

**SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 24, 2021, 4:30 PM**

The City of Porterville City Council will hold a Special City Council Meeting on February 24, 2021 via live stream only. No physical meeting address will be provided and said meeting will be conducted remotely.

Pursuant to Executive Order N-29-20, signed by Governor Newsom on March 17, 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 participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>. Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud for Council consideration during Oral Communications or during any public hearings as applicable. Members of the public are encouraged to submit comments prior to 4:30 p.m., Wednesday, February 24, 2021, to participate in this meeting. Staff will periodically check for emails that may have been submitted after 4:30 p.m., however it is not guaranteed that those emails will be read prior to Council action.

Alternatively, this meeting will also be available via Zoom using the following information

Topic: Special City Council Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/98700453392?pwd=MktYV2VOaTZPZXRjNGpOVmgvZGFVZz09>

Or via Telephone: **1-669-900-6833** *Webinar ID:* **987 0045 3392** *Passcode:* **170522**

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

Pledge of Allegiance Led by Council Member Stowe

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.

SCHEDULED MATTERS

1. Approval for Community Civic Event - The Barn Theater - Barn Theater Pop-Up Vendor Fundraiser - February 27, 2021

Re: Considering approval of an event to take place at the Barn Theater on Saturday, February

27, 2021 from 11am-4pm.

ADJOURNMENT - to the meeting of March 2, 2021.

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 – FEBRUARY 24, 2021

SUBJECT: Approval for Community Civic Event - The Barn Theater - Barn Theater Pop-Up Vendor Fundraiser - February 27, 2021

SOURCE: Finance

COMMENT: The Barn Theater is requesting approval to hold a Pop-up Vendor Fundraiser event at its location, 42 South Plano Street, on Saturday, February, 27, 2021 from 11:00 a.m. to 4:00 p.m. The event is requested to assist in raising funds for The Barn Theater to continue its work with live community theater. The applicant commits to follow all State-mandated COVID-19 guidelines. The current Revocable License Agreement between the City and the Barn Theater does not allow for the profit of any individual or enterprise, which the City Council would need to authorize to override the Agreement to allow the requested vendors to operate.

This request is made under the Community Civic Events Ordinance No. 326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all Departments involved. In addition, this application has been reviewed by the City Council's COVID-19 Ad Hoc Committee. The requirements are listed on the attached copy of the application and agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council consider approval of the Community Civic Event Application and Agreement from The Barn Theater, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A, Exhibit B and Exhibit C of the Community Civic Event Application.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Map and Certificate of Liability Insurance.
2. Letter from The Barn Theater
3. Barn Theater Revocable License Agreement

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: 02/04/2021 Event date: 02/27/2021
Event time: 11am - 4pm
Name of Event: Barn Theater Pop Up Fundraiser

Sponsoring organization: The Barn Theater Phone # 559-359-9815
Address: 42 S. Plano
Authorized representative: Denise Everhart Phone # 559-359-9815
Address: 1987 W. Monarch Ave
Event chairperson: Kate Smith Phone # 559-719-0497
Denise Everhart 559-359-9815
Location of event 42 S. Plano / The Barn Theater

(Location map must be attached)

Type of event: Pop Up Vendor fundraiser

Non-profit organization status: yes. we have our 501C3
(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 6 if possible Street sweeping Yes No X
Police protection Yes No X Refuse pickup Yes No X
Other:

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

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

lll 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 to the permit. **Claims-made policies are not acceptable.** ** There will be no alcohol **

lll 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.

lll 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.

lll 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.

