

**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 1, 2013, 5:30 P.M.**

Call to Order
Roll Call

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

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

Roll Call: Agency Members/Chairman

ORAL COMMUNICATIONS

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

JOINT CITY COUNCIL/AGENCY CLOSED SESSION:

- A. Closed Session Pursuant to:
- 1-** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: County of Tulare v. All Persons Interested in the Matter of the Addition of the 2010 Amendment to Redevelopment Plan for the Redevelopment Project Area No. 1, as Adopted by Ordinance 1765 on June 15, 2010, by the City of Porterville, et al., Tulare County Superior Court Case No. 249877.

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

CITY COUNCIL CLOSED SESSION:

- B. Closed Session Pursuant to:
- 1 -** Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. County of Tulare et al., Tulare County Superior Court No. 249043.
 - 2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 261-020-010. Agency Negotiator: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Lynda Mourton. Under Negotiation: Terms and Price.
 - 3-** Government Code Section 54956.95 – Liability Claim: Claimant: Premier Properties. Agency claimed against: City of Porterville.
 - 4-** Government Code Section 54956.95 – Liability Claim: Claimant: Myers Funeral Home. Agency claimed against: City of Porterville.
 - 5-** Government Code Section 54956.95 – Liability Claim: Claimant: Larry Eberhardt. Agency claimed against: City of Porterville.

- 6- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – Allstate Insurance Company v. City of Porterville, Tulare County Superior Court Case No. PCL158272.
- 7- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.

6:30 P.M. RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Virginia Gurrola
Invocation

PROCLAMATIONS

Domestic Violence Awareness Month – October 2013

PRESENTATIONS

Employee of the Month – Fernando Rios

AB 1234 REPORTS

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

1. Consolidated Waste Management Authority (CWMA) – September 26, 2013
2. Tulare County Economic Development Corporation – September 25, 2013
3. Joint City/School Committee – September 30, 2013

REPORTS

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

- I. City Commission and Committee Meetings:
 1. Parks & Leisure Services Commission
 2. Library & Literacy Commission
 3. Arts Commission
 4. Youth Commission
 5. Transactions and Use Tax (“Measure H”) Oversight Committee
 6. Charter Review Committee
- II. Staff Informational Items:
 1. **Building Permit Activity - August 2013**
Re: Informational report regarding building permit activity for the month of August.
 2. **Collection Events for October**
Re: Informational report regarding coordinated solid waste collection and clean up events taking place in Tulare County.

3. SAFER Grant Annual Report

Re: Informational report regarding program achievements and expenditures during the first annual performance period of a four-year grant that was awarded to the City by the Department of Homeland Security totaling \$138,700.

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. Request for Approval to Purchase a PowerVault TL2000 Tape Library

Re: Considering approval of the purchase of an automated tape backup and archiving solution from Dell at a cost of \$7,178.46

2. Authorization to Advertise for Bids – Mathew Street Shoulder Stabilization Project

Re: Considering approval of Staff's Plans and Project Manual for the project consisting of the installation of curb and gutter, sidewalks, driveways, asphalt concrete paving, and other appurtenances along Mathew Street between Olive Avenue and Tomah Avenue; and authorizing an appropriation of \$20,888 in CMAQ funds.

3. Authorization to Negotiate a Contract – Materials Testing Services for the Jaye Street and Montgomery Avenue Roundabout Project

Re: Considering authorization to negotiate a contract with Technicon Engineering Services at an anticipated fee not to exceed \$40,000 for materials testing services.

4. De-Obligation of Measure 'R' Alternative Transportation Funded Projects

Re: Considering adoption of a resolution approving the de-obligation of Measure 'R' "Alternative Transportation" funds for the Westwood Street CMAQ Shoulder Stabilization and the Tule River Parkway, Phase IV Project.

5. Program Supplement to the Local Agency-State Master Agreement – Mathew Street Shoulder Stabilization Project

Re: Considering adoption of a resolution approving Program Supplement Agreement No. N04 for the construction of curb, gutter, sidewalk, and shoulder widening on Mathew Street between Olive Avenue and Della Avenue.

6. Approval of the 2013 City of Porterville Federal Transit Administration Title VI Report Update

Re: Considering approval of the 2013 Title VI Program Update, and authorizing its submittal to the FTA for approval.

- 7. Approval of the First Amendment to the Agreement for Transit Services Between Tulare County Association of Governments and the City of Porterville**
Re: Considering approval of the First Amendment to Agreement authorizing the TCAG Board to approve a mutually agreed price of the T-Pass.
- 8. Consideration of Temporary Cargo Container Request**
Re: Considering approval of a request from Walmart Store #1877 at 1250 W. Henderson for a temporary structure permit to allow for use of 24 storage containers for the period of October 1, 2013, to January 31, 2014.
- 9. Approval for Community Civic Event – Veterans’ Homecoming Committee – Veteran’s Day Parade – November 11, 2013**
Re: Considering approval of an event to take place on Monday, November 11, 2013, from 6:00 a.m. to 12:00 p.m. on downtown Main Street.
- 10. Adoption of a Resolution of Recognition for the Donation of a Siren to be Installed at Fire Station #1**
Re: Considering approval of a Resolution of Recognition authorizing the preparation and installation of a plaque commemorating the efforts and donation of the Exchange Club of Porterville and the American Legion Post #20.
- 11. Approval of Proclamation Request – Teen Read Week**
Re: Considering approval of a request to proclaim October 13 – 19, 2013, as “Teen Read Week” in the City of Porterville.
- 12. Approval of Proclamation Request – Porterville Relay for Life**
Re: Considering approval of a request to proclaim October 5 and 6, 2013, as “Relay For Life Days” in the City of Porterville.
- 13. Approval of Proclamation Request – Friends of Libraries Week**
Re: Considering approval of a request to proclaim October 21-27, 2013, as “Friends of Libraries Week” in the City of Porterville.
- 14. Approval of Proclamation Request – Coming Out Day**
Re: Considering approval of a request to proclaim October 11, 2013, as “Coming Out Day” in the City of Porterville.
- 15. Review of Local Emergency Status**
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.
- 16. Council Member Requested Agenda Item – Request for the City Council to Consider Creating a Citizen Advisory Committee for the Oversight of All Animal Control Facilities and Operations**
Re: Considering approval of a request to authorize a Scheduled Matter on the October 15, 2013, Agenda to consider the creation of a Citizen Advisory Committee.

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

SCHEDULED MATTERS

17. Consideration of Appointments to the Library and Literacy Commission

Re: Considering appointment of three individuals to fill three seats with four-year terms due to expire in October 2017.

18. Property Lease Agreement Between the City of Porterville and State of California, National Guard, and License Agreement Between the City of Porterville and Tulare County Livestock and Community Fair, Inc.

Re: Consideration of the removal of all additions and/or alterations to the leased property pursuant to the Lease and License Agreements, and approval of the in-kind contribution and assistance of City forces.

19. Consideration of Process for Approving Proclamations

Re: Considering the proclamation approval process and codification of same in Section IV – Council Requests from the Public, Paragraph F – Proclamation Approval Process.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of October 15, 2013.

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

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

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: BUILDING PERMIT ACTIVITY – AUGUST 2013

SOURCE: Public Works Department - Engineering Division

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the month of August 2013.

The two main categories include new residential permits issued and new commercial permits issued. New residential permits issued in August 2013 (4) are down 33% from August 2012 (6). New commercial permits issued in August 2013 (0) are down 100% from August 2012 (1).

This year to date, new single family residential construction is up 42% from last year and new commercial construction is up 100% from last year.

RECOMMENDATION: None. Informational Only.

ATTACHMENT: August 2013 Building Permit Activity Report

P:\pubworks\General\Council\Building Permit Activity Report - 2013-10-01.doc

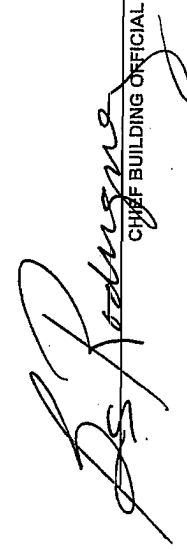
Dir BA Appropriated/Funded N/A CM J

Report No. II - 1

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
1/1/2012 - 8/31/2012 AND
1/1/2013 - 8/31/2013**

PERMIT	NUMBER OF PERMITS ISSUED			ACTUAL VALUATION OF PERMITS ISSUED			BUILDING FEES TOTALS FOR PERMITS ISSUED		
	AUGUST 2013	AUGUST 2012	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2013	AUGUST 2012	THIS YEAR TO DATE	AUGUST 2012	LAST YEAR TO DATE
NEW RESID	4	6	27	19	731,377	1,213,512	6,240,304	4,193,146	59,493
NEW COMM	0	1	4	2	0	400,000	9,055,267	470,000	26,138
RESID IMPROV	9	13	67	100	48,635	301,009	706,545	1,497,962	9,932
COMM IMPROV	3	3	46	43	2,024,770	645,000	15,317,642	2,237,620	36,273
OTHER	17	24	167	155	149,172	162,730	1,499,114	1,210,427	22,062
ELECT	15	15	134	86	16,500	152,965	1,030,774	927,813	29,977
PLUMB	43	34	266	227	12,824	3,000	15,024	263,800	13,991
TOTALS	91	96	711	632	2,983,278	2,878,216	33,864,670	10,800,768	33,042
								37,044	258,510
									185,519

	NEW DWELLING UNITS TOTALS		
	AUGUST 2013	AUGUST 2012	THIS YEAR TO DATE
SINGLE FAMILY	4	6	27
TOTAL	4	6	27


D. Rodriguez
CHIEF BUILDING OFFICIAL

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: COLLECTION EVENTS FOR OCTOBER

SOURCE: Public Works Department – Field Services Division

COMMENT: The City of Porterville is a member of the Consolidated Waste Management Authority (CWMA) along with six other cities and the County of Tulare. October will be a busy month with coordinated Solid Waste collection and cleanup events taking place in most of the cities of Tulare County.

The City of Porterville annually holds two, free of charge, drop-off clean up events to encourage property maintenance and beautification, and assist residents with their clean up efforts. The spring event in April was one of our largest events with 517 vehicles. The fall event is scheduled for Saturday, October 12th, at the City Corporation Yard from 8:00 am until 2:00 pm. In conjunction with the City's event, Tulare County Environmental Health will be holding a Household Hazardous Waste mobile event at the County's West Olive Fire Station from 9:00 am until 1:00 pm. The County mobile event, which is subsidized by the CWMA, will take items such as pesticides, chemicals and household cleaners that are not accepted at our event.

Tulare County Resource Management Agency also offers a "Half Price Week" at all County landfills and transfer stations during April and October. Half price week for October is the 20th through the 26th. Most CWMA communities will be holding a clean up event and will receive the discounted fee for items collected during their event.

The CWMA has coordinated with the Drug Enforcement Administration and local law enforcement agencies to participate in the National Prescription Drug Take-Back campaign during the week of October 21st through 25th. City and County residents in the greater Porterville area, as well as, care facilities and senior care facilities, may drop off prescription drugs free of charge at the Porterville Sheriff's substation located at 379 N. 3rd Street, during normal office hours.

RECOMMENDATION: Information only

P:\pubworks\General\Council\Report - Collection Events for October - 2013-10-01.doc

Dir MB Appropriated/Funded MB CM J

Report No. II-2

SUBJECT: SAFER GRANT ANNUAL REPORT

SOURCE: FIRE DEPARTMENT

COMMENT: The Fire Department recently completed the first annual performance period of a four-year grant awarded by the Department of Homeland Security in 2012 totaling \$138,700. The purpose of the "Staffing for Adequate Fire and Emergency Response" (SAFER) grant is to increase the number of reserve firefighters in the department, augment daily staffing levels, provide firefighter training and protective equipment, improve retention of reserve firefighters, and provide funds for coordination of the reserve firefighter program.

