'-0"
SIDES:	0'-0"	8' @ EAST/5' @ WEST
REAR:	5'-0"	20'-0"
REQUIRED MIN. BLDG. FRONTAGE AS % =	NA	
OPEN SPACE:		
REQ'D:	5 SF PER 1000 SF OF FLOOR AREA =	
	52,200 SF x 5 SF = 260 SF	
PROVIDED:	4,500 SF	

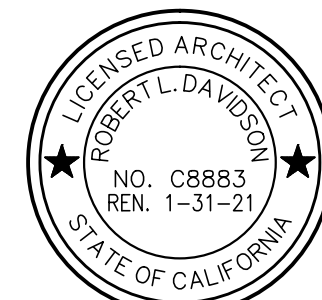
	KING RMS.	KING SUITES	DBL QUEENS
FLOOR 1:	4	5	1
FLOOR 2:	5	5	13
FLOOR 3:	5	5	20
<u>FLOOR 4:</u>	<u>3</u>	<u>1</u>	<u>20</u>
TOTAL:	17	16	54

PARKING PROVIDED: 89 SPACES - 9' x 20' with 26' TWO WAY DRIVE AISLES.

—SITE LOCATION



425 SPRUCE AVE.
CLOVIS, CA 93611
559.435.3303
WWW.RLDAVIDSON.COM



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HAMPTON INN
MONTGOMERY AVE.
PORTERVILLE, CA

FOR:
NEIL PATEL

805 S. KAWEAH AVE., EXETER, CA 93221

[illegible]

SHEET TITLE:

SITE PLAN

SCALE: 1" = 20'-0"

SHEET NO.

A-101

PROJECT NO.

191

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2019-038-C) TO ALLOW THE CONSTRUCTION OF A HOTEL
GENERALLY LOCATED EAST OF JAYE STREET NORTH OF MONTGOMERY AVENUE

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 17, 2020, conducted a public hearing to consider Conditional Use Permit (PRC 2019-038-C), a request to allow the construction of a 52,200± square-foot hotel located on Montgomery Avenue, generally at the southeast corner of State Route 190 and Jaye Street; and

WHEREAS: The project site has a General Plan land use designation of General and Service Commercial and is zoned CG (General and Service Commercial). Pursuant to Table 203.02 – Land Use Regulations, of the Porterville Development Ordinance, hotels and motels require a conditional use permit to operate in this zone district; and

WHEREAS: The applicant proposes to operate the Hampton Inn & Suites, a four (4) story hotel with a total of 87-rooms. Amenities will include a meeting room, a breakfast area, a fitness center, an outdoor pool, and an outdoor recreation area; and

WHEREAS: On March 5, 2020, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act as a Class 32, infill project; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings with respect to the subject project:

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 General Plan Land Use Designation and Zoning Standards for CG (General and Service Commercial). The CG designation is intended to provide for retail and service uses that meet local and regional demand.
2. That the location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located, and conforms in all significant respects, with the General Plan, the Development Ordinance, and with any other applicable plan adopted by the City Council. All required criteria are consistent with the CG zone district, and the site design is conditioned to encourage pedestrian connectivity between the proposed hotel and adjacent, correlated developments.
3. That the site is physically suitable for the type of development proposed. The site is generally flat on well-draining soils, and proximate to major regional transportation routes.

4. The project is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15332 as an infill development. None of the exceptions to exemptions are applicable due to the physical nature of the site.
5. That the standards of floor to area ratio, height of structures, off-street parking facilities, and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the 2030 General Plan. Further, the proposed development supports General Plan policies LU-G-11 “to foster strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs”, and LU-I-22 “promote and support the revitalization and infill development in existing retail shopping centers”.
6. That the project, as proposed, complies with all design standards of the Porterville Development Ordinance. Building permit review will assure all such standards are met.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2019-038-C) subject to the following conditions:

1. The subject site is approximately 2.5± acres (108,900 square feet). The floor area of the hotel is 52,200 square feet, which results in a Floor Area Ratio (FAR) of 47.9%. A large undeveloped area is represented on the south portion of the site plan; any future development on that area would be limited to 2,250 square feet, in order to meet the maximum FAR of 50%.
2. As a result of the small remainder of developable square footage, a parcel merger is required and shall be completed and recorded prior to issuance of a building permit.
3. The developer/applicant shall provide and maintain a pedestrian path of travel in the northeast portion of the project site to provide pedestrian connectivity from the hotel to the restaurant on the parcel to the east.
4. The vehicular driveway from Montgomery Avenue shall remain as configured on the site plan (Exhibit A), due to a one-foot limitation of vehicular access strip per Parcel Map 4593. A pedestrian path must be provided along the existing drive approach on neighboring property. The pedestrian path of travel shall be constructed to allow access from City sidewalk to onsite walks in a manner that is compliant with current accessibility standards.
5. Landscaping shall be provided in accordance with Sections 303 and 304.10(i) of the Development Code and Chapter 25, Article I, Division 6 of the Municipal Code. In particular, landscaping is required along all facades that face onto a customer parking lot; such facades shall have one or more landscape planters installed along a minimum twenty percent of the building face. The minimum width of the planter shall be three feet.

6. Upon approval of the conditional use permit, any future changes or additions in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
7. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
8. Selling of alcohol is not permitted; if in the future the license holder seeks to pursue such associated activities, a modification to this permit would be required to be considered by the City Council.
9. 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. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

Exhibit A

W. POPLAR AVE.
(CA. STATE HIGHWAY 190)

PROPOSED HOTEL
4-STORY
87 ROOMS

MONTGOMERY AVE.

SITE PLAN LEGEND:

MARK	DESCRIPTION
UN.C.	UNLESS NOTED OTHERWISE
	38" x 38" INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED ON PAVEMENT AT ACCESSIBLE PARKING SPACE - PROVIDE POLE-MTD. PARKING SIGN @ FRONT OF EACH STALL & OUTSIDE OF CAR OVERHANG AREA - REFER TO DETAILS... SHT A-801 / DET. 4 & 5
	ACCESSIBLE ASBL AT ACCESSIBLE PARKING - REFER TO DETAIL... SHT A-801 / DET. 4
	INDICATES ACCESSIBLE PATH OF TRAVEL. VERIFY W/ CIVIL - 5% MAX. SLOPE IN DIRECTION OF TRAVEL - 2% MAX. CROSS SLOPE
	INDICATES RED PAINTED CURB FOR FIRE LANE - REFER TO DETAIL... SHT A-150 / DET. 1 & 2
	NEW CONCRETE PAVING / SIDEWALK
	NEW AC PAVING - NEW COMPACTED AGGREGATE BASE PER CIVIL DRAWINGS AND GEOTECH REPORT & CITY OF HANFORD P.W. STANDARD GE-32 - REFER TO CIVIL DRAWINGS FOR EXTENT OF PAVING AND NEW UNDERGROUND STORM DRAIN. PATCH & REPAIR PAVING DISTURBED BY INSTALLATION OF NEW STORM DRAIN LINE
	INDICATES NEW ON-SITE POLE MTD. LIGHT FIXTURES - REFER TO ELECTRICAL SITE PLAN
L.S.	LANDSCAPE AREA - REFER TO LANDSCAPE PLANS
C.A.V.	INDICATES VEHICLE PARKING STALL TO BE MARKED "CLEAN AIR" POLE-MTD. PER CALGHS 108.5.2 - REFER TO DETAIL... SHT A-150 / DET. 18
EVCS	INDICATES VEHICLE PARKING STALL FOR ELECTRICAL VEHICLE CHARGING STATION PER CALGHS 108.5.3 - REFER TO ELECTRICAL SITE PLAN
	INDICATES NUMBER OF PARKING STALLS IN ROW

NOTE:
REFER TO CIVIL PLANS FOR ALL EXISTING PROPERTY LINES, SITE DATA,
GRADES HORIZONTAL, CONTROL AND BUILDING LOCATIONS, ETC.

SITE ACCESSIBILITY NOTES:

- EXTERIOR ACCESSIBLE PATH OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE AND HAVE MAXIMUM 1% CHANGES IN ELEVATION.
 - BE A MINIMUM OF 48" IN WIDTH
 - HAVE A MAX. OF 2% SLOPE IN DIRECTION OF TRAVEL
 - HAVE A MAX. OF 2% CROSS SLOPE (14" FT)
 - HAVE DETECTABLE WARNING WHERE THE PATH OF TRAVEL CHANGES DIRECTION IN A VEHICULAR ROUTE
 - WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (1:20) SHALL HAVE AN ACCESSIBLE RAMP
- REFER TO SHEETS A-801, A-802 AND A-803 FOR TYPICAL DETAILS PERTAINING TO ACCESSIBLE ELEMENTS OF THE PROJECT.

DEVELOPMENT DATA:

APPLICANT/DEVELOPER	NEIL PATEL 805 S. KAWAIAH AVE. EXETER, CA 93221 PH: (559) 769-0208
ADDRESS/LOCATION	W. MONTGOMERY AVE. PORTERVILLE, CA.
APN	289-450-050, 051
JURISDICTION	COUNTY OF TULARE, CA.
TOTAL SITE AREA	2.5 ACRES ± 108,900 sf
EXISTING ZONING	CG
PROPOSED ZONING	CG (NO CHANGE)
ALLOWED USE:	YES HAMPSON INN SUITES HOTEL 87 ROOMS / 4 STORY
ALLOWED DENSITY:	NA
PROPOSED DENSITY:	NA
LOT COVERAGE - MAX:	NA
LOT COVERAGE - ACTUAL:	NA
FAR - MAX:	50%
FAR - PROPOSED:	52,200 sf / 108,900 sf = 47.9%
MAX. HEIGHT ALLOWED:	50'-0"
PROPOSED HEIGHT:	44'-0" TO TOP OF 4TH FLOOR PLATE
SETBACKS -	REQUIRED: 15'-0"
FRONT:	0'-0"
SIDES:	5'-0" @ 8' EAST 15' @ WEST
REAR:	20'-0"
REQUIRED MIN. BLDG. FRONTAGE AS %:	NA
OPEN SPACE:	8 SF PER 1000 SF OF FLOOR AREA =
REQD:	52,200 SF ± 5 SF = 280 SF
PROVIDED:	4,500 SF

BUILDING AREA BREAKDOWN			
FLOOR 1:	12,000 SF		
FLOOR 2:	12,000 SF		
FLOOR 3:	14,400 SF		
FLOOR 4:	12,000 SF		
TOTAL BUILDING AREA:	50,400 SF		
TOTAL ROOMS - ALL FLOORS = 87			
FLOOR 1:	KING RMS.	KING SUITES	DBL QUEENS
FLOOR 2:	5	5	13
FLOOR 3:	5	5	25
FLOOR 4:	5	5	20
TOTAL:	15	15	58
TOTAL ROOMS - ALL FLOORS = 87			
PARKING REQUIRED: 1 STALL PER ROOM + 2 STALLS ADJACENT TO RECEPTION = 89			
PARKING PROVIDED: 88 SPACES - 8' x 20' with 20' TWO WAY DRIVE AISLES.			