** not applicable ** *lll* 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.

<i>The Barn Theater</i>	<i>Denise A. Buchart</i>	<i>02/05/2021</i>
(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: 425 Plano Event date: 02/27/2021 Event time: 11am-4pm

Cute K_ychains	Porterville	5593597929	Self defense keychains / Lanyards
Soy Oler	Visalia	5596181224	We up-cycle beer cans and wine bottles and turn them into soy candles
Uncommon mom	Porterville	5599203401	personalized items, mugs, tumblers, leather keychains, and more
Antiques/Collectibles	Porterville/Ca yucos	5593592826	Antiques/collectibles
* Sparkly habits	Porterville	5593596221	Paparazzi/Handmade Native American jewelry
C&E Confections	Porterville	5593509070	Baked goods
Whatever	Porterville	9999999999	Whatever
Porterville Garden Club	Porterville	5597833245	Promoting membership <i>non-profit</i>
Bubba's Creations	Porterville	(559)854-0134	Customize cups tumblers phone cases masks shirts doormats
* Pink Heals Tulare County Chapter	Terra Bella	5599078181	Purses and wallets <i>n</i>
* ADI's Accessories	Porterville	5593338778	Mexican accessories
Denise's food	Porterville	5555555555	Biscuits <i>non-profit</i>
Mary Kay Independent Beauty Consultant	Springville	5593619818	Skincare and Make-up

* = these vendors have a city of Porterville Business License

All others will be paid to the City of Porterville the \$1.00 day permit vendor fee By The Barn Theater following the event as stated in the application

Genia's Garden	porterville	5595447765	Pottery, succulents, cacti, house plants, arrangements
Color Street by Priscilla Benas	Springville	5593616295	Color Street nail polish strips
SweetPeaLuxe	Porterville	(559)339-8383	Acrylic keychains Acrylic name badge reels popsockets snowglobe tumblers, glitter gel pens and customized Starbucks cold cups
The Pampering Green Witch	Visalia	559-736-5908	Handmade soaps, milk baths, bath salts, lip scrubs, lip balm, body scrub, heating balm and shower steamers
On Pointe Scents and Vanessa Painted Nail Obsession	Wasco	661-440-8287	Scentsy/ warmers and melts Colorstreet/nail polish
Kim's Essential Candle Shop	Lindsay Ca	5599208543	Candles and wax melts
Dana's Drip	Porterville	(559)310-9733	Will be selling gummies with my home made candy and fresh fruit waters with my Homemade fruit rim paste candy.
Beef jerky	Visalia	559 690 5527	Beef jerky packaged many flavors
Simply Meant To Be Scentsy	Porterville	5593100558	Warmers, Wax Bars, air fresheners, & mini warmers.
Barn Theater	Porterville	5597190497	Food <i>non-profit</i>
The social succulent	Visalia	559 786 9679	Succulents, cactus and succulent arrangements
Hailiesunicbows	Porterville	5595449813	Handmade Bows
Oh my beads	Porterville	5597894486	Handmade jewelry such as: Beaded bracelets, anklets, necklaces Stamped rings, bracelets, and keychains Wrapped rings and keychains
Dazzled Crafts by Maxx	Porterville	5595480541	Keychains pens badge reels Wood signs lash holders phone grips hair clips

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: Barn Theater Pop Up fundraiser

Sponsoring organization: Porterville Barn Theater

Event date: 02/27/2021 Hours: 11am - 4pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

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

Requirements for Community Civic Event
The Barn Theater
Barn Theater Pop-up Fundraiser
February 27, 2021

Finance Director:
M. Bemis

City Engineer:
D. Cervantez

Community Development Manager:
J. Phillips

Public Works Director
M. Knight

Fire Marshal:
C. Dignam

Please see notes from Fire Department
in Exhibit C.

Parks and Leisure Services Director:
D. Moore

Police Lieutenant:
J. Maniss

Please see conditions/requirements
for special event in Exhibit B.

Administrative Services Director:
P. Hildreth

See Exhibit A, page 2.