A summary of program achievements and grant expenditures during the first performance period are as follows:

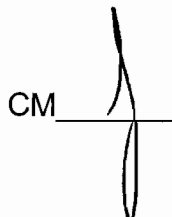
1. Hiring of ten reserve firefighters, including pre-employment physicals and uniforms (\$6,967).
2. Purchase of ten sets of firefighter protective gear (\$24,259).
3. Firefighter 1 Academy for twelve students (\$10,534).
4. Augmentation of the department's daily staffing with 2,148 hours of reserve firefighter coverage (\$10,740).
5. Reimbursement for reserve program coordination (\$5,042).

The grant-funded stipend model for augmenting staffing is a departure from the department's traditional "paid call" compensation of reserve firefighters. During the first performance period, the stipend model has provided a seventy-two percent increase in reserve firefighter staffing hours compared to the preceding twelve months. The department will monitor participation over each of the next three years of performance and evaluate the sustainability of this augmented staffing model with consideration toward its continuance after completion of the grant program in August, 2016.

RECOMMENDATION: Informational report only.

Dir. 

Approp./ Funded 

CM 

Report No. II-3

CITY COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE A PowerVault TL2000
TAPE LIBRARY

SOURCE: Finance Department

COMMENT: The Finance Department – Information Technology Division requests approval to purchase a Dell PowerVault TL2000 Tape Library, an automated tape backup and archiving solution. We currently utilize the Dell PowerVault 132T Tape Library. This unit is nine years old and its backup capacity is 5.6 terabytes. We have grown since the initial purchase and the capacity is reaching its threshold. We have been experiencing some occasional hardware failure due to this problem. The new unit has 2 drives and 24 slots with each tape having the capacity to back 2.5 terabytes and an aggregate capacity of 60 terabytes. This capacity will allow us to meet the growing storage needs now and into the future.

Staff received three quotes as follows:

Dell	\$ 7,178.06
CDW-G	\$13,143.40
Softchoice	\$14,035.19

Please note Dell has reduced the original cost of the unit by 40% to keep us as long-term customers.

Acquiring the Dell PowerVault TL2000 Tape Library will allow us to easily implement and integrate with the existing network infrastructure and comply with the HIPAA security rule to securely backup and retrieve exact copies of data and rotate tape backups offsite.

Funds are available in the Finance Department – IT Division operating budget in the General Fund.

RECOMMENDATION: That City Council approve the purchase of the Dell PowerVault TL2000 Tape Library appliance from Dell at a cost of \$7,178.46.

ATTACHMENT: PowerVault TL2000 Price Quotations

Dir. MB Approp/ Funded MB CM J Item No. 1



QUOTATION

Quote #: 663501156
Customer #: 004023319
Contract #: WN99ABZ
Customer Agreement #: WSCA B27160
Quote Date: 09/18/2013
Customer Name: CITY OF PORTERVILLE

Date: 9/18/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BRETTON J JACKSON PHONE: 1800 - 2893355
Email Address: Bretton_Jackson@Dell.com Phone Ext: 5138188

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$6,628.50 GROUP TOTAL: \$6,628.50

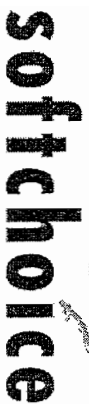
Description	Quantity
PowerVault TL2000 Tape Library, 2U, 24 Slot, 1 or 2 Drives (225-4565)	1
6Gb SAS HBA, Dual Port (342-1091)	1
Qty2, 6Gb, EXT,CBL,I/O,SAS,4MTR (330-8773)	1
Type 3 Contract-Basic Enterprise Support: Business Hours (5X10) Next Business Day On SiteResponse 2YR Ext (970-8082)	1
Type 3 Contract-Basic Enterprise Support: Business Hours (5X10) Next Business Day On SiteResponse Initial YR (980-4270)	1
Dell Hardware Warranty, Extended Year(s) (985-3228)	1
Dell Hardware Warranty Plus OnSite Service Initial YR (985-3267)	1
DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED (990-9829)	1
On-Site Installation Declined (983-5227)	1
Proactive Maintenance Service Declined (926-2979)	1
LTO-6 Media 5 PK (342-5451)	1
LTO6 Tape Labels 1 - 60 (412-1107)	1
LTO-6 SAS Tape Drive (445-BBBI)	2

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$43.39

Product	Quantity	Unit Price	Total
LTO Tape Cleaner (341-4548)	1	\$43.39	\$43.39

***Total Purchase Price: \$7,178.06**
Product Subtotal: \$6,671.89
Tax: \$506.17
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00



Please forward this to:
Softchoice Customer 302527

Ted Williams
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA
93257

Comments: Created by Ted Williams on softchoice.com

Date:
Phone:
Fax:
Customer Reference:

September 20, 2013
(559) 782-7439

Sent by: **WWW.SOFTCHOICE.COM**
sales@softchoice.com
Phone: (416) 588-9002
Fax: (416) 588-9001

Softchoice Corporation

314 W Superior
Ste 301
Chicago, IL
60610

Sales/Order desk

Phone: (800) 268-7638
Fax: (800) 268-7639

Quote # 6832275

PART	MFGSKU	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
PH6267	434021	TANDBERG LTO ULTRIUM 6 2.5TB LTO ULTRIUM 6 - 2.5 TB / 6.25 TB - FOR P/N: 2491-LTO, 2492-LTO, 3533-LTO, 3534-LTO, 3535-LTO, 3536-LTO, 8180-LTO, 817199, 817200	5	\$95.98	\$479.90
HY1942	T00321-SVC	TANDBERG DATA SECURESERVICE 2 YR EXTENDED SERVICE AGREEMENT (RENEWAL) - PARTS AND LABOR - 2 YEARS (2ND/3RD YEAR) - ON-SITE - 8X5 - NBD - FOR P/N: 8171-LTO, 8172-LTO, 8173-LTO, 8174-LTO, 8177-LTO, 8178-LTO, 8179-LTO, 8180-LTO HW Warranty	1	\$1,762.09	\$1,762.09
PH6258	8177-LTO	LTO RACK-MOUNTABLE TAPE LIBRARY TAPE LIBRARY - 60 TB / 150 TB - SLOTS: 24 - LTO ULTRIUM (2.5 TB / 6.25 TB) X 1 - ULTRIUM 6 - MAX DRIVES: 4 - SAS-2 - RACK-MOUNTABLE - 4U - BAR CODE READER, ENCRYPTION	1	\$6,733.69	\$6,733.69
PH6247	871199	LTO INTERNAL LIBRARY DRIVE MODULE TAPE LIBRARY DRIVE MODULE - LTO ULTRIUM (2.5 TB / 6.25 TB) - ULTRIUM 6 - SAS-2 - INTERNAL - 5.25" - FOR P/N: 8177-LTO, 8178-LTO	1	\$3,964.78	\$3,964.78

SUB TOTAL	\$12,940.46
DELIVERY:Economy	\$144.57
State Tax	\$726.59
Local Tax	\$223.57
TOTAL	\$14,035.19

All currency in this quote is in US funds.

For a leasing quote, please contact your sales representative or email leasing@softchoice.com.

Ted Williams

From: Chris Anderson [chrande@cdwg.com]
Sent: Tuesday, September 24, 2013 10:22 AM
To: Ted Williams
Subject: CDW-G Quote Confirmation: Quote #DSHS041/P.O. Ref. DSHS041

Thank you for choosing CDW-G. We have received your quote request.

CDW-G QUOTE CONFIRMATION



DEAR TED WILLIAMS,




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

QUOTE DETAILS

Requested: 9/24/2013
Quote #: DSHS041
Quote Reference: DSHS041

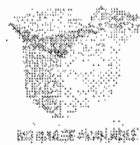
Grand Total: \$13,143.40
Customer Number: 0657199

QUOTE DETAILS LIST

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
 Quantum Scalar i40 - tape library - LTO Ultrium - SAS-2 Mfg. Part#: LSC14-CH6N-219H Contract: Standard Pricing Go to Site	1	2931883	\$9,300.00	\$9,300.00
 Quantum StorageCare Bronze Support Plan Zone 1 - extended service agreement Mfg. Part#: SSC14-LS00-BL31 UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: Standard Pricing Go to Site	1	1925407	\$2,250.00	\$2,250.00
 Quantum - LTO Ultrium x 1 - 2.5 TB Mfg. Part#: MR-L6MQN-01 Contract: Standard Pricing Go to Site	5	2889752	\$90.00	\$450.00
Quantum LTO Universal Cleaning Cartridge - Single Pack Mfg. Part#: MR-LUCQN-01 UNSPSC: 44102903 Contract: MARKET	1	688792	\$50.00	\$50.00



[Go to Site](#)



**Quantum Serial Attached SCSI
(SAS) external cable - 6.6 ft**
Mfg. Part#: 1-00827-02
UNSPSC: 26121604
Contract: Standard Pricing
[Go to Site](#)

2	1238580	\$120.00	\$240.00
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Subtotal:	\$12,290.00
Shipping:	\$0.00
Sales Tax:	\$853.40
GRAND TOTAL:	\$13,143.40

[Convert Quote to Order](#)

SHIPPING DETAILS

Shipping Address:

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

Phone: (559) 782-7451

Shipping Method: FEDEX Ground

Payment Terms: Net 30 Days-Govt
State/Local

SALES CONTACT INFO

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

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This email was sent to twilliams@ci.porterville.ca.us.
Please add cdwsales@cdwemail.com to your address book.

© 2013 CDW-G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
SPS-OC:001 | SPS 1 | Customer#: 0657199 | SPS88acb3d6-97f0-406e-847a-2d6e4bc2bef1

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS – MATHEW STREET
SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Plans and Project Manual have been prepared for the Mathew Street Shoulder Stabilization Project. The project consists of the installation of curb and gutter, sidewalk, driveways, asphalt concrete paving, and other appurtenant construction along Mathew Street between Olive Avenue and Tomah Avenue. Re-striping Mathew Street between Olive Avenue and Morton Avenue is a component of the project.

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

The Engineer's Estimate of Probable Cost for construction is \$233,115.00. An additional \$23,311.50 is necessary for construction contingency (10%). It is anticipated that an additional \$15,886.50 is required for construction management, quality control and inspection services (7%) for a total estimated project cost of \$272,313.00.

FY 13/14 ANNUAL BUDGET ALLOCATION SUMMARY:

Congestion Mitigation & Air Quality Grant (CMAQ):	\$ 38,100
Measure R Alternative Transportation Fund:	\$102,900
Local Transportation Fund:	<u>\$115,000</u>
Total	\$256,000

The CMAQ Grant will fund 88.53% of "participating" construction items that are specific to shoulder stabilization projects, (i.g., curbs, gutters, sidewalks, ADA ramps, and minimal paveout). Mathew Street construction documents require full reconstruction within the project limits and therefore a high majority of this work is considered "non-participating". Measure R Alternative Transportation Funds and Local Transportation Funds are the funding sources for the "non-participating" items of work and the 11.53% grant match. As summarized above, there is a shortfall of \$16,313 to fully fund the project.