SITE LOCATION



VICINITY MAP: PORTERVILLE, CA



425 SPRUCE AVE.
CLOVIS, CA 93611
959.438.3303
WWW.NEILPATELARCHITECT.COM



425 SPRUCE AVE.
CLOVIS, CA 93611
959.438.3303
WWW.NEILPATELARCHITECT.COM

HAMPSON INN

MONTGOMERY AVE.

PORTERVILLE, CA

FOR:

NEIL PATEL

805 S. KAWAIAH AVE., EXETER, CA 93221

NO. DATE: 10.21.19

REVISION: INITIAL DESIGN

02.25.2020 CUP APPLICATION

02.25.2020 CUP APPLICATION

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CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Resolution of Proclamation of the Existence of a Local Emergency

SOURCE: City Manager's Office

COMMENT: The novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death. On March 4, 2020, Governor Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the state. On March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville. On March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March.

RECOMMENDATION: That the City Council consider the draft Resolution of proclamation of existence of a local emergency due to the novel coronavirus (COVID-19).

ATTACHMENTS:

1. Draft Resolution of Proclamation of Existence of Local Emergency

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO
PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the
“City”), as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the
Centers for Disease Control and Prevention (CDC) considers to be a very serious public
health threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has
spread globally to over 118 countries, infected more than 125,000, and killed more than
4,000 as of March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health
and Human Services declared a public emergency for COVID-19 beginning on January
27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of
emergency in the State of California due to the number of confirmed cases of COVID-19
in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can
be characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to
the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville,
thus enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California
public health officials have determined that gatherings of more than 250 people should
be postponed or canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval for Community Civic Event - Porterville Unified School District, Burton School District, Porterville Optimist Club - Porterville Celebrates Reading - April 4, 2020

SOURCE: Finance

COMMENT: Porterville Unified School District, Optimist Club of Porterville and Burton Middle School are requesting approval for their annual literacy fair, Porterville Celebrates Reading, on April 4, 2020, at Veteran's Park, from 10:00 a.m. to 2:00 p.m. This annual event includes free books and small group presentations for parents and children promoting literacy development for all ages.

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

RECOMMENDATION: That the City Council consider the attached Community Civic Event Application and Agreement submitted by the Porterville Unified School District, Optimist Club of Porterville and Burton Middle School, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS: 1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Map, Outside Amplifier Permit and Certificate of Liability Insurance.

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

✓ 3/17/20

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/25/20 Event date: 4/4/20
Event time: 10:00am-2:00pm

Name of Event: Porterville Celebrates Reading

Sponsoring organization: Optimist/PUSD/BSD Phone # 793-2400

Address: PUSD: 600 W. Grand Ave.

Authorized representative: Dr. Nate Nelson Phone # 793-2400

Address: 600 W. Grand Ave, Porterville, CA

Event chairperson: Catherine May Phone # cell 788-9053
cemay@portervilleschools.org

Location of event Veteran's Park

(Location map must be attached)

Type of event: Literacy Fair for children ages pre-school-up
Schools and community organizations have booths w/ literacy activities

Non-profit organization status: 94-2676266 Optimist BL #2618

(IRS Determination)

#03069
#00359

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

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

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

Other: _____

Parks facility application required: Yes X No _____ Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

cm

Authorized Representative Initial

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

____ Authorized Representative Initials

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

____ Authorized Representative Initials

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

cm Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

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

Optimist / PUSD / BSD	Catherine E. May	2/25/20
(Name of Organization)	(Signature)	(Date)

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

Location: Veteran's Park Event date: 4/4/20 Event time: 10:00 am to 2:00 pm

[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: April 4, 2020 Hours: 10:00 am to 2:00 pm

Closed

Requirements for Community Civic Event
Porterville Unified School District, Optimist Club of Porterville and Burton Middle School
Porterville Celebrates Reading
April 4, 2020

Finance Director:
M. Bemis

Engineering/Project Management Director:
J. Sanchez

Community Development Manager:
J. Phillips

Public Works Director: No comment.
M. Knight

Fire Marshal: *C. Dignam* Approved.

Parks and Leisure Services Director: *D. Moore* Vehicles permitted on grass for unloading and loading.

Police Lieutenant:
J. Maniss Please see Exhibit B.

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

Requirements for Community Civic Event

Sponsor: Porterville Unified School District, Optimist Club of Porterville
and Burton Middle School
Event: Porterville Celebrates Reading
Event Chairman: Catherine May
Location: Veterans Park
Date of Event: April 4, 2020
Time of Event: 10:00 a.m. to 2:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Celebrates Reading
April 4, 2020
Veterans Park

Proposed Conditions/Requirements:

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

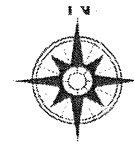
Josh Maniss, Lieutenant
Porterville Police Department

Exhibit B



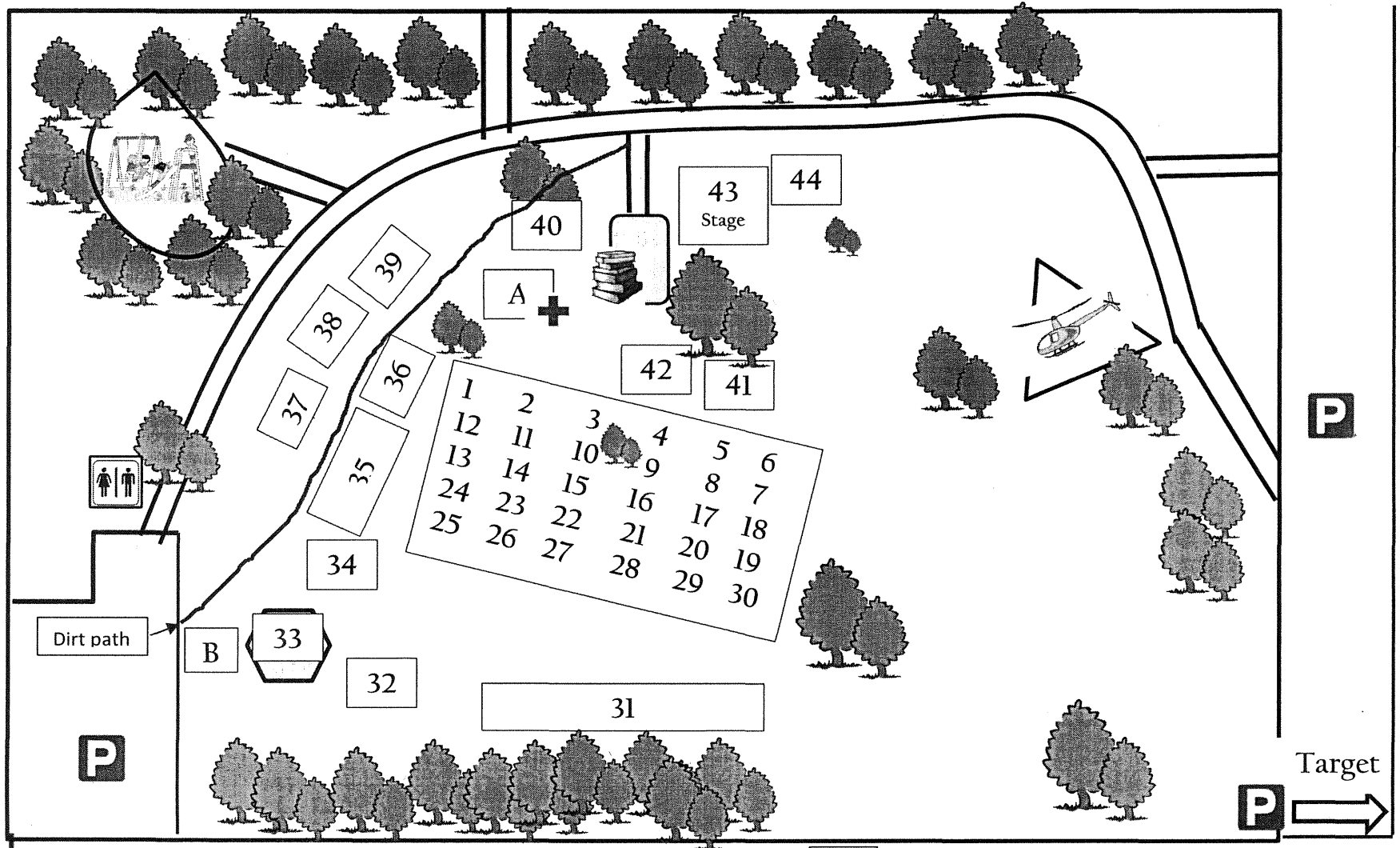
Monache H.S.

Go see the Art
Festival across
the street at
MHS!



Henderson Ave.

Newcomb St.



Porterville Celebrates
Reading Map



First Aid Kit



Booths

A-B

Information



Restroom



Turn in
completed
passports for
free book

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



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

- 1 Name and home address of the applicant: Catherine E. May
770 Phillips Circle, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Veteran's Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Catherine May
- 4 Type of event for which amplification equipment will be used: Literacy Fair
- 5 Dates and hours of operation of amplification equipment: 4/4/20 10:00am to 2:00 pm
- 6 A general description of the sound amplifying equipment to be used: PA system

Section 18-9

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

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

Section 18-14

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

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

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

Catherine E. May
Signature of Applicant

2/25/20
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.

A. Mamon
City of Porterville, Chief of Police/Designee

2/26/20
Date

CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)
2/25/2020

ADMINISTRATOR

Central California Schools Authority
1430 W. Herndon Avenue
Fresno, CA 93711
Phone: (559) 476-2999

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE.