Requirements for Community Civic Event

Sponsor: The Barn Theater
Event: Barn Theater Pop-up Fundraiser
Event Chairman: Kate Smith
Location: The Barn Theater
Date of Event: February 27, 2021
Time of Event: 11:00 pm – 4:00 pm

RISK MANAGEMENT: Conditions of Approval

That The Barn Theater 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/POLICE DEPARTMENT
Community Civic Event Application**

**Barn Theater Pop UP Fundraiser
February 27, 2021 / 11:00AM – 4:00PM**

Proposed Conditions/Requirements:

- City Council approval is required for all street closures.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- 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.
- Event organizers shall ensure all state and local guidelines pertaining to COVID-19 are adhered to.

Josh Maniss, Lieutenant
Porterville Police Department

Re: CCE-Barn Theater Pop-up Fundraiser

Clayton Dignam <cdignam@ci.porterville.ca.us>

Wed 2/17/2021 5:06 PM

To: Anita Gustuson <agustuson@ci.porterville.ca.us>

Fire Notes,

Distances between canopies are required to be twelve feet (12') between groups of four 10x10 canopies.

Canopies shall have an affixed and legible tag showing the material is fire resistant.

Fire Extinguishers with a current tag shall be placed at locations where they are accessible within seventy-five feet (75') of walking distance, number to be determined by event layout.

No open flame heating devices allowed, Heaters shall be listed for outdoor application and used in accordance with manufacturers guidelines.

All food vendors shall have current Tulare County Health Department Permit.

Event organizer should contact Fire Marshal for clarification on requirements.

Thank you,

Clayton Dignam

Fire Marshal



Porterville Fire Department

(559) 782-7526 Main

(559) 791-7834 Fax

Exhibit C

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: Barn Theater
Mailing: P.O. Box 108 Porterville, CA 93258 / physical: 42 S. Plano
- 2 Address where amplification equipment is to be used: 42 S. Plano
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Charles Hickinbotham 1600 Thurman Ave. Porterville
- 4 Type of event for which amplification equipment will be used: Pop Up Fundraiser
- 5 Dates and hours of operation of amplification equipment: 11am - 4pm
- 6 A general description of the sound amplifying equipment to be used: Bluetooth Speakers
*music is low key/background and non-offensive

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.