CALTRANS CONSTRUCTION E-76 (FINAL) FUNDING SUMMARY:

Congestion Mitigation & Air Quality Grant (CMAQ):	\$ 58,988
Measure R Alternative Transportation Fund:	\$102,900

Dir for Appropriated/Funded MB CM J

Item No. 2

Local Transportation Fund:
Total

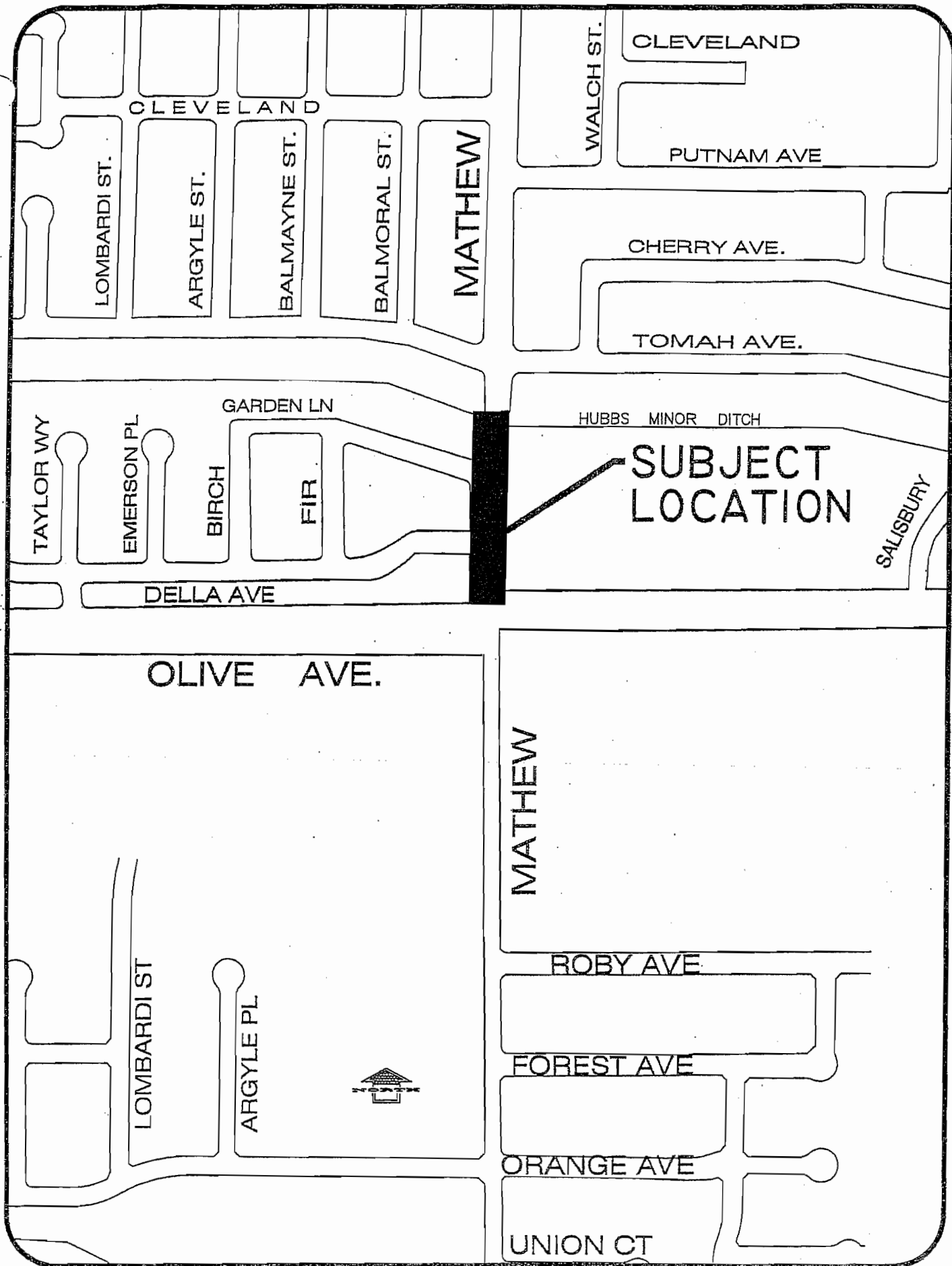
\$115,000
\$276,888

Staff was recently successful in obtaining an additional \$20,888 in CMAQ funding for a total participating amount of \$58,988, as seen in the "Final" funding summary. The additional CMAQ funds coupled with the requested appropriation results in a wholly funded project.

RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize Staff to advertise for bids on the project; and
3. Authorize the appropriation of an additional \$20,888 in CMAQ funds to match the Construction E-76 issued by Caltrans/FHWA.

ATTACHMENTS: Locator Map
Engineer's Estimate



Mathew Street Shoulder Stabilization Project

06/13/2013

Engineer's Estimate

For: City of Porterville

By: Roberts Engineering

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PART A: CMAQ PORTION					
1	Mobilization and Demobilization	1	LS	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	Clearing and Grubbing including concrete, dirt, landscape & irrigation removal & replacement)	1	LS	\$ 3,500.00	\$ 3,500.00
4	Install Curb & Gutter	662	LF	\$ 20.00	\$ 13,240.00
5	Install Drive Approach	200	SF	\$ 10.00	\$ 2,000.00
6	Install Sidewalk (cost includes regrading behind back of walk 0-4")	2980	SF	\$ 5.00	\$ 14,900.00
7	Install 12-foot long Modified Accessible Ramp per detail shown on Plan Sheet 2 of 4	1	EA	\$ 2,500.00	\$ 2,500.00
8	Relocate Existing Street Sign	1	EA	\$ 350.00	\$ 350.00
9	Adjust Water Meter Box	2	EA	\$ 750.00	\$ 1,500.00
10	Adjust Existing Traffic Signal Control Box to Finish Sidewalk Grade	2	EA	\$ 500.00	\$ 1,000.00
11	Construction Staking	1	LS	\$ 3,000.00	\$ 3,000.00
				CMAQ Subtotal	\$ 47,490.00
				10% Contingency	\$ 4,749.00
				Construction Management	\$ 4,749.00
				CMAQ Total	\$ 56,988.00
PART B: CITY PORTION					
12	Mobilization and Demobilization	1	LS	\$ 7,000.00	\$ 7,000.00
13	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
14	Pavement removal by milling (millings delivered to City)	1	LS	\$ 8,500.00	\$ 8,500.00
15	Roadway Excavation and Subgrade Preparation	1167	CY	\$ 20.00	\$ 23,340.00
16	6" Class II Aggregate Base	649	CY	\$ 65.00	\$ 42,185.00
17	3" Asphalt Concrete	723	TN	\$ 100.00	\$ 72,300.00
18	Signing, Striping & Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00
19	Replace Traffic Loop Detectors	8	EA	\$ 500.00	\$ 4,000.00
20	Reconstruct Survey Monument	2	EA	\$ 1,200.00	\$ 2,400.00
21	Relocate Existing Chain Link Gate and Modify Fence as necessary to match new drive approach	1	LS	\$ 1,500.00	\$ 1,500.00
22	Adjust Existing Sewer Manhole to Finish Grade	4	EA	\$ 500.00	\$ 2,000.00
23	Adjust Existing Water Valve to Finish Grade	4	EA	\$ 350.00	\$ 1,400.00
				CITY Subtotal	\$ 185,625.00
				10% Contingency	\$ 18,562.50
				Construction Management	\$ 11,137.50
				CITY Total	\$ 215,325.00
				COMBINED Subtotal	\$ 233,115.00
				10% Contingency	\$ 23,311.50
				Construction Management	\$ 15,886.50
				COMBINED Total	\$ 272,313.00

Project Manager

Date

City Engineer

Date

Public Works Director

Date

City Manager

Date

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: AUTHORIZATION TO NEGOTIATE A CONTRACT – MATERIALS TESTING SERVICES FOR THE JAYE STREET AND MONTGOMERY AVENUE ROUNDABOUT PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: Request for Proposals were issued on August 5, 2013, to a number of area testing laboratories, including all eligible local firms, to provide materials testing services for the Jaye Street and Montgomery Avenue Roundabout Project. Congestion Mitigation and Air Quality (CMAQ) funds will finance 88.53% of the project's eligible components and Measure R Funds/Local Transportation Funds will finance the 11.47% "local" match. Materials testing services is a reimbursable component of construction management.

Federal requirements stipulate that the laboratory and all technicians be Caltrans certified and that all testing be performed in strict conformance with the City's approved Quality Assurance Plan and the Caltrans Local Assistance Procedures Manual.

Due to the federal funding associated with this project and forthcoming federal scrutiny, staff feels it is necessary to hire a Caltrans certified construction materials testing firm to properly obtain samples, certify that all materials meet the requirements of the specifications, and provide reporting in compliance with pertinent federal guidelines.

On September 5, 2013, staff received proposals from BSK Associates Engineering & Laboratories, Technicon Engineering Services, Moore Twining Associates, and Nolte Vertical 5. After staff's review and rating of the four firms utilizing the City's Consultant Selection Rating Form, Technicon Engineering Services was selected as the top rated consultant.

Staff feels that Technicon is qualified to provide all required services included in the request for proposals. To expedite the process, staff is requesting Council authorization to negotiate a professional services contract with Technicon at an anticipated fee not to exceed \$40,000.

Staff is pleased with the consultants' interest in this project and recommends negotiating a contract with the top-ranked firm.

Dir DS Appropriated/Funded MB CM J

Item No. 3

RECOMMENDATION: That City Council:

1. Authorize staff to negotiate a contract with Technicon Engineering Services at an anticipated fee not to exceed \$40,000 for materials testing services for the Jaye Street and Montgomery Avenue Roundabout Project;
2. Authorize staff to negotiate a contract with the 2nd ranked firm, Nolte Vertical 5, if staff is unable to negotiate an acceptable contract with Technicon Engineering Services;
3. Authorize the Mayor to sign all contract documents;
4. Authorize progress payments that concur with construction progress up until proper closeout of the work and not to exceed 100% of the contract fee; and
5. Authorize a 10% contingency to cover unforeseen changes to the scope of work required.

ATTACHMENT: Locator Map



CITY OF PORTERVILLE
 ENGINEERING DIVISION
 201 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

DESIGN BY _____ DATE _____
 DRAWN BY _____ DATE _____
 CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
 APPROVED BY _____ DATE _____
 PROJECT NO. _____

REVISION NO. _____
 DATE _____

AERIAL VIEW OF PROPOSED
 JAYE ST. & MONTGOMERY AVE.
 ROUND-ABOUT PROJECT

SHEET
 1
 1

SUBJECT: DE-OBLIGATION OF MEASURE 'R' ALTERNATIVE TRANSPORTATION FUNDED PROJECTS

SOURCE: Public Works Department - Engineering Division

COMMENT: On two occasions in 2012, staff obtained City Council's approval to secure Measure R Bike/Pedestrian/Transit ("Alternative Transportation") Funds for several projects from the Tulare County Association of Governments, acting as the Local Transportation Authority ("Authority"). City Council approved the Measure R funding and executed Supplemental Agreements for five (5) Congestion Mitigation and Air Quality (CMAQ) shoulder stabilization projects during the July 17, 2012 meeting and three (3) parkway/trail projects during the August 7, 2012 meeting. The projects are:

July 17, 2012 City Council Meeting (Shoulder Stabilization Projects):

- Indiana Street CMAQ Shoulder Stabilization Project
- Mathew Street CMAQ Shoulder Stabilization Project
- Morton Avenue CMAQ Shoulder Stabilization Project
- Newcomb Street CMAQ Shoulder Stabilization Project
- Westwood Street CMAQ Shoulder Stabilization Project

August 7, 2012 City Council Meeting (Parkway/Trail Projects):

- Tule River Parkway, Phase III Project
- Tule River Parkway, Phase IV Project
- Veteran's Park Trailway Improvement Project

After the execution of the parkway/trail project Supplemental Agreements (SA), TCAG informed staff that the City had exceeded our \$2,000,000 Measure R "Alternative Transportation" funding allotment by about \$800,000. Staff purposely over-programmed its allocation of Measure R Bike & Pedestrian funds. It was staff's hope that annual incremental surplus funds generated within this category could be secured to fund bike & ped projects beyond the initial \$2 million limit. Unfortunately, the Measure R program guidelines for this category of work require that all agencies expend their funding allocation before additional funds can be programmed for new projects. On top of that, Measure R Amendment No. 3 was in circulation and out of the Amendment came an incentive program for "Alternative Transportation" funding category. The incentive program is:

"For Transit/Bike/Pedestrian Program projects shown on Table 5 and 5a, obtaining funding or grants is encouraged. For every dollar of Measure R sales tax funding saved by an agency through obtaining TCTA Board approval outside grants, 10% will be provided to that agency for an Air Quality Program project. The list of grant categories that are applicable for the 10% incentive include: CMAQ, TAP, and FTA competitive grants or other state/federal grants approved by TCAG/TCTA. The TCTA Board will have authority to modify, change, add or delete project grant categories eligible for the 10% incentive at a regularly scheduled TCTA Board meeting by resolution. The TCTA Board will also have authority to increase or decrease the incentive percentage at a regularly scheduled TCTA Board meeting by resolution, with the understanding that any incentive grant already awarded under this incentive provision will be grandfathered into the existing program."