Named Member:
Porterville Unified School District

600 West Grand Avenue
Porterville, CA 93257

Organization A
Central California Schools Authority

Organization B

COVERAGES

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 MEMORANDUM OF COVERAGE AFFORDED BY THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ORG LTR	TYPE OF COVERAGE	COVERAGE NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ Commercial General Liability	CCSA-001-02	07/01/2019	07/01/2020	General Aggregate	\$9,750,000
					Products/Comp/Ops Agg	\$9,750,000
					Personal & Adv. Injury	\$9,750,000
					Each Occurrence	\$9,750,000
					Fire Damage (Any One Fire)	\$ 750,000
					Med Exp (Any One Person)	-
A	AUTOMOBILE LIABILITY ☒ Owned Auto ☒ Non-Owned Auto ☒ Hired Auto	CCSA-001-02	07/01/2019	07/01/2020	Bodily Injury & Property Damage	\$9,750,000
A	SCHOOL BOARD LEGAL LIABILITY	CCSA-001-02	07/01/2019	07/01/2020	Each Claim	\$9,750,000
					Aggregate	\$9,750,000

Self-Insured Retention: The limits of liability shown above apply excess of a \$250,000 per occurrence; per accident; or, per claim self-insured retention.

When required by written agreement that the **Named Member** has entered into with the Certificate Holder:

1. The Certificate Holder and others are included as a **Member** for General Liability and Automobile Liability as per Change Endorsement 11: Who Is A Member – Item E, F or G;
2. This insurance is primary and non-contributory coverage as per form CCSA-01 (07/19) Excess Memorandum of Coverage Section III – Conditions: Item 8.c.; or,
3. The Authority waives its rights of recovery against the Certificate Holder and others as per Change Endorsement #10: Subrogation – Recovery from Others.

Re: Porterville Celebrates Reading Literacy Fair, April 4th, 2020 at Veteran's Park, Porterville, CA

CERTIFICATE HOLDER	CANCELLATION
City of Porterville Attn Anita Gustuson 291 N. Main Street Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ORGANIZATION WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY**

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER
CCSA-001-02	September 27, 2019	11
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED Excess Liability Memorandum of Coverage

Changes

Who Is A Member

In consideration of payment of the premium it is understood and agreed that the following WHO IS A MEMBER items A., B., and C. are added to this Memorandum of Coverage and applies to a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**.

WHO IS A MEMBER

A. You are a Member.

B. Each of the following is a Member while acting within the scope of their duties as such:

1. All persons who were, are now, or will be your elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under your exclusive operation and jurisdiction.
3. All of your current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the Member and under your direction and control.
4. All persons who perform a service on a volunteer basis for you, provided such performance is under your direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations, Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by your governing board as on file with us.
6. Students, including the parents or legal guardians of those students, who serve as members of your safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in your students in practicum program while engaged in academic studies or work experience relating to your students in practicum program during the coverage period.

8. The estate of any person in 1. through 7. above

C. Any entity or organization you newly acquire or form and over which you have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **injury or damage** that occurred before you acquired or formed the entity or organization; and
3. Coverage does not apply to **injury or damage** arising out of an **event** committed before you acquired or formed the entity or organization.

It is understood and agreed that the following WHO IS MEMBER, items D., E., F. and G. are added to this Memorandum of Coverage and applies only to a covered **event** under Coverage A of the **Controlling Underlying Insurance**.

D. Any person, entity, or any organization while acting as your real estate manager.

E. Any person, entity, or any organization you are required by a covered contract to include as a Member. This and will not increase the limits stated in **SECTION II - LIMITS OF COVERAGE** or alter any of the terms of coverage stated in this Memorandum of Coverage. The covered contract must be effective and executed prior to a covered **event**.

F. Any other person, entity or any organization that has been included as a Member by Endorsement to the **Controlling Underlying Insurance**.

G. With respect to:

Mobile equipment or any auto, any person is a Member while driving such auto or mobile equipment with your permission. Any person, entity, or organization responsible for the conduct of such person is also an Member, but only with respect to **injury or damage** arising out of the operation of the auto or mobile equipment.

However, the owner or anyone else from whom you hire or borrow an auto is a Member only if that auto is a trailer connected to an auto you own.

However, no person, entity, or organization is a Member under this paragraph G. with respect to:

1. **Injury or Damage** to property owned by you or the employer of any person who is a Member under this provision;
2. Any auto you hire or borrow from one of your employees, volunteers or members of their households, if they are the owner of such auto, unless acting within the scope of their duties on your behalf;
3. Any auto being used by a person employed in the business of selling, servicing, repairing, or parking autos unless they are your employees; or
4. The movement of property to or from an auto except you, your employees, lessees or borrowers of such auto, and any employee of the lessees or borrowers.

H. For a covered **event** under Coverage B of the **Controlling Underlying Insurance**, no person, entity or organization is a Member with respect to any of the following boards, commissions or entities:

1. Airports;
2. Transit authorities;
3. Hospitals, nursing homes, clinics or other similar health facilities;
4. Housing authorities; or
5. Port authorities

I. For a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**, no person, entity, or organization is a Member with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the Annual Renewal Statement, CCSA Excess Liability Memorandum of Coverage Declarations, CCSA Named Member Endorsement or an Endorsement amending this Memorandum of Coverage.

7. Maintenance Of, Or Changes To, Underlying Insurance

All **underlying insurance**, or any renewals or replacements thereof, must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **underlying insurance** that results from **injury or damage** to which this coverage applies. Such exhaustion or reduction is not a failure to maintain **underlying insurance**.

Failure to maintain **underlying insurance** in effect, will not invalidate coverage provided under this Memorandum, but coverage provided under this Memorandum will apply as if the **underlying insurance** were in full effect.

The **Named Member** must notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits are, or scope of coverage of any **underlying insurance** is, changed.

8. Other Coverage

- a. This coverage is excess over, and shall not contribute with, any other coverage, whether primary, excess, contingent or any other basis. This condition will not apply to coverage specifically written as excess over this Memorandum.

When this coverage is excess and if no other underlying insurer defends, we may undertake to do so, but we will be entitled to the member's rights against all those other underlying insurers.

- b. When this coverage is excess over other coverage, we will pay only our share of the **ultimate net loss** that exceeds the sum of:

(1) The total amount that all such other **underlying insurance** would pay for the loss in the absence of the coverage provided under this Memorandum; and

(2) The total of all deductible and self-insured amounts under all that other **underlying insurance**.

- c. If you are required by a written contract, agreement, or permit to provide primary insurance for a member covered under this Memorandum of Coverage, the coverage afforded under this Memorandum shall be primary coverage for that member, when the **controlling underlying insurance** is primary for that member.

If you are required by a written contract, agreement or permit to provide primary and non-contributory insurance for a member covered under this Memorandum of Coverage, the coverage shall be primary coverage and we will not seek contribution from any other Memorandum of Coverage or policy of insurance where the member is a **Named Member** or Named Insured, when the **controlling underlying insurance** is primary and non-contributing coverage for that member.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If the premium is a flat charge, this is the annual premium. If the premium is not flat, this Memorandum is auditable and the advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the **Named Member**. The due date for audit premium is the date shown as the due date on the invoice. If the sum of the advance and audit premiums paid for the coverage period is greater than the earned premium, we will return the excess to the **Named Member**, subject to a minimum premium, if applicable.

10. Loss Payable

Liability under this Memorandum does not apply to a given claim unless and until:

- a. The **Named Member** or **Named Member's controlling underlying insurer(s)** has/have become legally obligated to pay the **retained limit**; and

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY**

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER
CCSA-001-02	October 20, 2019	10
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED Excess Liability Memorandum of Coverage

Changes

Subrogation- Recovery From Others

In consideration of payment of the premium it is understood and agreed that **Section III-Conditions** is amended and Item **17. Subrogation - Recovery From Others** is added.

17. Subrogation - Recovery From Others

1. We have the right to recover all payments which we have made to or on behalf of the Member from anyone liable for a loss. If the Member recovers from anyone liable for a loss, we will be reimbursed first from such recovery to the extent of our payments to or on behalf of the Member. The Member expressly waives any rights it may have to recoup any uncovered portions of any loss prior to our recovery of the full amounts we paid hereunder.
2. If the Member does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, the Member agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the Member to recover from anyone liable for a loss. The Member will do everything necessary to protect those rights and help us to enforce them.
3. Any such recovery will be allocated in the following order:
 - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limits of Coverage** set forth on the Coverage Declarations or any endorsement, or to reimburse the Member to the extent there is no such other Memorandum of Coverage or insurance;
 - b. Then, we will be reimbursed for all of our payments under this Memorandum of Coverage;
 - c. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for of their payments, if any;
 - d. Finally, any balance of the recovery will be paid to the Member.

4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above
5. If such action is commenced by the Member, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event we make any payment under this Memorandum of Coverage, we will waive our right of recovery against any person or organization with whom the Member has:
 - a. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **Event**, to waive its subrogation, contribution, or indemnity rights; or
 - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the Member can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the Member to waive its subrogation, contribution or indemnity rights.



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval for Community Civic Event - Porterville Unified School District, Monache FFA - Monache FFA Farmer's Day and 5K Run - March 28, 2020

SOURCE: Finance

COMMENT: The Porterville Unified School District and Monache High School Ag/FFA Department are requesting approval to hold a 5K run at Monache High School on Saturday, March 28, 2020, from 7:00 a.m. to 3:00 p.m. The 5K run will start at Henderson Avenue and Newcomb Street, head north on Newcomb Street, east on Mulberry Avenue and then continue and finish on the Monache High School campus. The farmer's market will take place on the school campus.

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

RECOMMENDATION: That the City Council consider the Community Civic Event Application and Agreement from the Porterville Unified School District, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

3/17/20

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/12/2020 Event date: March 28, 2020
Event time: 7:00 AM - 3:00 PM
Name of Event: Monache FFA Farmer's Day and 5K

Sponsoring organization: Monache FFA Phone # 5593594137
Address: 960 N Newcomb Porterville
Authorized representative Carmel Spaulding Phone # 5593594137
Address: 960 N Newcomb Porterville
Event chairperson: James Corbett Phone # 559-623-4430

Location of event Monache Ag Department
(Location map must be attached)

Type of event: Farmer's Market and 5K

Non-profit organization status: PUSD BL00359 Monache 002613
(IRS Determination)

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

Parks facility application required: Yes _____ No no Attached _____
Assembly permit required: Yes _____ No no Attached _____

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

CS Authorized Representative Initial

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.