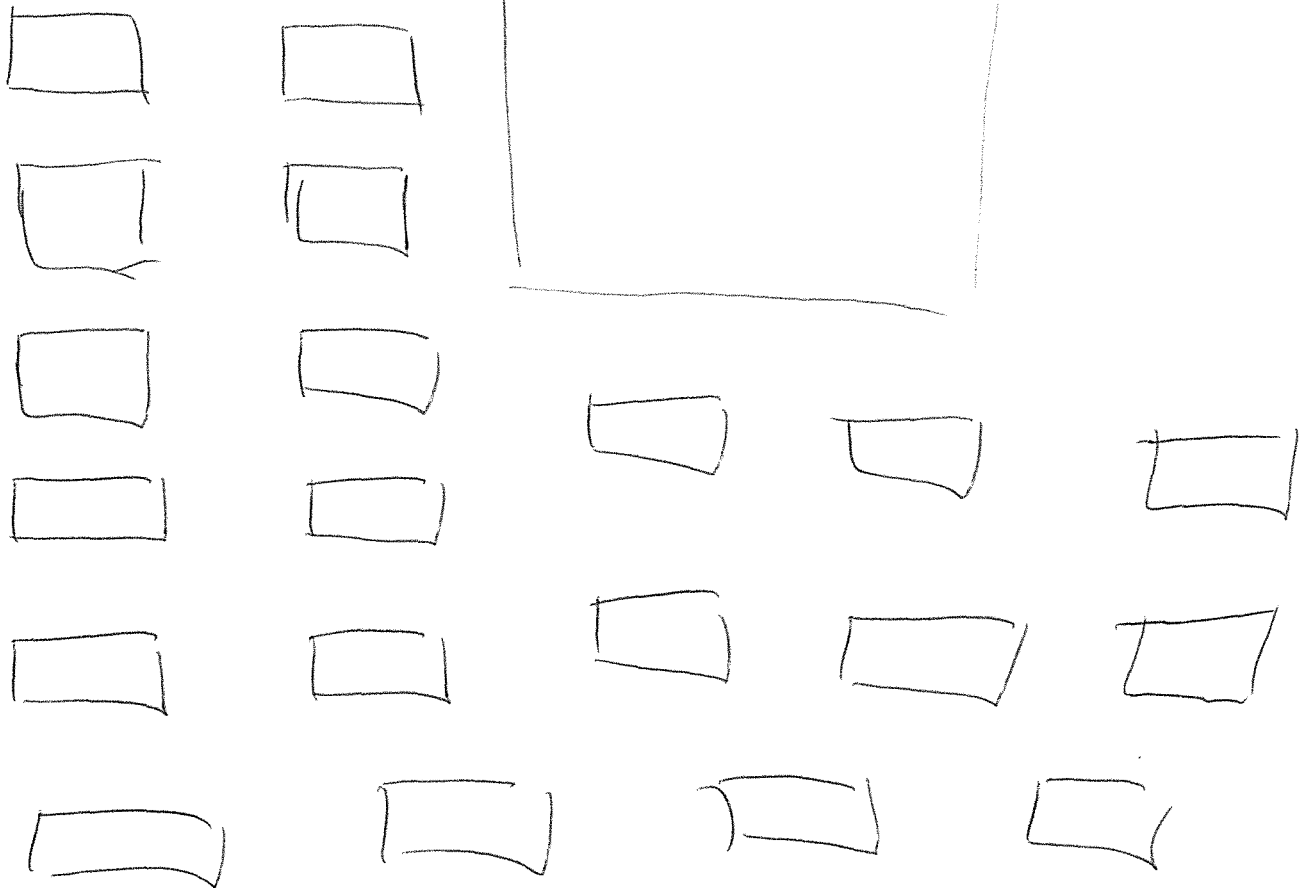
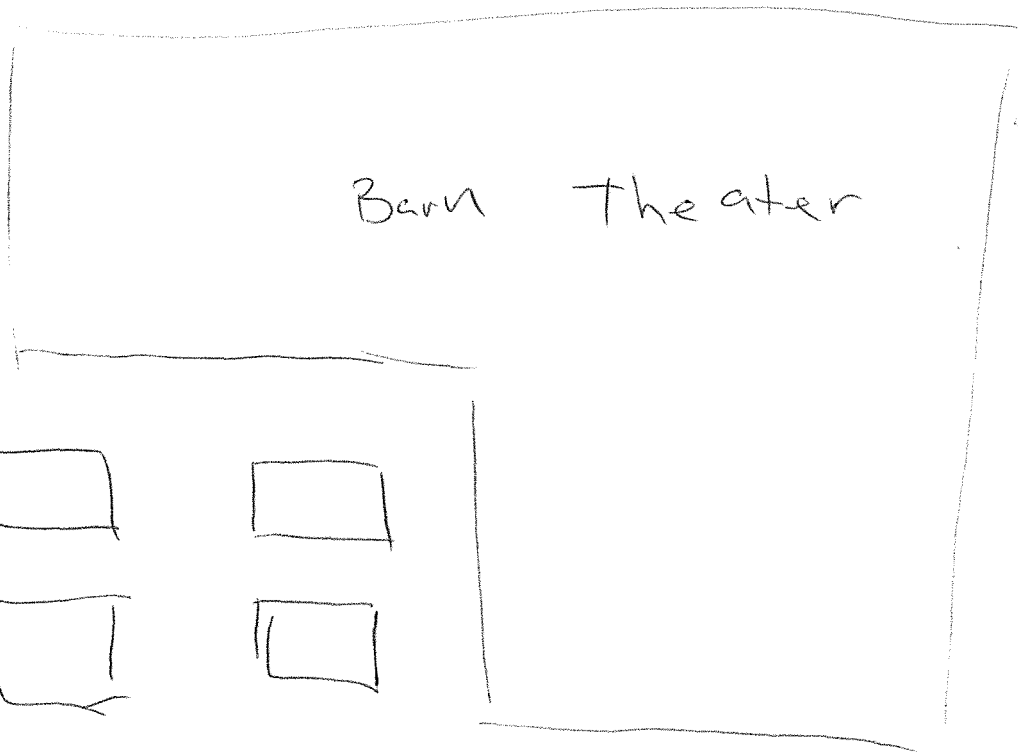
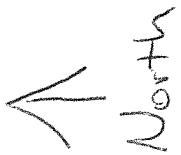
Lorise Burkhardt
Signature of Applicant