Staff believes the Westwood Street CMAQ Shoulder Stabilization Project should be removed from the list of projects because it is not currently funded in the STIP and is no longer eligible for CMAQ funds under the new program guidelines. The remaining shoulder stabilization projects are programmed in the STIP and fully funded by Measure R, CMAQ and Local Transportation funds.

Staff also feels the Tule River Parkways, Phase IV should be removed from the list because the executed SA is for the purpose of design and property acquisition only, and the likelihood of obtaining a construction grant for this segment of the Tule River Parkway at this time are unlikely. In the opinion of staff, the Tule River Parkway, Phase III has a high probability of obtaining a grant because it meets several CMAQ application requirements and the Veteran's Trail Improvement project is currently designed and fully funded.

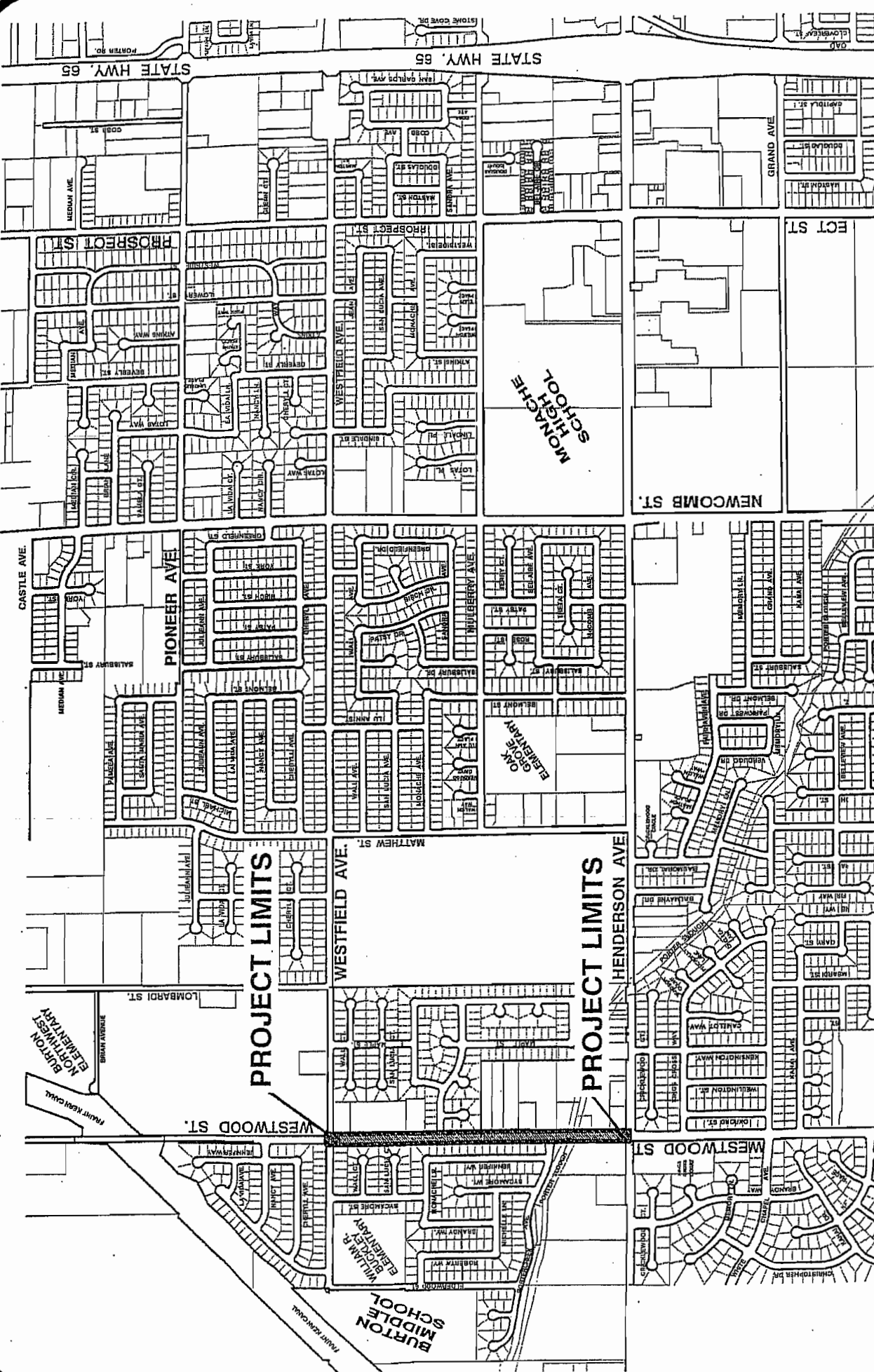
The Westwood Street Shoulder Stabilization Project SA secured \$277,500 in Measure R funds. The Tule River Parkway, Phase IV SA secured \$965,000 in Measure R funds. There will be over \$400,000 available to the City for Bike and Pedestrian oriented projects. The available funding will also allow the City to take advantage of the Amendment No. 3 incentive program, if Council approves a funding de-obligation for these two projects.

TCAG has informed the City that the passage of a Resolution will de-obligate the funding of the staff recommended projects. Resolutions are included in Council's packet and the funds for the two (2) suggested projects will be de-obligated upon execution and transmittal to the "Authority".

RECOMMENDATION: That the City Council:

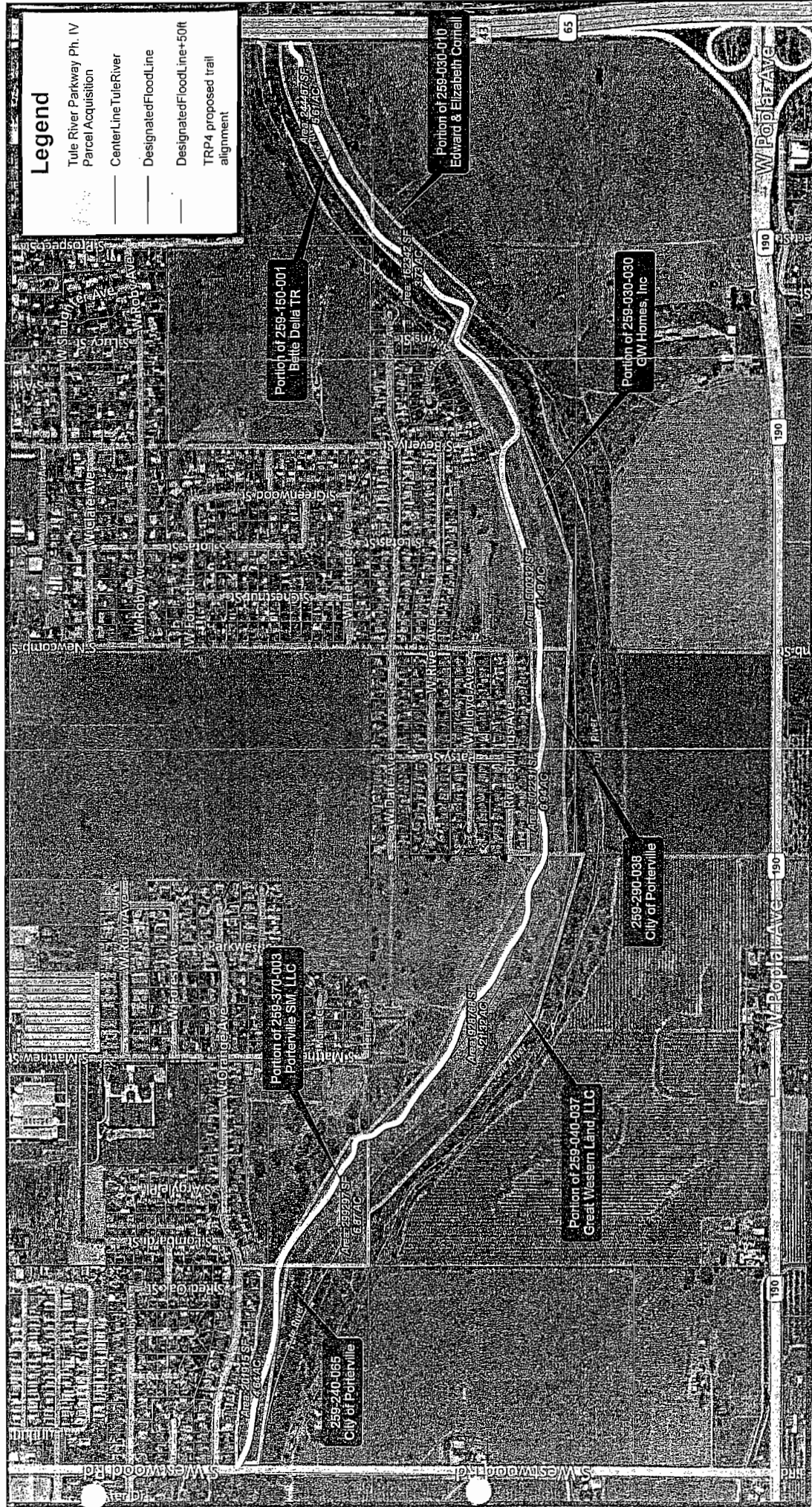
1. Approve the de-obligation of Measure R "Alternative Transportation" Funds for the Westwood Street CMAQ Shoulder Stabilization Project and the Tule River Parkway, Phase IV Project;
2. Approve the De-Obligation Resolutions; and
3. Direct the City Clerk to transmit the signed Resolutions to the "Authority".