CS Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

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

Monache FFA	Carmel Spaulding	2/12/2020
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Monache Ag Farmer's Day and 5K

Sponsoring organization: **Monache FFA/Ag**

Location: Monache Campus Event dates: 3/28/2020 Event time: 7:00 AM- 3:00 PM

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

[illegible]

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

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

CITY OF PORTERVILLE

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

Name of event: Monache Farmer's Day and 5 K

Sponsoring organization: Monache ag and FFA

Event date: 3/28/2020 Hours: 7:00 AM- 3:00 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Newcomb from Henderson to Mulberry			
Mulberry from Newcomb to Lindale			
continue 5K run on Moanche Campus			
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	

Requirements for Community Civic Event.
Porterville Unified School District and
Monache High School Ag/FFA Department
Farmer's Day and 5K Run
March 28, 2020

Finance Director:

M. Bemis

Engineering/Project Management Director:

J. Sanchez

Community Development Manager:

J. Phillips

No comments.

Public Works Director:

M. Knight

Fire Marshal:

C. Dignam

Parks and Leisure Services Director:

D. Moore

No comments.

Police Lieutenant:

J. Maniss

Please see conditions/requirements
in Exhibit B.

Administrative Services Director:

P. Hildreth

See Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: Porterville Unified School District and
Monache High School Ag/FFA
Event: Farmer's Day and 5K Run
Event Chairman: James Corbett
Location: Monache High School
Date of Event: March 28, 2020
Time of Event: 7:00 a.m. to 3:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable), the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- 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.

CITY OF PORTERVILLE

APPLICATION FOR COMMUNITY CIVIC EVENT

Proposed Event:

Farmer's Day & 5K Run, Monache FFA at Monache High School

March 28, 2020 from 7:00am – 3:00pm

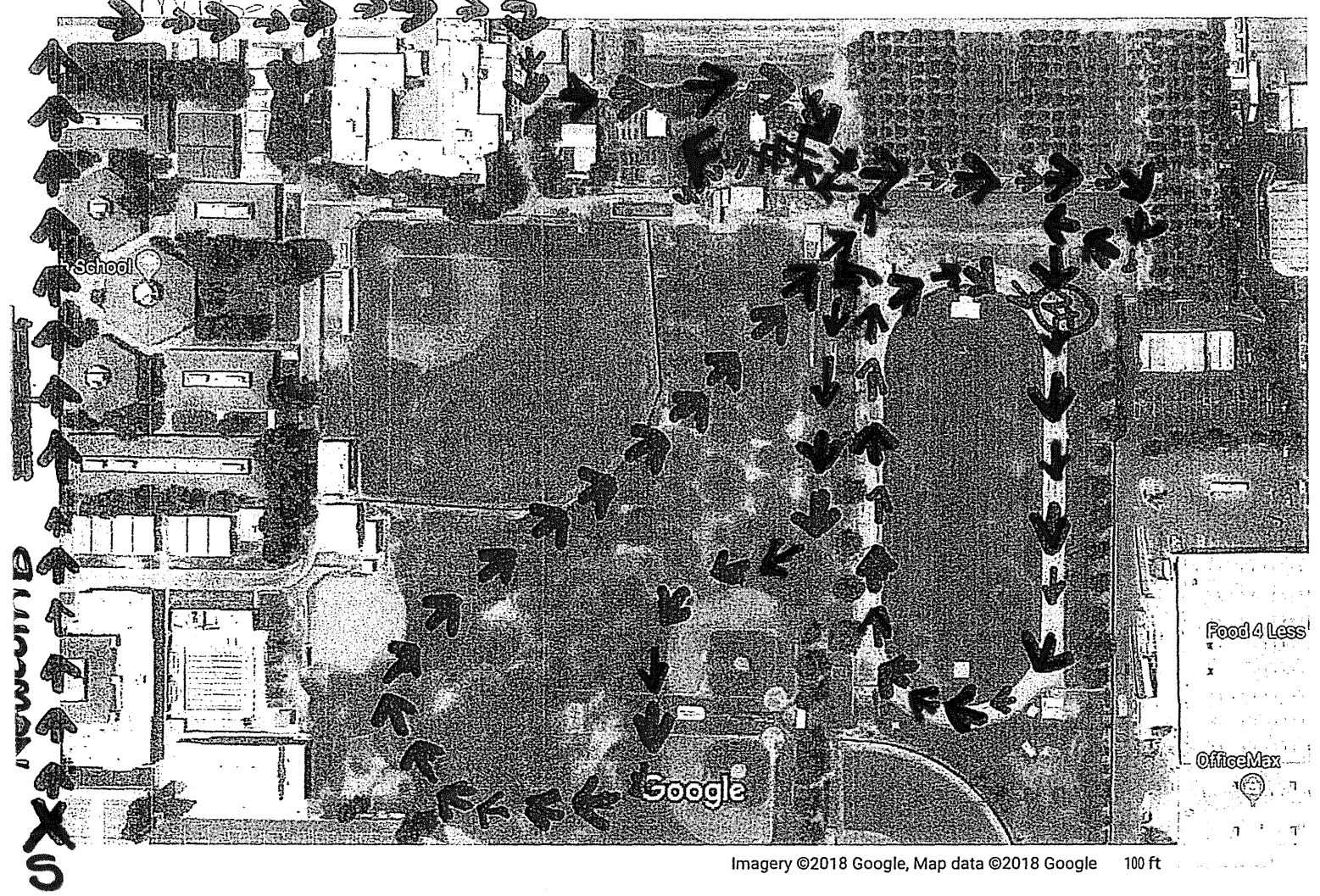
Staff Comments: Conditions/Requirements by Police Department

- All street and/or sidewalk closures require City Council approval.
- Participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or generally interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers should consider "follow up" vehicles that have first aid supplies, water, etc., so as to treat or pick up and transport any participant who becomes ill or is otherwise unable to complete the course.
- Event organizers shall contact Porterville Police Lieutenants Rich Standridge or Mark Azevedo at 559-782-7410 or 559-782-7400 in advance of the event in order to determine additional policing concerns/requirements.

Josh Maniss / Lieutenant
Porterville Police Department

Exhibit B

Google Maps mulberry



Imagery ©2018 Google, Map data ©2018 Google 100 ft

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: Monache Ag Department
- 2 Address where amplification equipment is to be used: 960 N Newcomb
- 3 Names and addresses of all persons who will use or operate the amplification equipment: James Corbett, Christie Bennett, Frank
- 4 Type of event for which amplification equipment will be used: Roche 5K
- 5 Dates and hours of operation of amplification equipment: March 28, 2020 from 7:00 AM to
3:00 PM
- 6 A general description of the sound amplifying equipment to be used: Yamaha 150 PA System

Section 18-9

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

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

Section 18-14

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

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

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

Carmel Spaulding

2/11/2020

Signature of Applicant

Date

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

[Signature]
City of Porterville, Chief of Police/Designee

3/5/20
Date

CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)
3/3/2020

ADMINISTRATOR

Central California Schools Authority
1430 W. Herndon Avenue
Fresno, CA 93711
Phone: (559) 476-2999

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE.

Named Member:

Porterville Unified School District

600 West Grand Avenue
Porterville, CA 93257

Organization A

Central California Schools Authority

Organization B

COVERAGES

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 MEMORANDUM OF COVERAGE AFFORDED BY THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ORG LTR	TYPE OF COVERAGE	COVERAGE NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ Commercial General Liability	CCSA-001-02	07/01/2019	07/01/2020	General Aggregate	\$9,750,000
					Products/Comp/Ops Agg	\$9,750,000
					Personal & Adv. Injury	\$9,750,000
					Each Occurrence	\$9,750,000
					Fire Damage (Any One Fire)	\$ 750,000
					Med Exp (Any One Person)	-
A	AUTOMOBILE LIABILITY ☒ Owned Auto ☒ Non-Owned Auto ☒ Hired Auto	CCSA-001-02	07/01/2019	07/01/2020	Bodily Injury & Property Damage	\$9,750,000
A	SCHOOL BOARD LEGAL LIABILITY	CCSA-001-02	07/01/2019	07/01/2020	Each Claim	\$9,750,000
					Aggregate	\$9,750,000

Self-Insured Retention: The limits of liability shown above apply excess of a \$250,000 per occurrence; per accident; or, per claim self-insured retention.

When required by written agreement that the **Named Member** has entered into with the Certificate Holder:

1. The Certificate Holder and others are included as a **Member** for General Liability and Automobile Liability as per Change Endorsement 11: Who Is A Member – Item E, F or G;
2. This insurance is primary and non-contributory coverage as per form CCSA-01 (07/19) Excess Memorandum of Coverage Section III – Conditions: Item 8.c.; or,
3. The Authority waives its rights of recovery against the Certificate Holder and others as per Change Endorsement #10: Subrogation – Recovery from Others.

Re: Monache FFA Farmer's Day and 5k Walk on March 28th, 2020

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ORGANIZATION WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY**

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER
CCSA-001-02	September 27, 2019	11
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED Excess Liability Memorandum of Coverage

Changes

Who Is A Member

In consideration of payment of the premium it is understood and agreed that the following WHO IS A MEMBER items A., B., and C. are added to this Memorandum of Coverage and applies to a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**.

WHO IS A MEMBER

A. You are a Member.

B. Each of the following is a Member while acting within the scope of their duties as such:

1. All persons who were, are now, or will be your elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under your exclusive operation and jurisdiction.
3. All of your current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the Member and under your direction and control.
4. All persons who perform a service on a volunteer basis for you, provided such performance is under your direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations, Parent-Teacher Organizations, Booster Clubs and Non-Profit organizations approved by your governing board as on file with us.
6. Students, including the parents or legal guardians of those students, who serve as members of your safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in your students in practicum program while engaged in academic studies or work experience relating to your students in practicum program during the coverage period.

8. The estate of any person in 1. through 7. above

C. Any entity or organization you newly acquire or form and over which you have exclusive jurisdiction will qualify as a **Named Member** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **injury or damage** that occurred before you acquired or formed the entity or organization; and
3. Coverage does not apply to **injury or damage** arising out of an **event** committed before you acquired or formed the entity or organization.

It is understood and agreed that the following WHO IS MEMBER, items D., E., F. and G. are added to this Memorandum of Coverage and applies only to a covered **event** under Coverage A of the **Controlling Underlying Insurance**.

D. Any person, entity, or any organization while acting as your real estate manager.

E. Any person, entity, or any organization you are required by a covered contract to include as a Member. This and will not increase the limits stated in **SECTION II - LIMITS OF COVERAGE** or alter any of the terms of coverage stated in this Memorandum of Coverage. The covered contract must be effective and executed prior to a covered **event**.