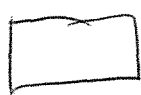
02/05/2021
Date

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. Mamm # 4121
City of Porterville, Chief of Police/Designee

2/17/21
Date



 = Vendor
10' x 10' area
6' apart from
each Vendor

Plano Street



BARNTHE01C

MHERNANDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2021

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 PO Box 1960 Porterville, CA 93258	CONTACT NAME: Mayra Hernandez	
	PHONE (A/C, No, Ext): (559) 784-5113 FAX (A/C, No):	
	E-MAIL ADDRESS: Mayra.Hernandez@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Insurance Alliance of CA, Inc.	NA
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Barn Theatre (The)
Denise Everhart
P.O. Box 108
Porterville, CA 93258

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		2020 05111	12/5/2020	12/5/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Hired & non-owned						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	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)

Certificate Holder is 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. per attached form GC2026 04/13.

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
Successor Agency to the Porterville Redevelopment Agency
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

POLICY NUMBER: 2020-05111
Named Insured: Barn Theatre (The)

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.

TO WHOM IT MAY CONCERN:

As this is the second set of required paperwork submitted for this event, we are asking the City of Porterville to please expedite the processing and approval of our event.

We are struggling monthly to meet our finances and this monthly event will help us tremendously. We have been a part of this community since 1948 and would to continue to keep live theater alive in our beloved community. We thank you in advance for your time and greatly appreciate you.

THANK YOU,

The Barn Theater Board of Directors

BARN THEATER VENDOR POP UP EVENT

****The Barn Theater takes the health and safety of all individuals very seriously. We are committed to providing a safe place for all members of our beloved community and promise to follow ALL state mandated COVID-19 guidelines to ensure that fundraising events like this will be able to continue in the future.**

SINCERELY,

**Denise Everhart
President
Porterville Barn Theater
(559)359-9875**

* 501 C3 non profit
* Tax ID#
94-2572725

Vendor Pop Up
Barn Theater
42 S Plano Ave

- *All vendor booths will be hosted in a 10ft X 10ft area.**
- *All vendors will wear masks and provide hand sanitizer for the duration of the Pop Up, including disinfecting between customers.**
- *Entrance and exit will be manned with a Barn Theater volunteer at all times to ensure there isn't overcrowding.**
- *Vendor parking will be located behind the Barn and to the North of the Barn leaving the parking lot available for patrons.**
- *The Pop Up is a fund raiser for the Barn Theater to meet monthly finances. Each Vendor is donating a \$20 booth fee to the Barn Theater.**
- *Public restrooms will not be made available to customers.**
- *The Barn Theater will have several volunteers walking around the Pop Up event to ensure that all CDC safety guidelines are being met.**

***The Barn Theater will provide the \$1 day permit vendor fee for the vendors without a City of Porterville business license as required by the City of Porterville in the permit application as requested.**

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into the 18th day of April, 2017, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called the Licensor, and the BARN THEATER, a non-profit corporation, hereinafter called the LICENSEE:

WITNESSETH:

WHEREAS, the LICENSOR is the owner of the hereinafter described real Property; and

WHEREAS, the property is deemed suitable, necessary, and proper by the LICENSOR and the LICENSEE for use by the LICENSEE in carrying on and conducting a community enterprise of a non-profit, non-political, and non-religious nature for which the LICENSEE has been incorporated and organized, and is now engaged in, carrying on and conducting as a community enterprise, and for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville Area, and not for the profit of any individual or enterprise.