ATTACHMENTS: Locator Maps
Resolutions



Westwood Street between Henderson Avenue and Westfield Avenue





Tule River Parkway Phase IV
Parcel Acquisition Map

RESOLUTION NO. _____ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE DE-OBLIGATION OF MEASURE R BIKE AND
PEDESTRIAN PROGRAM FUNDS FOR THE WESTWOOD STREET SHOULDER
STABILIZATION PROJECT – DESIGN, PROPERTY ACQUISITION AND
CONSTRUCTION PHASES

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive reimbursement of costs for design efforts and acquiring properties related to the Westwood Street Shoulder Stabilization Project, which meets the Measure R guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the City of Porterville has exceeded the allotment of Measure R Bike and Pedestrian Program funds; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve the de-obligation of \$277,500 in Measure R Bike and Pedestrian Program funds for the design, property acquisition and construction costs for the Westwood Street Shoulder Stabilization Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve de-obligation of Measure R Bike and Pedestrian funds for the design and property acquisitions of Westwood Street Shoulder Stabilization Project and authorizes the Mayor and City Clerk to execute the Resolution and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE DE-OBLIGATION OF MEASURE R BIKE AND
PEDESTRIAN PROGRAM FUNDS FOR THE TULE RIVER PARKWAY, PHASE IV
PROJECT – DESIGN AND PROPERTY ACQUISITION PHASE

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive reimbursement of costs for design efforts and acquiring properties related to the Tule River Parkway, Phase IV Project, which meets the Measure R guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the City of Porterville has exceeded the allotment of Measure R Bike and Pedestrian Program funds; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve the de-obligation of \$965,000 in Measure R Bike and Pedestrian Program funds for the design and property acquisition costs for the Tule River Parkway, Phase IV Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve de-obligation of Measure R Bike and Pedestrian funds for the design and property acquisitions of Tule River Parkway, Phase IV Project and authorizes the Mayor and City Clerk to execute the Resolution and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE DE-OBLIGATION OF MEASURE R BIKE AND
PEDESTRIAN PROGRAM FUNDS FOR THE WESTWOOD STREET SHOULDER
STABILIZATION PROJECT – DESIGN, PROPERTY ACQUISITION AND
CONSTRUCTION PHASES

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive reimbursement of costs for design efforts and acquiring properties related to the Westwood Street Shoulder Stabilization Project, which meets the Measure R guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the City of Porterville has exceeded the allotment of Measure R Bike and Pedestrian Program funds; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve the de-obligation of \$277,500 in Measure R Bike and Pedestrian Program funds for the design, property acquisition and construction costs for the Westwood Street Shoulder Stabilization Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve de-obligation of Measure R Bike and Pedestrian funds for the design and property acquisitions of Westwood Street Shoulder Stabilization Project and authorizes the Mayor and City Clerk to execute the Resolution and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE DE-OBLIGATION OF MEASURE R BIKE AND
PEDESTRIAN PROGRAM FUNDS FOR THE TULE RIVER PARKWAY, PHASE IV
PROJECT – DESIGN AND PROPERTY ACQUISITION PHASE

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive reimbursement of costs for design efforts and acquiring properties related to the Tule River Parkway, Phase IV Project, which meets the Measure R guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the City of Porterville has exceeded the allotment of Measure R Bike and Pedestrian Program funds; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve the de-obligation of \$965,000 in Measure R Bike and Pedestrian Program funds for the design and property acquisition costs for the Tule River Parkway, Phase IV Project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve de-obligation of Measure R Bike and Pedestrian funds for the design and property acquisitions of Tule River Parkway, Phase IV Project and authorizes the Mayor and City Clerk to execute the Resolution and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 1st day of October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT – MATHEW STREET SHOULDER STABILIZATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number N045, and requests that the City execute said agreement. The executed agreement becomes a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplement is for the construction of curb, gutter, and sidewalk, and shoulder widening on Mathew Street between Olive Avenue and Della Avenue.

RECOMMENDATION: That the City Council:

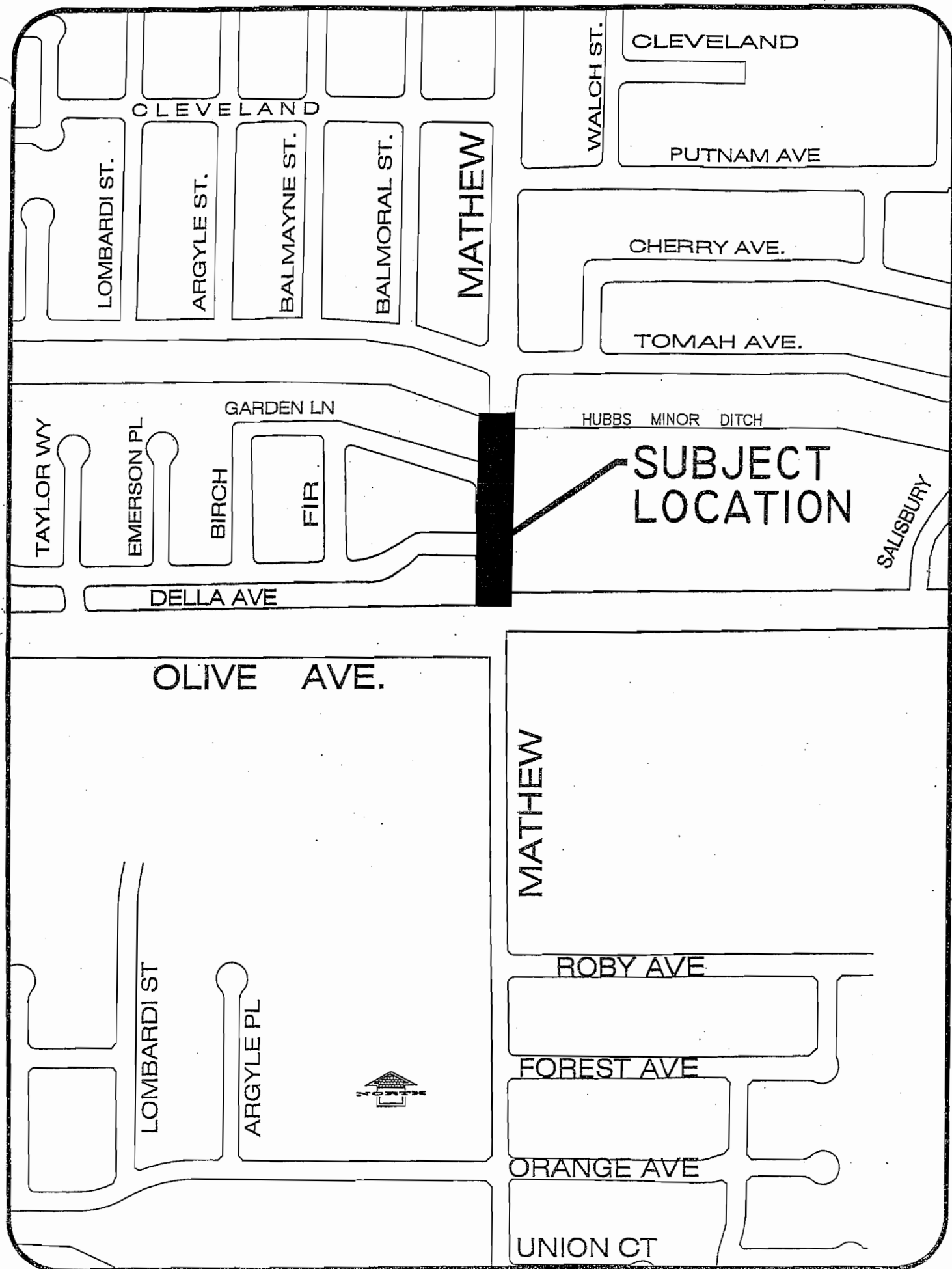
1. Approve the subject program supplement by passing a resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct staff to return the signed program supplement to CalTrans.

ATTACHMENTS: Locator Map
Program Supplement Agreement No. N045
Resolution

P:\PUBWORKS\GENERAL\COUNCIL\PROGRAM SUPPLEMENT TO THE LOCAL AGENCY-STATE MASTER AGREEMENT - MATHEW STREET SHOULDER STABILIZATION - 2013-10-01.DOC

Dir BSL Appropriated/Funded MB CM J

Item No. 5



PROGRAM SUPPLEMENT NO. N045
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID 0613000192 **Date:** September 11, 2013
Location: 06-TUL-0-PTRV
Project Number: CML-5122(078)
E.A. Number:
Locode: 5122

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

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

PROJECT LOCATION:

On Mathew St between Olive Ave and Della Ave.

TYPE OF WORK: Widen shoulder, install new curb, gutter, and sidewalk or gap closure. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L40E	\$56,988.00	LOCAL	OTHER
\$272,312.00			\$0.00	\$215,324.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

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

Date _____

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

Accounting Officer _____

Date 9/11/13

\$56,988.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page ____ of ____

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	9/11/2013	0613000192
	REQUISITION NUMBER / CONTRACT NUMBER RQS 061400000180	

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

City of Porterville

CONTRACT AMOUNT:

\$56,988.00

PROCUREMENT TYPE:

Local Assistance

[illegible]

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

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

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

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

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. As a condition for receiving federal-aid highway funds for the PROJECT, the

SPECIAL COVENANTS OR REMARKS

Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. N045
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. N045 to the Local Agency-State Master Agreement No. 06-5122R, for the construction of the Mathew Street Shoulder Stabilization Project.

PASSED, APPROVED AND ADOPTED this 1st day of October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: APPROVAL OF THE 2013 CITY OF PORTERVILLE FEDERAL TRANSIT ADMINISTRATION TITLE VI REPORT UPDATE

SOURCE: Public Works Department - Transit

COMMENT: The 2013 City of Porterville Federal Transit Administration Title VI Report Update has been prepared pursuant to Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the Federal Transit Administration's (FTA) Circular 4702.1A, "Title VI Program Guidelines for Federal Transit Administration Recipients," dated May 13, 2007. Under these requirements the City is required to submit a Title VI Report to the FTA every three (3) years.

On September 13, 2012, the City received notification from the FTA that its Title VI Program Report, dated August 2010, will need to be updated by November 1, 2013, to meet the requirements set out in the FTA's Title VI Circular, 4702.1A.

On June 1, 2013, the City contracted with Moore & Associates to prepare the Title VI Report Update to be consistent with current FTA guidelines for Title VI compliance as set forth in FTA Circular 4702.1A.

A copy of the 2013 Title VI Program Update Report is available for review in the City Manager's Office.

RECOMMENDATION: That the City Council approve the 2013 Title VI Program Update and authorize City staff to submit the program to the FTA for approval on behalf of the City.

P:\pubworks\General\Council\Transit - Approval of the 2013 City of Porterville Federal Transit Administration Title VI Report Update - 2013-10-01.doc

Dir B82 Appropriated/Funded MB CM J

Item No. 6

COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: APPROVAL OF THE FIRST AMENDMENT TO THE AGREEMENT FOR TRANSIT SERVICES BETWEEN THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF PORTERVILLE

SOURCE: Public Works Department - Transit

COMMENT: On July 19, 2011, the City and the Tulare County Association of Governments (TCAG) entered into an agreement for the purpose of establishing the administrative responsibilities of the Tulare County Regional Transit Pass (T-Pass).

The T-Pass is a regional monthly pass for unlimited fixed route rides on transit provider systems in Tulare County. The Tulare County fixed route transit providers include: City of Visalia, City of Tulare, City of Dinuba, County of Tulare, and the City of Porterville.

Since the original agreement, the T-Pass purchase price was set at \$45 and provided no guidance or authority to change the T-Pass purchase price in the future.

The amended agreement now authorizes the TCAG Board to approve the mutually agreed price of the T-Pass.

RECOMMENDATION: That the City Council:

1. Approve the attached First Amendment to Agreement for Transit Services;
2. Authorize the Mayor to execute the Amended Transit Services Agreement for transit services; and
3. Authorize staff to forward the executed Amended Agreement for Transit Services to TCAG.