F. Any other person, entity or any organization that has been included as a Member by Endorsement to the **Controlling Underlying Insurance**.

G. With respect to:

Mobile equipment or any auto, any person is a Member while driving such auto or mobile equipment with your permission. Any person, entity, or organization responsible for the conduct of such person is also an Member, but only with respect to **injury or damage** arising out of the operation of the auto or mobile equipment.

However, the owner or anyone else from whom you hire or borrow an auto is a Member only if that auto is a trailer connected to an auto you own.

However, no person, entity, or organization is a Member under this paragraph G. with respect to:

1. **Injury or Damage** to property owned by you or the employer of any person who is a Member under this provision;
2. Any auto you hire or borrow from one of your employees, volunteers or members of their households, if they are the owner of such auto, unless acting within the scope of their duties on your behalf;
3. Any auto being used by a person employed in the business of selling, servicing, repairing, or parking autos unless they are your employees; or
4. The movement of property to or from an auto except you, your employees, lessees or borrowers of such auto, and any employee of the lessees or borrowers.

- H. For a covered **event** under Coverage B of the **Controlling Underlying Insurance**, no person, entity or organization is a Member with respect to any of the following boards, commissions or entities:
1. Airports;
 2. Transit authorities;
 3. Hospitals, nursing homes, clinics or other similar health facilities;
 4. Housing authorities; or
 5. Port authorities
- I. For a covered **event** under Coverage A and Coverage B of the **Controlling Underlying Insurance**, no person, entity, or organization is a Member with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the Annual Renewal Statement, CCSA Excess Liability Memorandum of Coverage Declarations, CCSA Named Member Endorsement or an Endorsement amending this Memorandum of Coverage.

7. Maintenance Of, Or Changes To, Underlying Insurance

All **underlying insurance**, or any renewals or replacements thereof, must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **underlying insurance** that results from **injury or damage** to which this coverage applies. Such exhaustion or reduction is not a failure to maintain **underlying insurance**.

Failure to maintain **underlying insurance** in effect, will not invalidate coverage provided under this Memorandum, but coverage provided under this Memorandum will apply as if the **underlying insurance** were in full effect.

The **Named Member** must notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits are, or scope of coverage of any **underlying insurance** is, changed.

8. Other Coverage

- a. This coverage is excess over, and shall not contribute with, any other coverage, whether primary, excess, contingent or any other basis. This condition will not apply to coverage specifically written as excess over this Memorandum.

When this coverage is excess and if no other underlying insurer defends, we may undertake to do so, but we will be entitled to the member's rights against all those other underlying insurers.

- b. When this coverage is excess over other coverage, we will pay only our share of the **ultimate net loss** that exceeds the sum of:

(1) The total amount that all such other **underlying insurance** would pay for the loss in the absence of the coverage provided under this Memorandum; and

(2) The total of all deductible and self-insured amounts under all that other **underlying insurance**.

- c. If you are required by a written contract, agreement, or permit to provide primary insurance for a member covered under this Memorandum of Coverage, the coverage afforded under this Memorandum shall be primary coverage for that member, when the **controlling underlying insurance** is primary for that member.

If you are required by a written contract, agreement or permit to provide primary and non-contributory insurance for a member covered under this Memorandum of Coverage, the coverage shall be primary coverage and we will not seek contribution from any other Memorandum of Coverage or policy of insurance where the member is a **Named Member** or Named Insured, when the **controlling underlying insurance** is primary and non-contributing coverage for that member.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If the premium is a flat charge, this is the annual premium. If the premium is not flat, this Memorandum is auditable and the advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the **Named Member**. The due date for audit premium is the date shown as the due date on the invoice. If the sum of the advance and audit premiums paid for the coverage period is greater than the earned premium, we will return the excess to the **Named Member**, subject to a minimum premium, if applicable.

10. Loss Payable

Liability under this Memorandum does not apply to a given claim unless and until:

- a. The **Named Member** or **Named Member's controlling underlying insurer(s)** has/have become legally obligated to pay the **retained limit**; and

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY**

MEMORANDUM NUMBER	ENDORSEMENT EFFECTIVE DATE	ENDORSEMENT NUMBER
CCSA-001-02	October 20, 2019	10
Authority: Central California Schools Authority		COVERAGE PARTS AFFECTED Excess Liability Memorandum of Coverage

Changes

Subrogation- Recovery From Others

In consideration of payment of the premium it is understood and agreed that **Section III-Conditions** is amended and Item **17. Subrogation - Recovery From Others** is added.

17. Subrogation - Recovery From Others

1. We have the right to recover all payments which we have made to or on behalf of the Member from anyone liable for a loss. If the Member recovers from anyone liable for a loss, we will be reimbursed first from such recovery to the extent of our payments to or on behalf of the Member. The Member expressly waives any rights it may have to recoup any uncovered portions of any loss prior to our recovery of the full amounts we paid hereunder.
2. If the Member does not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, the Member agrees to timely assign all of its rights of recovery to us and also agrees that we have the rights of the Member to recover from anyone liable for a loss. The Member will do everything necessary to protect those rights and help us to enforce them.
3. Any such recovery will be allocated in the following order:
 - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limits of Coverage** set forth on the Coverage Declarations or any endorsement, or to reimburse the Member to the extent there is no such other Memorandum of Coverage or insurance;
 - b. Then, we will be reimbursed for all of our payments under this Memorandum of Coverage;
 - c. Then, any other Memorandum of Coverage or insurance that we are excess above will be reimbursed for of their payments, if any;
 - d. Finally, any balance of the recovery will be paid to the Member.

4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above
5. If such action is commenced by the Member, with our prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained, if such an action or proceeding undertaken solely by us results in no recovery, we will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event we make any payment under this Memorandum of Coverage, we will waive our right of recovery against any person or organization with whom the Member has:
 - a. Agreed in a written contract, agreement or permit that is effective and executed prior to the date of an **Event**, to waive its subrogation, contribution, or indemnity rights; or
 - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the Member can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract, agreement or permit that requires the Member to waive its subrogation, contribution or indemnity rights.



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval for Community Civic Event - Porterville Pregnancy Center - PPRC 5 K/10K Walk/Run - April 4, 2020

SOURCE: Finance

COMMENT: The Porterville Pregnancy Center is requesting approval to hold a 5K/10K run/walk, as their fundraiser, at the Porterville Sports Complex on Saturday, April 4, 2020, from 7:00 a.m. to 12:00 p.m. No street closures are requested. The route is confined to the perimeter of the sports complex.

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

RECOMMENDATION: That the City Council consider the Community Civic Event Application and Agreement from the Porterville Pregnancy Center subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

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: 3/4/20 Event date: 4/4/20
3/6/20 Event time: 7:00 AM - 12 PM
Name of Event: PPRG 5K/10K walk/run

Sponsoring organization: Porterville Pregnancy Center Phone # 559 782 1225
Address: 1279 W Henderson #315, Porterville, CA 93257
Authorized representative: Rachel Tipton, Javier Garcia Phone # 559 744 8976
Address: 445 N. Murry #B, Porterville, CA, 93257
Event chairperson: _____ Phone # _____

Location of event: 2701 W Scranton Ave, Porterville Sports complex
(Location map must be attached)

Type of event: WALK/RUN, FUNDRAISER

Non-profit organization status: 501(C)3 TAXID 77-0192795
(IRS Determination) BUS LICENSE # 3582 ACTIVE

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 0 Street sweeping Yes _____ No ✓
Police protection Yes _____ No ✓ Refuse pickup Yes _____ No ✓
Other: we will haul out four trash
sealed Water Bottles
Parks facility application required: Yes ✓ No _____ Attached pd
Assembly permit required: Yes _____ No _____ Attached _____

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. 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)*

JG Authorized Representative Initial

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.

JG 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.

JG 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.

JG Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

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

Porterville Pregnancy Center		3/4/20
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

TO BE HELD ON PUBLIC PROPERTY

Name of event: 5K / 10K Walk Run Porterville Pregnancy Resource

Sponsoring organization: Porterville Pregnancy Resource Center

Location: Sports Complex Event date: 4/4/20 Event time: 7 AM

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

[illegible]

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

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

CITY OF PORTERVILLE

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

Name of event: Porterville Pregnancy Resource Center 5K/10K walk/run

Sponsoring organization: Porterville Pregnancy Resource Center

Event date: 4/4/20 Hours: 7

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Inside Perimeter of Sports Complex			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	

Requirements for Community Civic Event
Porterville Pregnancy Center
5K/10K Walk/Run Fundraiser
April 4, 2020

Finance Director:
M. Bemis

Engineering/Project Management Director:
J. Sanchez

Community Development Manager: No comment.
J. Phillips

Public Works Director:
M. Knight

Fire Marshal:
C. Dignam

Parks and Leisure Services Director: Vehicles to remain off the grass.
D. Moore Unloading/loading permitted. Be
 cognizant of other activities occurring
 at the facility.

Police Lieutenant:
J. Maniss

Administrative Services Director: See Exhibit A, page 2. All
P. Hildreth participants are required to sign a
 waiver releasing the City from any
 and all liability arising out of their
 participation.

Requirements for Community Civic Event

Sponsor: Porterville Pregnancy Center
Event: 5K10K Walk/Run Fundraiser
Event Chairman: Rachel Tipton, Javier Garcia
Location: Sports Complex
Date of Event: April 4, 2020
Time of Event: 7:00 a.m. to 12:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the Porterville Pregnancy Center provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, 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.