NOW, THEREFORE, it is hereby covenanted and agreed between the LICENSOR and the LICENSEE as follows, to wit:

1. The real property herein referred to and covered by the terms of this license is that certain real property situated in the City of Porterville, County of Tulare, State of California, described as follows to wit:

Beginning at the Northwest corner of Northeast Quarter of Section 36, Township 21 South, Range 27 East, MD. B & M., said point being on the East Line of Plano Street in the City of Porterville, County of Tulare, State of California; thence South 3°55' East along the easterly line of said Plano Street 375 feet to the point of beginning of the parcel being described; thence East 170 feet; thence South 7° East 375 feet, more or less, to the Northwesterly line of Park Drive; thence southerly and westerly along said westerly and northerly line of Park Drive 200 feet, more or less, to the easterly line of the said Plano Street; thence northerly along the easterly line of said Plano Street 500 feet, more or less, to the point of beginning. Excepting therefrom, the westerly 20 feet measured

at right angles to said easterly line of Plano Street,
and also excepting such portions thereof as may be required
for the widening of Park Drive.

2. That the LICENSOR for and in consideration of the promises, covenants, agreements, and stipulations herein contained on the part and behalf of the LICENSEE to be paid, kept and performed, at the time and in the form and manner herein specified, with time being made the essence hereof, hereby grants to the LICENSEE a license to engage, use and employ the described real property together with the appurtenances thereon for the purpose of carrying on and conducting as a community enterprise for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville Area a theatre group in accordance with the By-laws and Articles of Incorporation of LICENSEE. The LICENSEE shall use and employ the real property together with the improvements thereon exclusively for the usual and customary theatrical activities of the LICENSEE; and no business, retail, or wholesale, activities or enterprises shall be carried on or conducted for profit or be allowed, suffered, or permitted to be carried on at or upon the property during the terms of this license, except as otherwise specified in this Agreement. LICENSEE shall be allowed to grant a sublicense, for a period of not more than two (2) consecutive days to other individuals and organizations for the use of the premises, provided that LICENSEE does this no more than five (5) times per year, and LICENSEE complies with the requirements of this Agreement, including, but not limited to, Paragraphs 5, 16, 17, 18, and 19.
3. The LICENSEE agrees at all times during the term of license to use, the described real property together with improvements thereon, solely and exclusively for activities of the LICENSEE presently authorized by its Articles of Incorporation and By-laws, it being further stipulated that no substantial amendment to the Articles or By-laws of the LICENSEE may be used to amend, extend, or modify the terms and provisions of this license without first obtaining the express written consent of the LICENSOR.
4. The Parties further agree that all of the terms, provisions, stipulations, agreements, and conditions herein contained on the part and behalf of the LICENSEE to be paid, kept, and performed, shall be and the same are hereby expressly declared to be continuing conditions, covenants and agreement by precedent to any right on behalf of the LICENSEE to enjoy or exercise any of the rights or privileges granted by this license.
5. LICENSEE agrees that in the use, employment and enjoyment of this license by the LICENSEE, the LICENSEE shall not suffer, allow, or permit any religious discrimination, political discrimination, race discrimination, or any

other form of illegal discrimination to be engaged in, conducted, carried on, or participated in by the LICENSEE or any agent, employee, or servant of the LICENSEE in carrying on or conducting any of the activities of the LICENSEE with reference to the use, employment and enjoyment of this license.