ATTACHMENT: First Amendment to Agreement for Transit Services

P:\pubworks\General\Council\Transit - Approval of the First Amendment to the Agreement for Transit Services Between TCAG and the City - 2013-10-01.doc

Dir BSR Appropriated/Funded MB CM J

Item No. 7

**AGREEMENT
TRANSIT SERVICES**

**FIRST AMENDMENT TO AGREEMENT
FOR TRANSIT SERVICES
BETWEEN THE TULARE COUNTY ASSOCIATION OF
GOVERNMENTS (TCAG)
AND THE CITY OF PORTERVILLE**

The agreement entered into on July 19, 2011 is amended on October 1, 2013 between the City of Porterville, hereinafter referred to as "AGENCY" and the Tulare County Association of Governments hereinafter referred to as "TCAG" with reference to the following:

A. The TCAG and AGENCY entered into Agreement on July 19, 2011, for the purpose of establishing the administrative responsibilities of the Tulare County Regional Transit Pass (T-PASS);

B. The TCAG and AGENCY agree to amend Agreement to update RECITALS to state:

WHEREAS, the T-Pass is a regional monthly pass for unlimited fixed route rides on transit systems in Tulare County; and

WHEREAS, the Tulare County fixed route transit providers include: City of Visalia (Visalia Transit, Visalia Towne Trolley), City of Tulare (Tulare Intermodal Express), City of Dinuba (Dinuba Area Regional Transit), City of Porterville (Porterville Transit), and the County of Tulare (Tulare County Area Transit) transit services; and

WHEREAS, the T-Pass is available for purchase for an mutually agreed amount approved by the TCAG Board at agency outlets throughout the County; and

WHEREAS, TCAG and AGENCY desire for TCAG to provide certain services related to the administration of the T-Pass program, concerning the collection and distribution of program funds based upon ridership; and

WHEREAS, TCAG has a similar agreement with the County of Tulare, City of Visalia, City of Tulare, City of Dinuba, and the City of Porterville; and

C. This amendment shall become effective October 1, 2013.

ACCORDINGLY, IT IS AGREED:

I. October 1, 2013, RECITALS are hereby substituted with the following language which is made a part of this Agreement by reference:

WHEREAS, the T-Pass is available for purchase for an mutually agreed amount approved by the TCAG Board at agency outlets throughout the County; and

**AGREEMENT
TRANSIT SERVICES**

II. Except as provided above, all other terms and conditions of Agreement for Transit Services shall remain in full force and effect.

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

Tulare County Association of Governments

Date _____

By _____
Executive Director

AGENCY (City of Porterville)

By _____
Mayor

Date _____

Approved as to Form
County Counsel

By _____
Deputy County Counsel

Date _____

COUNCIL AGENDA: OCTOBER 1, 2013

CONSENT CALENDAR

SUBJECT: CONSIDERATION OF TEMPORARY CARGO CONTAINER
REQUEST


SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION

COMMENT: In 2005, the City Council approved Resolution 29-2005 (Attachment 1), interpreting ambiguity regarding temporary, mobile, and permanent development. Many factors were considered with this resolution, and one specifically pertained to the use of cargo/shipping containers (commonly known as sea trains) for temporary use. At that time, the Council determined that shipping containers are not a permanent commercial building, and that approval of a temporary building would require Council approval.

Consistent with this resolution, a few businesses have requested Council approval to use cargo containers during the holiday season, typically October into January to allow for removal, to accommodate additional storage needs associated with increased sales. The Council has approved these requests as they are received when warranted. Other stores are using them without City approval but the City has not proactively pursued compliance due to the short term of use and the timeline to secure approval. One such request has been submitted so far this year, from Walmart Store # 1877 at 1250 W. Henderson Avenue (Attachment 2). Walmart is requesting approval in compliance with City policy.

In this particular case, 24 storage containers are requested for the period beginning October 1, 2013, to January 1, 2014, (93 days). While the request is until January 1, 2014, staff suggests extending the period until January 31 to accommodate time needed to remove the containers after the holiday season ends. Staff can support this temporary use for this timeframe, consistent with past precedent. The sea trains are situated in the most remote portion of the parking lot and will not obstruct access to parking for Walmart or other businesses. They are also located to minimize views from the public right of way. Further, of the 961 parking spaces on the Walmart parking lot, 72 spaces would be lost during this timeframe to accommodate the temporary placement of storage containers. Because the store only requires 419 spaces, the store would continue to be over-parked even with the temporary structures. Staff recommends the following conditions of approval:

1. The number and location of sea trains shall conform to Exhibit 2.
2. The sea trains shall be permitted to be maintained on the site from October 1, 2013 to January 31, 2014.

DD  Appropriated/Funded N/A CM 1

Item No. 8

3. The proposed temporary structures shall comply with all applicable local, state, and federal laws.

RECOMMENDATION: That the City Council approve the request for a temporary structure permit as outlined above and subject to the site plan and conditions of approval.

ATTACHMENTS:

1. Resolution 29-2005
2. Request from Wal-Mart

RESOLUTION NO. 29-2005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING INTERPRETATIONS OF AMBIGUITY AND
STATEMENTS OF CITY COUNCIL INTENT WITH REGARD TO
TEMPORARY, MOBILE AND PERMANENT DEVELOPMENT

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

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

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

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

- 1) **Permanent Commercial Buildings:** In order to be considered a "permanent" commercial building, subject only to securing a building permit, a structure must be affixed to the ground through a foundation, foundation system or other similar means, except as described below. By this standard, shipping containers, catering trucks, and trailers would not be considered "permanent" commercial buildings. Modular buildings, sheds, pre-fabricated buildings, etc., may be considered to be permanent buildings provided they are affixed to foundations. Full development standards as required by City Code would apply in such cases.
- 2) **Permanent Commercial Buildings – Exception for Food Vending Booths:** Food vending booths, food or coffee kiosks, "hot-dog" stands etc. without a foundation may be considered to be "permanent" provided the following conditions are met.
 - a) The type and location of the use is permitted by the Zoning Ordinance.

**ATTACHMENT
ITEM NO. |**

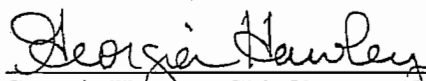
- b) The type, location, and intensity of the use are included in all calculations of site improvement requirements, including parking calculations, etc.
 - c) The development is clearly accessory to the primary use of the site, and its hours of operation are limited to those of the primary use.
 - d) The development fully complies with adopted building codes, including fire protection and the requirements of State and Local Public Health authorities.
- 3) **Permanent Commercial Buildings – Exception for Approved Temporary Buildings:** Modular and similar buildings, whether on permanent foundations or not, may be approved by the City Council as temporary buildings. Site development standards for such cases shall be determined as described below.
- 4) **Non-Standard Development as Accessory Use:** Except for on-farm produce stands, non-standard development will only be approved as an accessory to standard, permanent development on the same site, or on an adjacent related site. This will help to ensure that minimum site improvements are provided for commercial uses.
- 5) **Time Limits Required for Non-Standard Development:** Non-standard development may be approved by the City Council as either a “Temporary Building” or a “Street Vendor” as appropriate. In all such cases, approval will be for a limited period of time. The approval period will not typically exceed the reasonable period of time necessary to secure a permanent replacement. In some cases, a reasonable period of time may be granted to allow for market testing, “proof-of-concept”, etc. Site improvement standards for such development shall be determined by the City Council on a case-by-case basis using guidelines as established below.
- 6) **Development Standards – Non-Standard Development:** All non-standard development requires approval by the City Council with appropriate Conditions of Approval. Such development may require site improvements that differ from those required for permanent development. Staff reports for such proposals should identify both the proposed site improvements and the improvements that would be required for similar, permanent development.

- 7) **Temporary Building Permits – Effect on Standards for Existing Conforming Development:** Temporary buildings may be approved only with clear time limits, and with a finding by City Council that the development is to accommodate a time of business stress or emergency or a construction project. For this reason, the City Council may authorize such uses in circumstances that would cause an existing, conforming development to become non-conforming for the duration of the use. For example, a temporary modular building could be authorized to occupy required parking spaces in a commercial development. It is the intent of City Council to weigh such modifications against both the need and duration of the temporary building. Except in extra-ordinary cases, the City Council would not expect to authorize a permit that creates a non-conforming circumstance for a period longer than 90 days.
- 8) **Conditional Use Permits for “Street Vending” – Effect on Standards for Existing Conforming Development -** Conditional Use Permits for “Street Vending” for periods longer than five days do not require a finding of business stress or emergency. For that reason, such uses will not be permitted to cause an existing conforming development to become non-conforming.
- 9) **Standards of Review – Non-standard Development:** It is the intent of City Council to consider the impact that proposed Temporary Building Permits and Conditional Use Permits for longer term street vending will have on other similar businesses. Such uses are intended to offer flexibility under unusual circumstances and will not be encouraged as a means to compete with businesses in permanent buildings by avoiding development standards that would otherwise apply.
- 10) **Compliance with Zoning Ordinance and City Code – Non-Standard Development:** None of the above shall be construed to permit non-standard development to violate the Zoning Ordinance or other provisions of City Code. No use may be authorized by a Temporary Building Permit or as a Conditional Use Permit for street vending that is not permitted by the underlying Zoning Classification. Such restriction includes limitations on outdoor sales where applicable.


Pedro R. Martinez, Mayor

ATTEST:

John Longley, City Clerk

By 
Georgia Hawley, Chief Deputy City Clerk

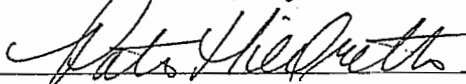
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 1st day of March, 2005.