PORTERVILLE POLICE DEPARTMENT

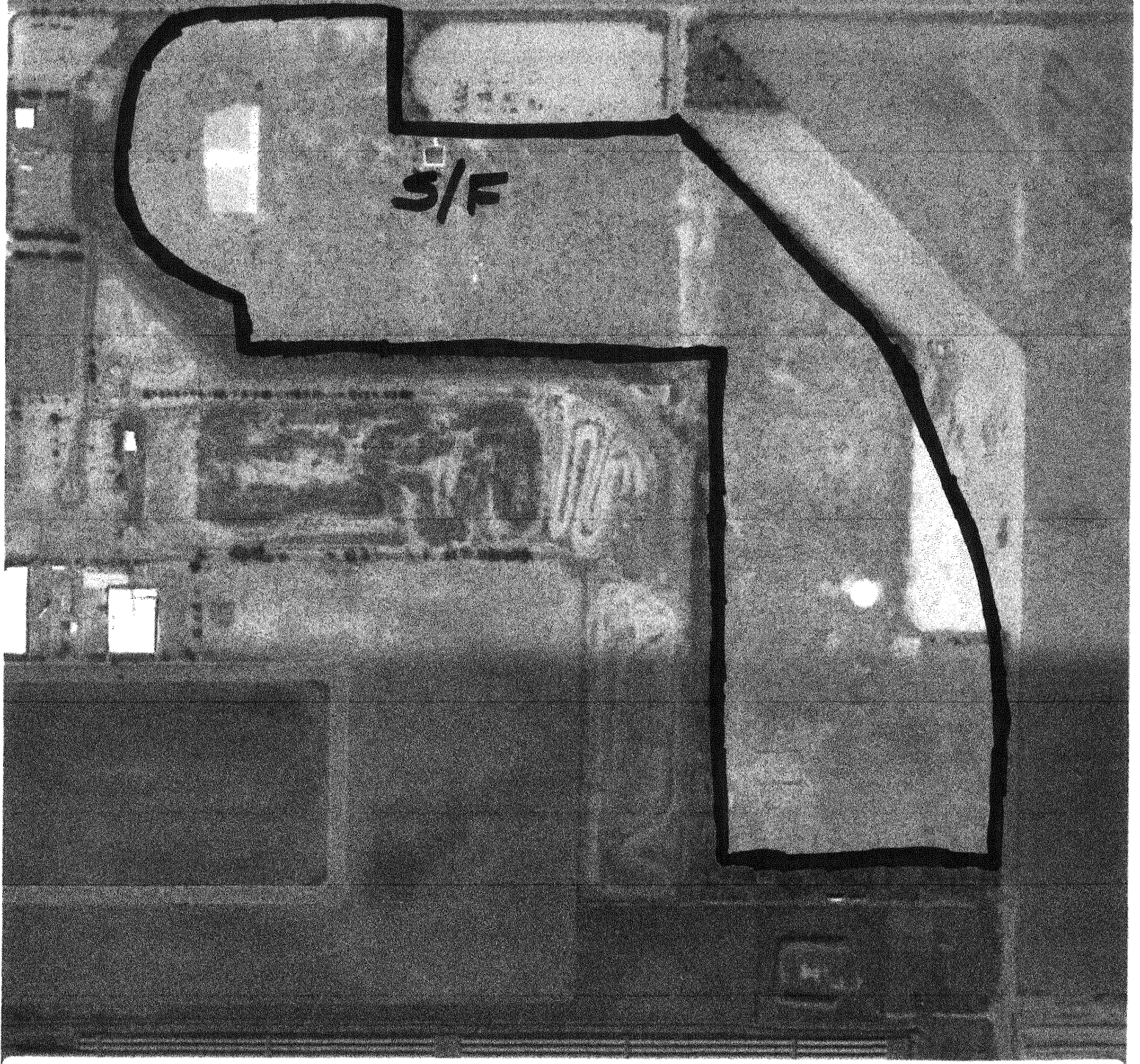
Conditions/Requirements for Special Event

**Porterville Pregnancy Center's 5k/10k
Porterville Sports Complex
April 4, 2020 from 7:00am-12:00pm**

- ▶ Aid stations and check points must be out of the roadway and not in a position to interfere with traffic.
- ▶ Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- ▶ Event staff on the race route should wear highly visible attire.
- ▶ For everyone's safety, all participants should be directed to stay away from the side of the roadways and not disrupt the normal flow of traffic.
- ▶ An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- ▶ Event organizers should contact the Police Department Watch Commander well in advance of the event to make any special requests not listed above. Watch Commander Lieutenants Brian Nix, Mark Azevedo and/or Richard Standridge can be reached at (559) 782-7410.

Josh Maniss, Lieutenant
Porterville Police Department

Exhibit B



Perimeter ?

1.53 mi ▾



Area

1,978,485 ft² ▾



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: DAVIDS THOMAS, #18-1811 W. San Lucia
Porterville, CA 93297
- 2 Address where amplification equipment is to be used: 2701 W. SCRANTON Ave Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: DAVIDS
- 4 Type of event for which amplification equipment will be used: Fundraiser GK Race
- 5 Dates and hours of operation of amplification equipment: 04/4/2020 7am-12pm
- 6 A general description of the sound amplifying equipment to be used: Microphone, hand held, loud

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 of the occupants of nearby residences.

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

Section 18-14

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

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

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

David Thomas 03/10/2020
Signature of Applicant Date

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

A. M. M. M. # 1121
City of Porterville, Chief of Police/Designee

3-10-20
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

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 have ADDITIONAL INSURED provisions or 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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting		
	PHONE (A/C, No, Ext): 800-426-2889	FAX (A/C, No): 260-459-5105	
	E-MAIL ADDRESS: info@sportsinsurance-kk.com		
	PRODUCER CUSTOMER ID:		
INSURED Porterville Pregnancy Center DBA: Porterville Pregnancy Resource Center 1279 W Henderson Ave #315 PORTERVILLE, CA 93257 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nationwide Mutual Insurance Company		23787
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W01695209

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		6BRPG0000007258700	04/04/2020 12:01 AM EDT	04/06/2020 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007258700	04/04/2020 12:01 AM EDT	04/06/2020 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: 5k 10 walk/ run Type of Event: Walk and Run Distance: 5K

Event Date (including ancillary events and set-up/tear-down): 4/4/2020 to 4/5/2020 Number of Participants: 100 Event Location: Porterville Sports Complex, 2701 W Scranton, PORTERVILLE

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Porterville
291 N. Main Street
Porterville, CA 93257
(Owner/Lessor of Premises)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Scott Michael

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) City of Porterville 291 N. Main Street Porterville, CA 93257	
Named Insured:	Porterville Pregnancy Center DBA: Porterville Pregnancy Resource Center
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval for Community Civic Event - Porterville Chamber of Commerce - Iris Festival - April 18, 2020

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold its 22nd Annual Iris Festival on Saturday, April 18, 2020, from 9:00 a.m. to 4:00 p.m. This year's festival will include a chili-cook-off, kid zone and merchant sidewalk sales, along with the usual entertainment, food and craft booths. The following request for street closures and public property usage are requested from 3:00 a.m. to 7:00 p.m.

STREETS:

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

SIDEWALKS:

Main Street from Olive Avenue to Morton Avenue;

PARKING LOTS:

Former J.C. Penney parking lot.

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

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

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: March 4th 2020 Event date: April 18, 2020
Event time: 9am - 4pm, closure 3am - 7pm
Name of Event: Porterville Iris Festival
22nd Annual
Sponsoring organization: Porterville Chamber Phone # (559) 784-7502
Address: 93 N. Main Street, Porterville, CA 93257
Authorized representative: Monte Reyes Phone # 784-7502
Address: same
Event chairperson: Wendi Correa Phone # 784-7502

Location of event Downtown Porterville - Main Street, Olive
to Marton (Location map must be attached)

Type of event: Festival - vendors, kids zone, entertainment,
chili cook-off, food booths

Non-profit organization status: 501(c)(6)

(IRS Determination)

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

Barricades (quantity): 90 Street sweeping Yes No X

Police protection Yes X No Refuse pickup Yes X No

Other: Special event officers

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/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)*

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 to the permit. **Claims-made policies are not acceptable.**

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

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

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

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

Porterville Chamber of Commerce		3/3/2020
(Name of Organization)	(Signature)	(Date)

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

Location: Main St. Olive to Marton Event date: 4/18/20 Event time: 9am-4pm
Street closures 3am-7pm

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Iris Festival

Sponsoring organization: Porterville Chamber of Commerce

Event date: April 18, 2020 Hours: Event: 9am - 4pm
Closure: 3am - 7pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Olive	Morton	Vendor Booths
Garden	Main	East Alley	Chili Cook off
Oak, Mill	Division	East Alley	Entertainment
Putnam	Division	East Alley	Military Display
Cleveland	Division	East Alley	
Thurman	Division	East Alley	
Harrison	Division	East Alley	

<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main	Olive	Morton	Merchant Sidewalk Sales

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
off Main St.	Parking Lot South of the Vault between Division and Main St.	3 rd Stage Music

Requirements for a Community Civic Event
Porterville Chamber of Commerce
22nd Annual Iris Festival
April 18, 2020

Finance Director:
M. Bemis

City Engineer:
J. Sanchez

Community Development Manager: No comment.
J. Phillips

Field Services Manager: Please coordinate refuse service with Wyndi
M. Knight Ferguson @ 555 N. Prospect Street, 559-782-
7518.

Fire Marshal: No comment.
C. Dignam

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

Police Lieutenant: Please see proposed conditions/requirements
J. Maniss in Exhibit B.

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

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Chamber of Commerce
Event: 22nd Annual Iris Festival
Event Chairman: Wendi Correa
Location: Main Street
Date of Event: April 18, 2020
Time of Event: 9:00 a.m. to 4:00 p.m.