6. That during the entire term of this license, the LICENSEE shall at all times maintain with the State of California its status as a non-profit corporation.
7. That the term of this license shall commence as of April 18, 2017, for a period of twenty-five (25) years, ending at midnight on April 17, 2042. The parties may agree to extend this Agreement to be reviewed and adjusted for an additional (1) year, with the terms of said Agreement to be reviewed and modified as the parties deem appropriate prior to renewal.
8. The LICENSEE stipulates and agrees that in the occupancy of the real property and the improvements thereon that the LICENSEE shall not suffer, allow or permit any waste to be committed thereto or thereon, nor shall the LICENSEE suffer, allow, or permit any mechanic's lien or other liens to be filed upon the real property or any of the improvements thereon; nor shall the LICENSEE suffer, allow, or permit the building or permanent improvement thereto, other than trade fixtures, to be removed from the real property during the term hereof without permission of the LICENSOR first had and received.
9. The LICENSOR shall have the free right at all times by its authorized agents or representatives of entry upon the property and into, upon, and about the improvements thereon for purposes of inspection and posting of any legal notices thereon.
10. That any and all signs erected or maintained by the LICENSEE upon the property or any of the improvements thereon shall fully comply with and conform to all regulations and standards of the City of Porterville now in force or which may hereafter be in full force and effect.
11. The LICENSEE shall of its own proper cost and expense, and without any cost, charge, or expenses to the LICENSOR, pay and discharge when due and before delinquent all light, electric power, water, gas, telephone, garbage removal, all utilities, and all other occupation charges for the premises and the same shall not be suffered, allowed, or permitted to become a charge or lien upon the real property.
12. It is expressly stipulated and agreed herein that the LICENSOR shall not be called upon, expected to, nor shall the LICENSOR, pay and discharge any costs whatsoever arising from or in any connection with the use and enjoyment of

this license by the LICENSEE or in the use and enjoyment of any of the improvements placed upon the property by the LICENSEE.

13. The LICENSEE shall at all times during the terms of this license keep and maintain all of the buildings, fixtures, and grounds directly adjacent to the building. LICENSEE shall ensure the same is kept in good order and repair, inside and outside, together with all fixtures and appurtenances used and employed in the occupancy/license of the real property and the improvements thereon, including sewer lines, plumbing fixtures, electrical fixtures and all conveniences or necessities used and employed by the LICENSEE in the occupancy of the premises; and the LICENSEE shall at its sole cost and expense from time to time, as the needs may arise therefore, make renewals and replacements thereof in first class modern character and efficiency. LICENSOR shall maintain the turf area, parking lot, and prune trees when necessary.
14. The LICENSEE shall promptly and completely observe, comply with, and conform to all present and future applicable federal, state and local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on this premises. This includes, but is not limited to, State and Federal discrimination and disability laws and regulations. LICENSEE shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance, or regulations. Failure to comply is grounds for immediate termination of this License by LICENSOR, and any notice requirements required pursuant to this Agreement shall not apply.
15. LICENSEE must maintain all outdoor consumption of beer, wine and distilled spirits within the outdoor forty by 100 foot fenced in consumption area.
16. LICENSEE shall not make any alterations, improvements, additions or any other structural or building changes without the prior written approval of the LICENSOR.
17. The LICENSEE shall not suffer, allow, or permit any property, properly or legally assessable to the LICENSEE, to be assessed against the LICENSOR or against the real property or for which the LICENSOR shall be liable or responsible to pay, or for the same to become a charge or lien upon the real property. In the event any possessory interest tax is assessed as a result of this Agreement, LICENSEE shall pay and be responsible for the full amount assessed.