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

Council:	WEST	IRISH	HAMILTON	STADTHERR	MARTINEZ
AYES:	X	X	X		X
NOES:					
ABSTAIN:					
ABSENT:				X	

JOHN LONGLEY, City Clerk


by Patrice Hildreth, Deputy City Clerk

Brian Crabbe

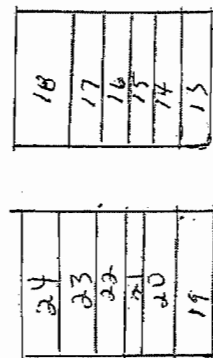
Shift Manager

Wal-Mart
22814

5618-282-655

✓

559-623-6379

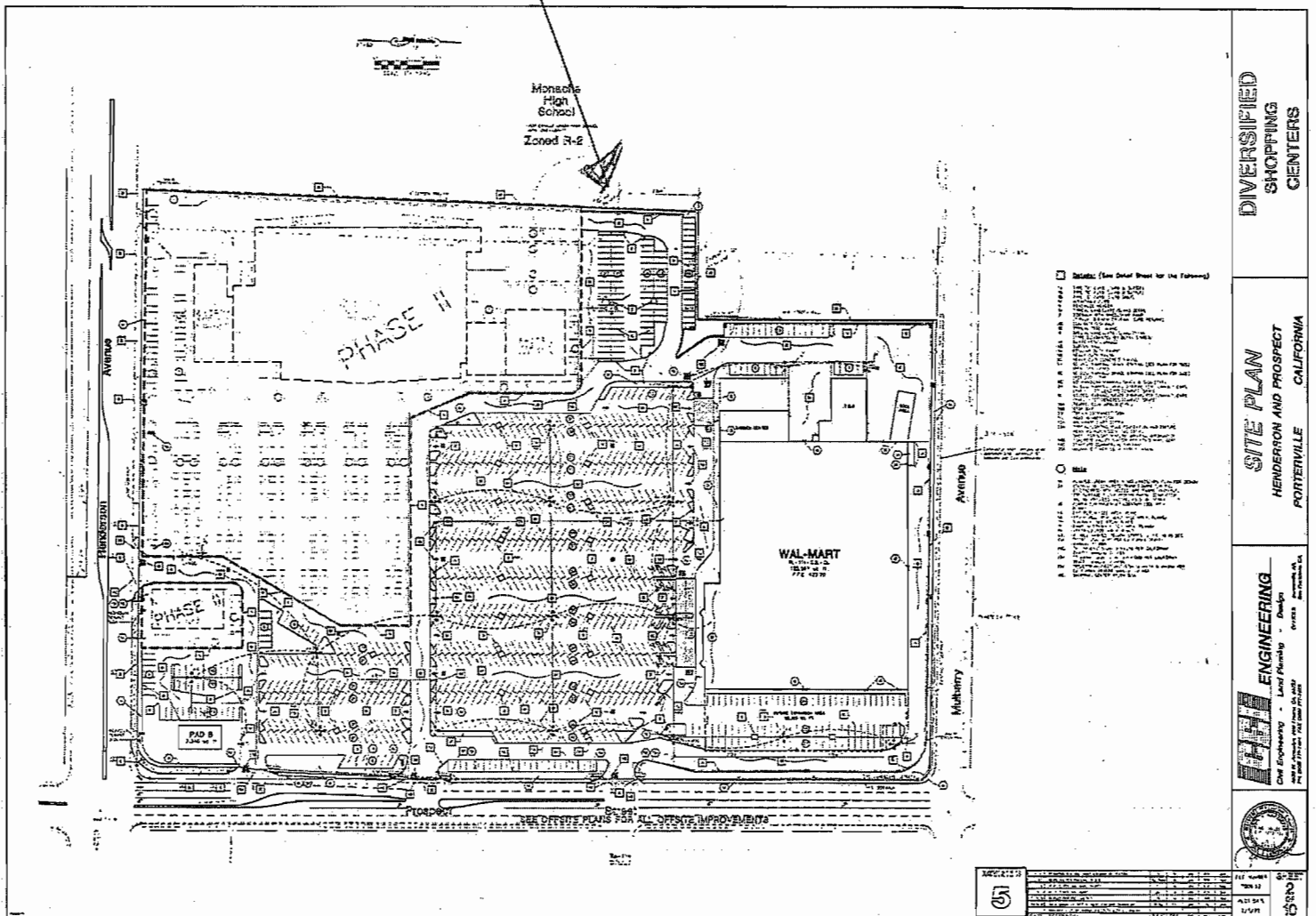


24 Total Storage

Contacts for

Holiday 2013

Oct 1 2023 - Jan 1 2024

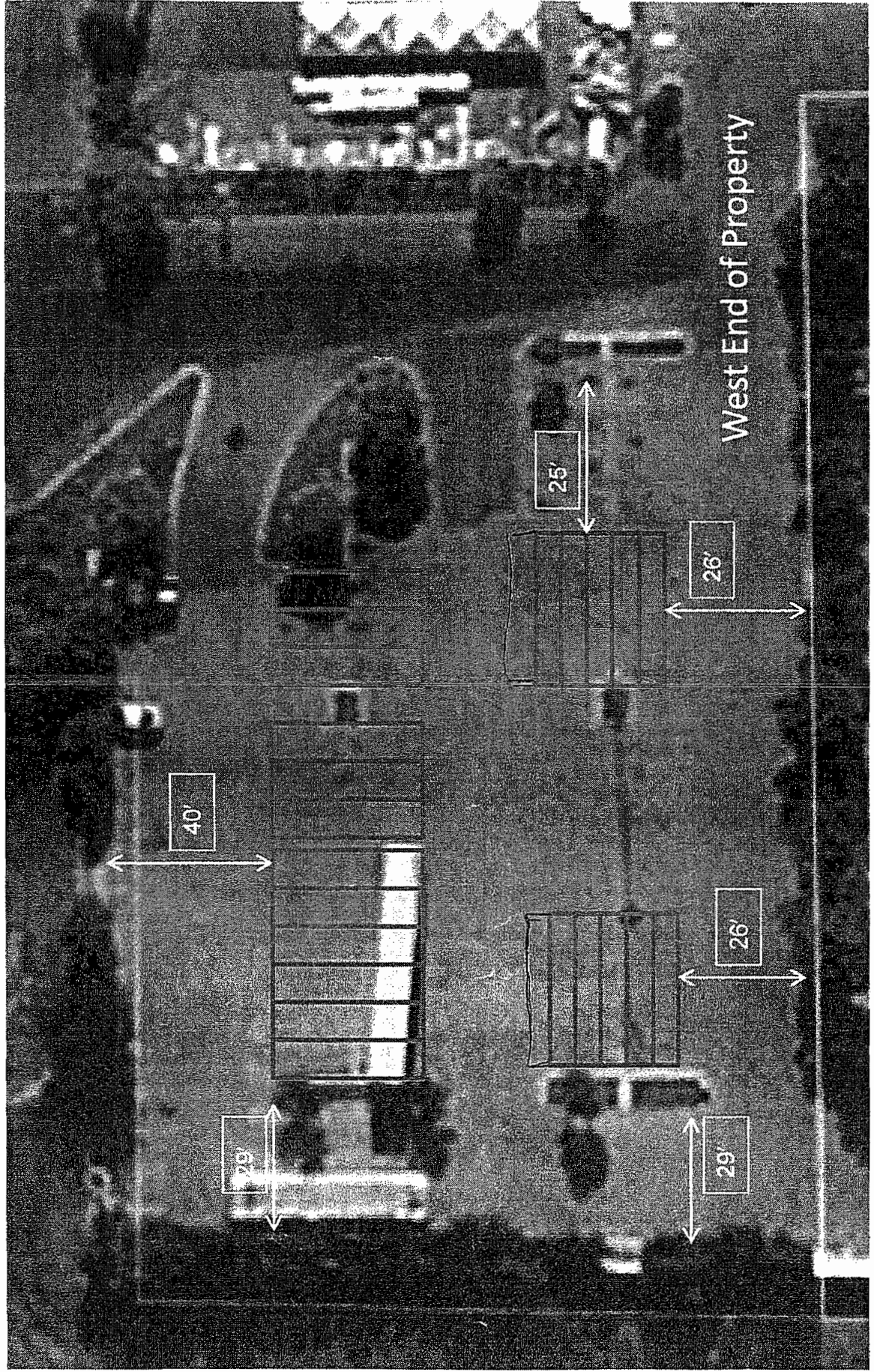


ATTACHMENT
ITEM NO. 2



Holiday Storage Plan

1250 W. Henderson Ave



COUNCIL AGENDA: OCTOBER 1, 2013

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - VETERANS' HOMECOMING COMMITTEE - VETERANS' DAY PARADE - NOVEMBER 11, 2013

SOURCE: Finance Department

COMMENT: The Veterans' Homecoming Committee is requesting approval to hold its annual Veterans' Day Parade on Monday, November 11, 2013, from 6:00 a.m. to 12:00 p.m. They are requesting the closure of Main Street from Doris Avenue to Olive Avenue and also the streets per the attached map.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from the Veterans' Homecoming Committee, subject to the Restrictions and Requirements contained in the Application, Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

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

DD

MB

Appropriated/Funded

MB

CM

J

Item No.

9

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: SEP 12 2013 Event date: 11/11/2013
Event time: 0500 - 1200
Name of Event: VETERANS DAY PARADE

Sponsoring organization: VETS Homecoming Community Phone # 781-7759
Address: 1900 W. OQUE AV.

Authorized representative: DON R. DOWLING Phone # 920-2659
Address: 1238 LINDA VISTA, PORTERVILLE 93257

Event chairperson: ED. FLORY Phone # 784-0730

Location of event MAIN STREET PORTERVILLE

(Location map must be attached)

Type of event: PARADE

Non-profit organization status: BL# 7536

(IRS Determination)

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

Barricades (quantity): 80 Street sweeping Yes ☐ No ☐

Police protection Yes ☐ No ☐ Refuse pickup Yes ☐ No ☐

Other: _____

Parks facility application required: Yes ☐ No ☐ Attached ☐

Assembly permit required: Yes ☐ No ☐ Attached ☐

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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



Authorized Representative Initials

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



Authorized Representative Initials

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





Authorized Representative Initials

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



Authorized Representative Initials

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

VETERANS HOME COME 		9-12-2013
(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 Event date: 11/11/13 Event time: 0500-1200

[illegible]

3 of 4

CITY OF PORTERVILLE

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

Name of event: VETERANS DAY PARADE

Sponsoring organization: VETERANS Homecoming Committee

Event date: 11/11/13 Hours: 0500 - 1200

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
MAIN	DORIS	GRAND	
SECOND		OLIVE	
SUNNY SIDE	DORIS	MORTEN	
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

Please see attached map

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

VETERANS' HOMECOMING COMMITTEE

VETERANS' DAY PARADE

NOVEMBER 11, 2013

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Director:

B. Dunlap

No comments.

Field Services Manager:

B. Styles

City sponsored parade. City staff will provide closures and clean up.

Fire Chief:

G. Irish,

No comment.

Parks and Leisure Services Director:

D. Moore

Parade set-up crew need to be cognizant of annual Veterans' Day Run until 8:45 a.m. Vehicles to remain off of grass in Centennial Plaza. Downtown planters are to be kept clean.

Police Captain:

D. Haynes

Please see proposed conditions and requirements on Exhibit B.

Administrative Services Director:

P. Hildreth

Please see attached Exhibit A, page 2.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Veterans' Homecoming Committee
Event: Veterans' Day Parade
Event Chairman: Ed Flory
Location: Main Street from Danner Ave. to Orange Ave.
Date of Event: November 11, 2013

RISK MANAGEMENT: Conditions of Approval

1. The following street sections are not authorized for closure and shall remain open to vehicular traffic.
 - a. Division Street and Hockett Street between Oak Avenue and Olive Avenue
 - b. Oak Avenue from Division Street to 'D' Street
 - c. Streets adjacent to the Police Station and Fire Station No.1
 - d. Orange Avenue, east and west traffic flow
2. That the Veterans' Homecoming Committee 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 and the Successor Agency to the Porterville Redevelopment Agency as Additional Insured against all claims arising from, or in connection with, the Sponsoring Organization'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.
3. The use of sidewalks, during this event, for any purpose other than normal pedestrian traffic, e.g., food booths, sales booths, displays, bleachers, etc., is prohibited within a ten-foot radius of all walk-up Versa-Teller operations.