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

**Iris Festival,
April 18, 2020**

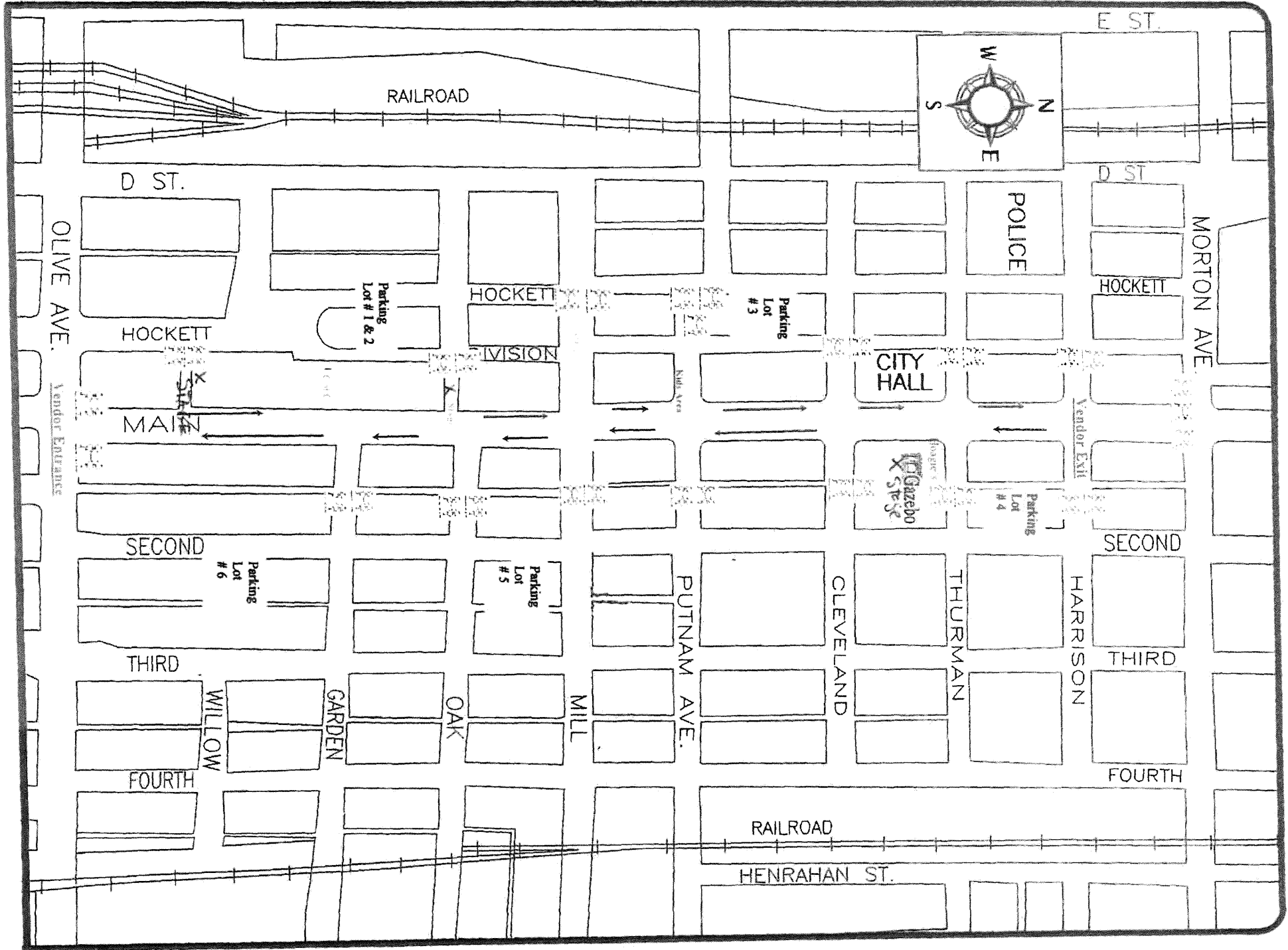
Proposed Conditions/Requirements for Iris Festival – Downtown Porterville

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

Josh Maniss, Lieutenant
Police Department

Exhibit B

* 2 barricades isn't enough, would like 3 barricades to close side streets



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



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

- 1 Name and home address of the applicant: Porterville Chamber of Commerce
93 N. Main Street, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main Street
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Chamber of Commerce
Zenith Sounds, KTIP
- 4 Type of event for which amplification equipment will be used: Iris Festival
- 5 Dates and hours of operation of amplification equipment: 4/18/20 9am-4pm
- 6 A general description of the sound amplifying equipment to be used: Outdoor PA system 300 watts

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

3/3/2020
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

3-5-20
Date



PORTCHA-01

JMADRIGAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2020

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 have ADDITIONAL INSURED provisions or 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 License # 0D44424 Walter Mortensen Insurance / INSURICA 126 N. Main Street Porterville, CA 93257	CONTACT NAME: Jacqueline Madrigal PHONE (A/C, No, Ext): (559) 560-3215 FAX (A/C, No): (559) 781-3229 E-MAIL ADDRESS: Jacqueline.Madrigal@INSURICA.com														
INSURED Porterville Chamber of Commerce 93 N. Main Street Suite A Porterville, CA 93257-3711	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : NOVA Casualty Company</td><td>42552</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NOVA Casualty Company	42552	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	CF1-ML-10000756-02	5/28/2019	5/28/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)
REFERENCE" IRIS FESTIVAL 2020 - Event Date April 17, 2020. Certificate holder is listed as an additional insured with respect to General Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
291 N 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF PORTERVILLE

291 N MAIN ST

PORTERVILLE, CA 93257-3737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



PORTCHA-01

JMADRIGAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2020

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PRODUCER License # 0D44424

Walter Mortensen Insurance / INSURICA
126 N. Main Street
Porterville, CA 93257

CONTACT NAME: Jacqueline Madrigal

PHONE (A/C, No, Ext): (559) 560-3215

FAX (A/C, No): (559) 781-3229

E-MAIL ADDRESS: Jacqueline.Madrigal@INSURICA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NOVA Casualty Company

42552

INSURED

Porterville Chamber of Commerce
93 N. Main Street Suite A
Porterville, CA 93257-3711

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	CF1-ML-10000756-02	5/28/2019	5/28/2020	EACH OCCURRENCE \$ 1,000,000
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						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)
REFERENCE" IRIS FESTIVAL 2020 - Event Date April 17, 2020. Certificate holder is listed as an additional insured with respect to General Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

Successor Agency to the City of Porterville
Redevelopment Agency
291 N Main Street
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SUCCESSOR AGENCY TO THE CITY OF PORTERVILLE REDEVELOPMENT AGENCY
291 N MAIN ST
PORTERVILLE, CA 93257-3737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Approval for Community Civic Event - American Cancer Society - Porterville Relay for Life Kick Off Event - March 29, 2020

SOURCE: Finance

COMMENT: The American Cancer Society, Inc. is requesting approval to hold a community civic event and fundraiser for Relay for Life members on March 29, 2020 at Centennial Park from 10 a.m. to 3:00 p.m. There will be no vendors or public speakers at this event. No street closures are requested.

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

RECOMMENDATION: That the City Council consider the attached Community Civic Event Application and Agreement submitted by the American Cancer Society, Inc., subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 2/14/2020 Event date: March 29, 2020
3/5/20 Event time: 10am- 3pm
Name of Event: Porterville Relay for Life Kick Off Event

Sponsoring organization: American Cancer Society Phone # 559-920-1677
Address: 2222 W. Shaw Ave #201 Fresno, CA 93711
Authorized representative: Kim Wallace Phone # 559-900-1126
Address: 2222 W. Shaw Ave #201 Fresno, CA 93711
Event chairperson: Rhonda Szeles Phone # 559-359-1587

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

Type of event: Relay for Life Kick Off Event

Non-profit organization status: Non-Profit

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 0 Street sweeping Yes No x
Police protection Yes No x Refuse pickup Yes No x
Other:

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

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

<u>Appr.</u>	<u>Deny</u>		
<u> </u>	<u> </u>	Bus. Lic. Spvr:	<u> </u>
<u> </u>	<u> </u>	Pub. Works Dir	<u> </u>
<u> </u>	<u> </u>	Comm. Dev. Dir.	<u> </u>
<u> </u>	<u> </u>	Field Svcs. Mgr.	<u> </u>
<u> </u>	<u> </u>	Fire Chief	<u> </u>
<u> </u>	<u> </u>	Parks Dir.	<u> </u>
<u> </u>	<u> </u>	Police Chief	<u> </u>
<u> </u>	<u> </u>	Admin. Svcs. Dir.	<u> </u>

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

 Authorized Representative Initial

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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

 Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

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

Porterville Relay for Life		2/14/2019
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Porterville Relay for Life Survivors Appreciation Event

Sponsoring organization: American Cancer Society

Location: Centennial Park Event date: 3/29/20 Event time: 10am - 3pm

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

[illegible]

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

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

Requirements for Community Civic Event
American Cancer Society, Inc.
Porterville Relay for Life Kick Off
March 29, 2020

Finance Director:
M. Bemis

Engineering/Project Manager Director:
J. Sanchez

Community Development Manager:
J. Phillips

Public Works Director:
M. Knight

Fire Marshal: No comments.
C. Dignam

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

Police Lieutenant: Please see proposed conditions/requirements
J. Maniss in Exhibit B.

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

Requirements for Community Civic Event

Sponsor: American Cancer Society, Inc.
Event: Porterville Relay for Life Kick Off
Event Chairman: Rhonda Szeles
Location: Centennial Park
Date of Event: March 29, 2020

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

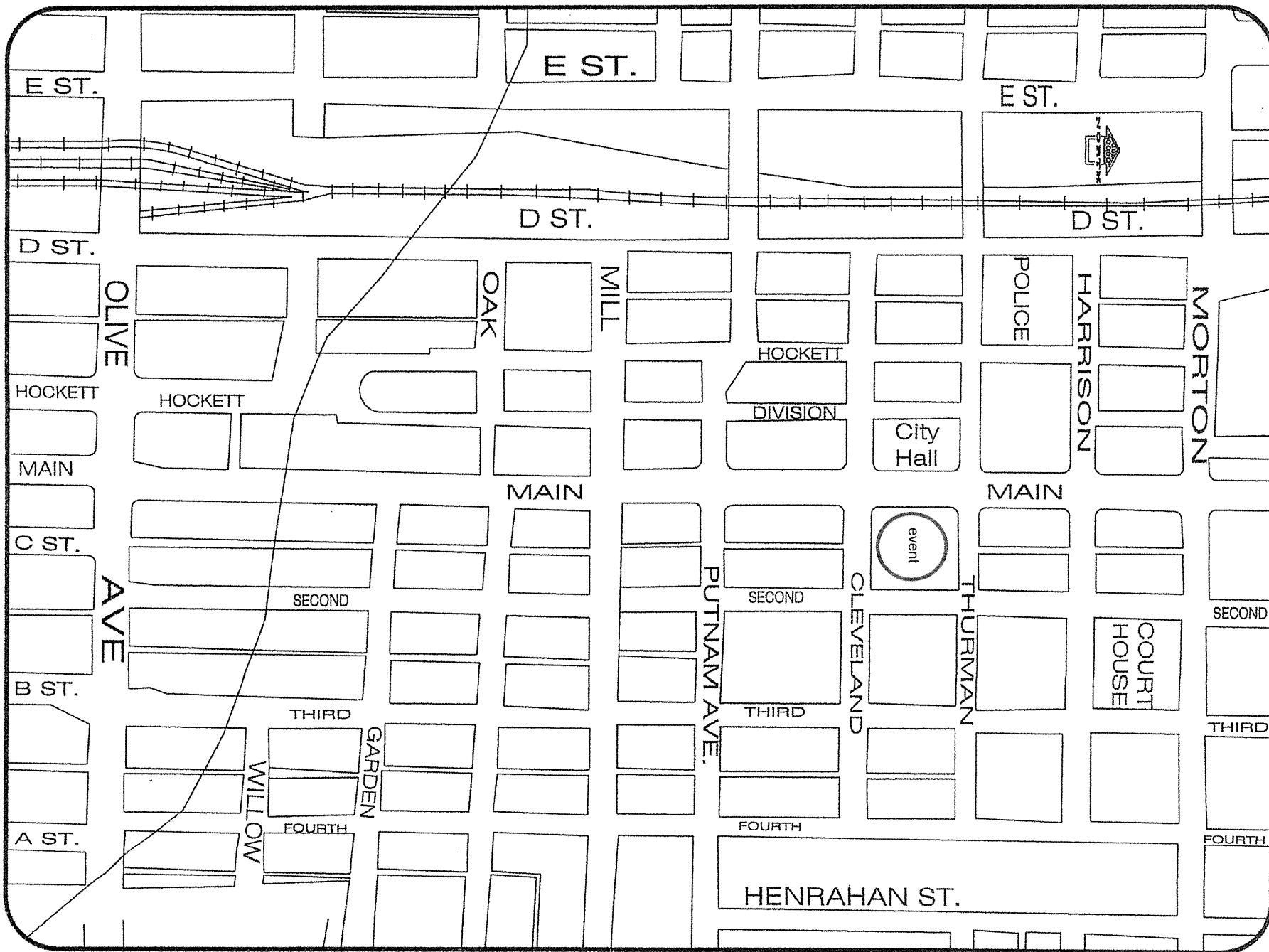
Porterville Relay for Life Kick Off
March 29, 2020, 10:00 am to 3:00 pm
Centennial Park