18. It is expressly stipulated, covenanted and agreed that this license shall not be assigned, transferred, mortgaged or hypothecated in any manner; nor shall the buildings or improvements or facilities used and employed by the LICENSEE in enjoying this license be sublicensed without the prior written consent of the LICENSOR's *Parks and Leisure Services Director or his Designee*; for each such assignment or sublicensing, it being further stipulated that the consent by the LICENSOR to any one assignment/sublicense shall not be construed as a consent to any further of additional assigning or sublicensing.
19. The LICENSEE covenants and agrees at all times during the term of the license to keep and maintain all buildings, structures, and insurable improvements on or pertinent to the real property fully insured (with LICENSOR named as an additional insured) for the replacement value to insure that the building can be replaced in the event of a fire with comprehensive coverage and in an amount and in such company or companies as may be acceptable to the LICENSOR; and all such policies of insurance shall be delivered to and held by the LICENSOR, except, however, that if the improvements shall have a mortgage thereon, a mortgage loss clause may be attached thereto in favor of such mortgage to the extent of the outstanding balance due on the aforesaid construction loan.
20. The LICENSEE, as a material part of the considerations to be rendered to the LICENSOR for the granting of the license, and to the fullest extent permitted by law, covenants and agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold LICENSOR harmless and free from all liability and claims for damages by reason of any injury to any person or persons, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with said licensed premises, or the premises adjacent thereto during the term of license or any extension thereof. It is further stipulated and agreed that the LICENSEE shall save, indemnify, and defend the LICENSOR, all of its officers, agents and employees of and from all claims, demands, actions or causes of actions arising from or in any way connected with the occupation and of the demised premises, *including but not limited to any sublicense or use by other parties*, together with all costs and attorney's fees; that at all times during the term of this license, LICENSEE shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully prepaid thereon Two Million Dollars \$2,000,000.00 for personal injury and property damage (*covering all occupation and use of the premises*) combined single limits with liquor and product liability, and shall file with the LICENSOR the original policies and/or certificate thereof.
21. If the LICENSEE shall fail, neglect, or refuse to pay, do, or perform any of the terms, stipulations, promises, covenants, conditions, or agreements hereof on

its part and behalf to be paid, kept and performed, the LICENSOR may, at its option, but it shall not be obligated to do so, pay or cause the same to be paid, done or performed, and the amount of money expended by the LICENSOR in so doing, or incurred by the LICENSOR in so doing, shall become a debt immediately due from the LICENSEE to LICENSOR, and shall constitute a material breach hereof entitling LICENSOR to immediate termination hereof pursuant to paragraph 21 below.

22. If the LICENSEE shall fail, neglect or refuse to pay, for a period of (30) days after notice, do or perform any of the items in the form and manner herein provided, the terms, provisions, covenants, conditions, and agreements hereof on its part and behalf to paid, kept and performed, the LICENSOR may terminate and cancel license and at such time and in such event, full and complete title to all improvements, buildings, structures, fixtures, excluding trade fixtures, shall have then vested in the LICENSOR, subject to the encumbrances now existing against such structures; and the LICENSOR may immediately re-enter into the possession of said real property together with all of the said improvements, and the same to have, hold, and enjoy thereafter as the sole, absolute and unconditional owner. In such event, LICENSEE shall have a period of thirty (30) days after notice to remove its personal property and trade fixtures from the premises.
23. LICENSEE covenants and agrees on the last day of the term of this license, or the sooner determination of the term this license, to peacefully leave, surrender and vacate to the LICENSOR the said real property together with the improvements thereon and the fixtures attached thereto in good order and condition and state of repair.
24. Failure on the behalf of the LICENSOR to insist on strict performance of the covenants, terms, stipulations, agreements and conditions of the license shall not be construed as a waiver by the LICENSOR of any of its rights hereunder, or as a waiver or a relinquishment of the strict future performance of the covenants, conditions and agreement herein contained, but all and each thereof shall be and remain in full force and effect.
25. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in the Litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its cost for the litigation including expert witness fees and a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

26. The parties agree that this Agreement is entered into and is to be performed in Tulare Country, California.

27. Each party and its legal counsel have participated fully in the review and revisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

WITNESS the hands and seals of the parties the day and year first above written.

CITY OF PORTERVILLE

BY 
Milt Stowe, Mayor

BY 
John D. Lollis, City Clerk

BARN THEATER

BY 
President