Proposed Conditions/Requirements for Relay for Life

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Lieutenant Josh Maniss
Porterville Police Department

Exhibit B



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



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

- 1 Name and home address of the applicant: Kim Wallace -
- 2 Address where amplification equipment is to be used: Centennial Park Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Kim Wallace -
Rhonda Szeles
- 4 Type of event for which amplification equipment will be used: Kick off event to Bring Awareness to our Porterville
Relay for Life 2020 event on October 3-4.
- 5 Dates and hours of operation of amplification equipment: 10am - 3PM
- 6 A general description of the sound amplifying equipment to be used: Mike and PA speaker

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 of the occupants of nearby residences.

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

Section 18-14

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

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

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

Kim Wallace
Signature of Applicant

2/14/2020
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.

D. Mammoo
City of Porterville, Chief of Police/Designee

3-5-20
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2019

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

PRODUCER Commercial Lines – (404) 923-3700 USI Insurance Services LLC 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Jennifer Lefler PHONE (A/C, No, Ext): 470-875-0441 FAX (A/C, No): 610-537-1929 E-MAIL ADDRESS: jennifer.lefler@usi.com														
INSURED American Cancer Society, Inc. 250 Williams Street, NW 4th Floor Atlanta, GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 14503157

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: Event	X		HDOG71448162	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: COIR00009506; Relay for Life of Porterville; Centennial Park Events March 29 and June 7, 2020

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency are included as an additional insured in accordance with the terms and conditions of the general liability policy and only if required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency
291 N. Main Street
Porterville, CA 93257

Event:

COIR00009506; Relay for Life of Porterville; Centennial Park Events March 29 and June 7, 2020 (mm)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – MARCH 17, 2020

SUBJECT: Cancellation of Special Meeting of the City Council for March 24, 2020

SOURCE: City Manager's Office

COMMENT: At its meeting on February 4, 2020, the City Council approved the scheduling of a Special Meeting for Tuesday, March 24, 2020, for the purposes of conducting its annual setting of goals and objectives. Unfortunately, due to the local development of the COVID-19 coronavirus and resulting State and County Declarations of Emergency, it is recommended that governmental agencies limit its public meetings in an effort to limit the public's communicable exposure to the virus. In addition, due to the recent catastrophic fire event, staff has been delayed a couple of weeks in the development of the upcoming 2020-2021 fiscal year budget, which the Council's annual setting of goals and objectives is a critical component. It is staff's request and recommendation that the Council cancel its Special Meeting of Tuesday, March 24th, and conduct its annual setting of goals and objectives at its regular meeting on Tuesday, April 7, 2020.

RECOMMENDATION: That the City Council consider the cancellation of its Special Meeting of March 24, 2020.

ATTACHMENTS:

1. Governor Executive Order
2. CDPH Mass Gathering Guidance
3. TCHHSA Mass Gathering Guidance

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

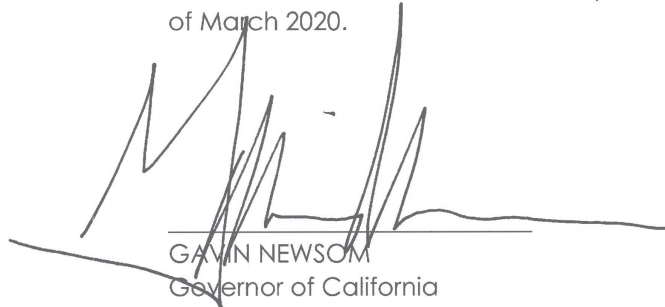
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED 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 of this Order.

This 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.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



To protect public health and slow the rate of transmission of COVID-19, gatherings as described below should be postponed or canceled across the state of California for at least the remainder of the month of March.

The California Department of Public Health finds the following:

- Large gatherings that include 250 people or more should be postponed or canceled.
 - This includes gatherings such as concerts, conferences, and professional, college, and school sporting events.
- Smaller gatherings held in venues that do not allow social distancing of six feet per person should be postponed or canceled.
 - This includes gatherings in crowded auditoriums, rooms or other venues.
- Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people.
 - This includes gatherings such as those at retirement facilities, assisted living facilities, developmental homes, and support groups for people with health conditions.
- A “gathering” is any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.

This applies to all non-essential professional, social, and community gatherings regardless of their sponsor. Gatherings that do not meet the aforementioned criteria should only be conducted when they are essential—that is, if the activity is essential and could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

What will this achieve?

The timely implementation of aggressive strategies that create social distance and those that reduce close contact of people not regularly together, including limiting gatherings, has proven effective in prior pandemics at delaying rates of transmission and reducing illness and death.

By decreasing the prevalence of disease across California we will:

- Reduce the number of Californians who contract COVID-19 before an effective treatment or vaccine is available.
- Protect those most likely to experience severe symptoms, such as older Californians and those with underlying chronic conditions.
- Preserve and protect our health care delivery system, including our health care workforce, so they can care for the least healthy individuals in the community for any medical condition, not just COVID-19.
- Minimize the social and economic impacts of COVID-19 over the long run.

How long will these limitations apply?

This guidance will remain in place at least through the month of March. As with all guidance that relates to COVID-19 response, authorities will revisit this guidance on a regular basis to evaluate the continued public health need for it and to evaluate if any elements need to be changed. To stay informed, continue to monitor this link:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx>

What is Social Distancing and how is it achieved?

Social distancing is a practice recommended by public health officials to stop or slow down the spread of contagious diseases. It requires the creation of physical space between individuals who may spread certain infectious diseases. The key is to minimize the number of gatherings as much as possible and to achieve space between individuals when events or activities cannot be modified, postponed, or canceled.

Although the Department expects most events with more than 250 attendees to be postponed or canceled, we emphasize that the venue space does matter. Achieving space between individuals of approximately six feet is advisable. Additionally, there is a particular focus on creating space between individuals who have come together on a one-time or rare basis and who have very different travel patterns such as those coming from multiple countries, states or counties.

What can be done to make a gathering safer if it is essential or small?

- Stagger activities.
- Add frequency of an event to spread out attendance, e.g. hold more, smaller gatherings.
- Add distance between where individuals sit or stand around tables.
- Add additional hand washing stations and restrooms.
- Limit the number of people in lines.
- Avoid direct physical contact, such as hand-shaking, holding hands, and hugging.
- Extend hours to allow for staggering of attendance or participation.
- Use phones, videos or video conferencing to reduce the need for close interactions.
- Consider ways to encourage anyone with fever and respiratory symptoms to stay home when sick, such as
 - Offering refunds or support reselling of tickets for persons who become ill.
 - Placing messages on websites, tickets, and venue entrances reminding people to protect one another by staying home if sick.

Examples of Essential Events this Does Not Apply To

The goal of this recommendation is to prevent people physically coming together unnecessarily, where people who have the infection can easily spread it to others. This guidance does not apply to activities such as attendance at regular school classes, work, or essential services.

Please see the [guidance for schools](#) document for additional information.

Certain activities are essential to the functioning of our state and must continue. Hence, this does not apply to essential public transportation, airport travel, or shopping at a store or mall. Other [specific guidance](#) can be found on the CDPH website to help people take actions that can protect them in those settings.

This does not apply to congregate living situations, including dormitories and homeless encampments. For more information on what can be done to protect homeless individuals, please see the [Guidance for Homeless Assistance Providers on Novel Coronavirus \(COVID-19\) \(PDF\)](#).



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Director • Public Health Branch Director
Karen Haight, MD, MPH • County Health Officer

March 12, 2020

Mass gathering Guidance

Tulare County Health & Human Services Agency (HHSA) realizes that there are multiple planned events scheduled for through various communities in Tulare County. A “gathering” is any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.

We ask that anyone organizing events follow the guidance provided by Governor Gavin Newsom and the state’s public health experts.

The California Department of Public Health finds the following:

- Large gatherings that include 250 people or more should be postponed or canceled.
 - o This includes gatherings such as concerts, conferences, church services/masses, and professional, college, and school sporting events.
- Smaller gatherings held in venues that do not allow social distancing of six feet per person should be postponed or canceled.
 - o This includes gatherings in crowded auditoriums, churches, rooms, and other venues.
- Gatherings of individuals who are at higher risk for severe illness from COVID-19, such as older adults, people with chronic illnesses, and those with compromised immune systems, should be limited to no more than 10 people.
 - o This includes gatherings such as those at retirement facilities, assisted living facilities, developmental homes, and support groups for people with health conditions.
 - o HHSA advises people who are a part of a more vulnerable population avoid large gatherings. They should also stay home as much as possible, closely track their health, and consider having family, friends, or community supports bring in food and supplies.

We understand that many youth sports are starting their season and could be affected by these recommendations. We encourage you to take appropriate measures as outlined above when planning for any upcoming sporting events.

Please visit <http://www.oesnews.com/california-public-health-experts-mass-gatherings-should-be-postponed-or-canceled-statewide-to-slow-the-spread-of-covid-19/>