CITY OF PORTERVILLE
Community Civic Event Application

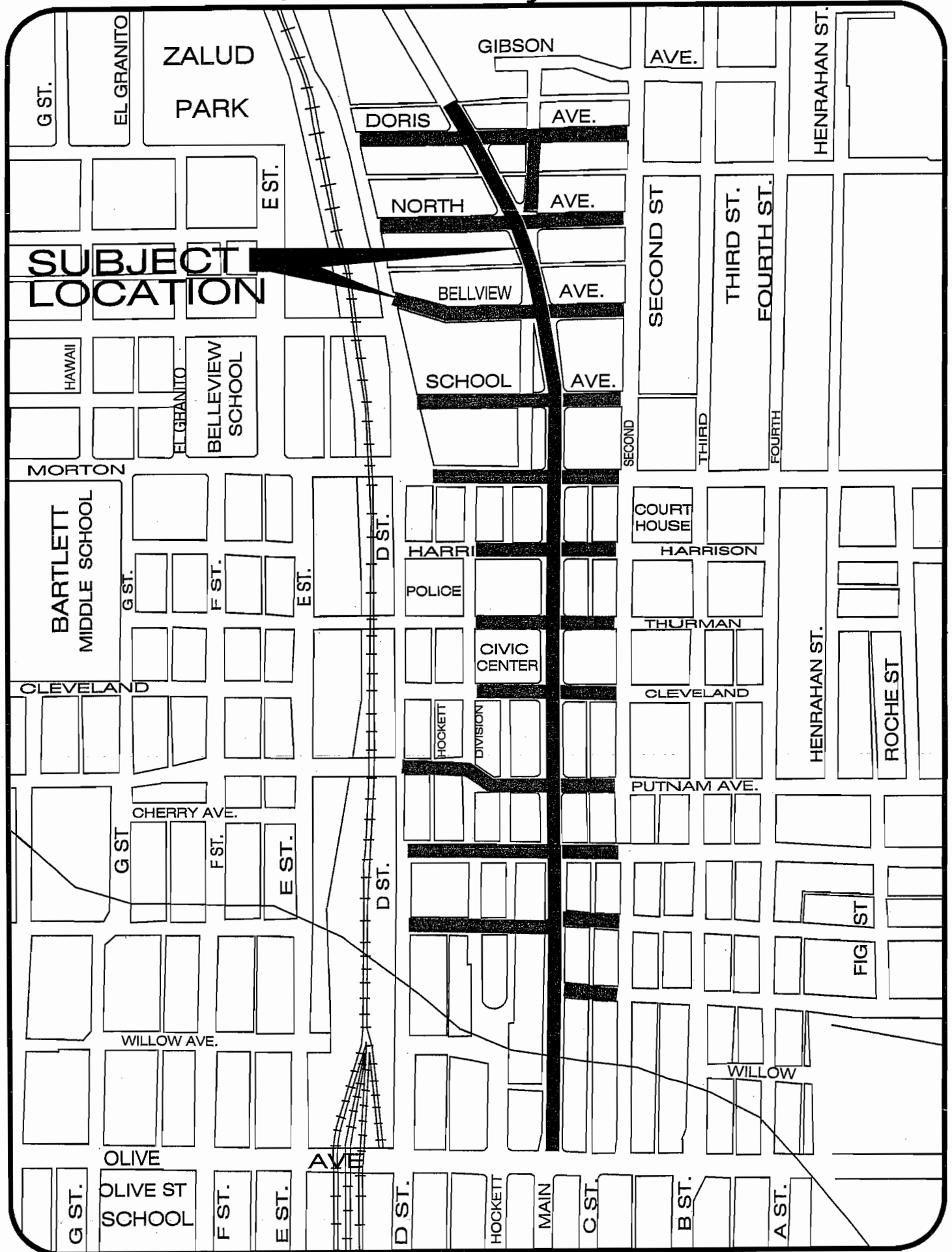
VETERANS DAY PARADE- Nov. 11, 2013

Proposed Conditions/Requirements for Veteran's Day Parade

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Veteran's Homecoming Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers
 - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the Veteran's Homecoming Committee, to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- Event organizers shall coordinate all policing/traffic/parking/posting concerns with Sergeant R. Carrillo well in advance of the event. Sergeant Carrillo can be contacted at 559-782-7408/559-782-7400.

Dan Haynes, Captain
Police Department

Veteran's Day Parade



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: DON R. DOWLING
1238 LINDA, VISTA. PORTERVILLE CA. 93257.
- 2 Address where amplification equipment is to be used: CITY HALL
- 3 Names and addresses of all persons who will use or operate the amplification equipment: ED FLORY
DOWLING, 1900 W. OLIVE
- 4 Type of event for which amplification equipment will be used: PANADA.
- 5 Dates and hours of operation of amplification equipment: 11/11/13. 0800 - 1200.
- 6 A general description of the sound amplifying equipment to be used: Large w/speakers

Section 18-9

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

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

Section 18-14

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

Penal Code Section 415 (2)

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

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

[Signature]
Signature of Applicant

9/12/2013.
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

9-13-13
Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
 09/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141 0679	CONTACT NAME: PHONE (A/C No. Ext): 800-669-9944 FAX (A/C No.): E-MAIL ADDRESS:														
INSURED Veterans Homecoming Committee 339 East Oak Ave. Porterville, CA 93257	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AIX Spec. Ins. Co.</td> <td>12033</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: AIX Spec. Ins. Co.	12033	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		HFZ CL 0020212 2	09/16/2013	09/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Veterans Day Parade - November 11th, 2013

CERTIFICATE HOLDER
CANCELLATION

 The City of Porterville, & Successor Agency
 to the Porterville Redevelopment Agency
 Attn: Anita Gustafson
 291 North Main Street
 Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

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HFZ-CL-0020212-2

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph C., **Who Is An Insured** of **SECTION II - LIABILITY** is changed to include as an insured any person or organization named as an additional insured on a certificate of insurance issued by us or our agent, but only to the extent of their liability arising out of your operations while providing service for the additional insured.

All other terms and conditions of this policy shall remain unchanged.

COUNCIL AGENDA: October 1, 2013

SUBJECT: ADOPTION OF A RESOLUTION OF RECOGNITION FOR THE DONATION OF A SIREN TO BE INSTALLED AT FIRE STATION #1

SOURCE: City Manager

COMMENT: City Council Member McCracken requested, and the Council approved, the consideration of adopting a Resolution of Recognition of the efforts of the Exchange Club of Porterville and American Legion Post #20 in donating the funds for the purchase and installation of a siren at Fire Station #1, to be used as a signal for the Moment of Silence at the Eleventh Hour of the Eleventh Day of the Eleventh Month during the Annual Veteran's Day Parade. Council Member McCracken also proposed the installation of a plaque at Fire Station #1 to commemorate the donation, which is estimated to cost approximately \$500, and would be funded from the Council's Special Purposes Fund.

RECOMMENDATION: That the City Council consider adopting a Resolution of Recognition authorizing the preparation and installation of a plaque commemorating the efforts and donation of the Exchange Club of Porterville and the American Legion Post #20 of a siren at Fire Station #1, funded from the Council's Special Purposes Fund.

ATTACHMENT: Draft Resolution

C/M 

Item No. 10

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
RECOGNIZING THE EXCHANGE CLUB OF PORTERVILLE AND
AMERICAN LEGION POST #20 FOR THEIR DONATION OF A SIREN TO BE
INSTALLED AT FIRE STATION #1

WHEREAS, the city of Porterville held a parade on November 11, 1918, in celebration of Armistice Day ending World War I; and

WHEREAS, the city of Porterville annually remembers this historic occasion with a parade and a moment of silence at the eleventh hour of the eleventh day of the eleventh month as tribute to those who made the ultimate sacrifice; and

WHEREAS, until 1996 the moment of silence was announced by sounding the warning siren at Fire Station #1; and

WHEREAS, the solemnity of the annual remembrance of the War to End All Wars has suffered since 1996 when the siren became inoperative; and

WHEREAS, the Exchange Club of Porterville recognized the need for a siren as an integral component of the remembrance; and

WHEREAS, the Exchange Club of Porterville, with the assistance of American Legion Post 20, has raised the funds necessary to purchase and install a replacement siren; and

WHEREAS, the Exchange Club of Porterville, together with the American Legion Post #20, has offered a donation of Three Thousand Dollars (\$3,000) to the City of Porterville for the purchase and installation of a siren at Fire Station #1 to be used to announce the moment of silence during the Veterans' Day Parade and for other city emergencies as necessary; and

WHEREAS, the City of Porterville has accepted the unsolicited donation and agrees to purchase and install the siren at Fire Station #1; and

WHEREAS, the City Council desires to recognize the efforts of the Exchange Club of Porterville and American Legion Post 20 in perpetuity.

NOW THEREFORE, it is hereby RESOLVED as follows:

That the City of Porterville thank the Exchange Club of Porterville and American Legion Post 20 for the unsolicited donation, and be it further resolved that the donation be memorialized by means of a brass plaque, commissioned at the expense of the City of Porterville, containing:

- The names of both the Exchange Club of Porterville and the American Legion Post 20;
- The date of installation of the siren;
- The inscription, "In remembrance of those who made the ultimate sacrifice"; and
- The names of Pete Lara, President of the Exchange Club of Porterville, and David Nena, Commander, American Legion Post 20.

And that said plaque shall be installed on Fire Station #1 where the public may view it.

PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF October, 2013.

Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: APPROVAL OF PROPOSED PROCLAMATION – TEEN READ WEEK

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION


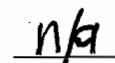

COMMENT: At its meeting of July 16, 2013, the Council amended the process by which proclamations are approved. The new process requires a majority of the Council to approve the request prior to a City proclamation being made.

City Library staff has requested that the Council consider approval of a proclamation in support of Teen Read Week. The Council has issued a proclamation in prior years for this event. If approved, it is requested that the proclamation be presented at the City Council Meeting of October 15, 2013.

For Council's information, the Council will be considering amending the process by which proclamations are approved during scheduled matters on this agenda. In the event the process is amended, the Council could, at its discretion, apply the amended process to this proclamation by removing it from the Consent Calendar for consideration at the end of the scheduled matters.

RECOMMENDATION: That the City Council consider the approval of the proposed Proclamation declaring October 13 – 19, 2013 as "Teen Read Week."

ATTACHMENT: Proposed Proclamation

 _____ Dir	 _____ Approp./ Funded	 _____ CM
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Item No. 11

DRAFT PROCLAMATION

WHEREAS, the ability to read and process information is a basic survival skill in our global information society; and

WHEREAS, the reading proficiency of teens has remained stagnant over the last thirty years; and

WHEREAS, the number of students who can read but choose not to do so is increasing; and

WHEREAS, the most effective way to improve reading skills is to read regularly and often; and

WHEREAS, too few teens think reading is a valuable tool for enjoyment and relaxation as well as for schoolwork; and

WHEREAS, regular daily reading for the fun of it creates the reading habit for life; and

WHEREAS, parents, teachers, librarians, and all concerned adults can serve as role models by reading for fun themselves.

NOW, THEREFORE, I, CAMERON HAMILTON, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 13 – 19, 2013 as,

“TEEN READ WEEK”

in the City of Porterville and encourage all teens to read for the fun of it.

PROCLAIMED this 15th day of October, 2013.

Cameron Hamilton,
Mayor

Brian E. Ward,
Vice Mayor

Pete V. McCracken,
Council Member

Greg Shelton,
Council Member

Virginia Gurrola,
Council Member

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: APPROVAL OF PROPOSED PROCLAMATION – PORTERVILLE
RELAY FOR LIFE

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

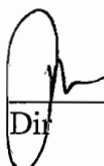
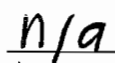
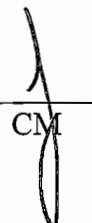
COMMENT: At its meeting of July 16, 2013, the Council amended the process by which proclamations are approved. The new process requires a majority of the Council to approve the request prior to a City proclamation being made.

Mr. Jeff Szeles has requested that the Council consider approval of a proclamation in support of the Porterville Relay for Life event. The Council has issued a proclamation in prior years for this event. If approved, it is requested that the proclamation be presented at the Opening Ceremony of the event on October 5th.

For Council's information, the Council will be considering amending the process by which proclamations are approved during scheduled matters on this agenda. In the event the process is amended, the Council could, at its discretion, apply the amended process to this proclamation by removing it from the Consent Calendar for consideration at the end of the scheduled matters.

RECOMMENDATION: That the City Council consider the approval of the proposed Proclamation declaring October 5 – 6, 2013 as "Relay for Life Days."

ATTACHMENT: Proposed Proclamation

 Dir	 n/a Approp./ Funded	 CM
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Item No. 12



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 9.14.13

Name of Event/Individual: PORTERVILLE RELAY FOR LIFE
i.e. "Porterville Tourism Week" "Mr. John Doe"

Name of Sponsoring Organization: AMERICAN CANCER SOCIETY

Name of Contact Person: JEFF SZELES

Address: 1715 BEL-AIRE AVE. PORTERVILLE

Phone: 559.359.9221 FAX: N/A.

E-mail: JSZELES@SBCGLOBAL.NET

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: OCT 5 2013, IF POSSIBLE PRESENTED AT OPENING

Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

JEFF SZELES, RHONDA SZELES, RANDY PHILLIPS, ROBY PHILLIPS.

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests are placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: _____ Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

DRAFT PROCLAMATION

- WHEREAS: The American Cancer Society is a voluntary community-based coalition of citizens dedicated to eliminating cancer as a major health problem through financial support and education awareness; and
- WHEREAS: Relay for Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone who has ever been diagnosed with cancer), remembers those lost to the disease, provides opportunity to fight back against cancer, and helps fund more than \$100 million in cancer research each year; and
- WHEREAS: The color purple is the signature color of the American Cancer Society's Relay For Life events signifying the passion that cancer survivors and their families and loved ones feel for the eradication of this disease; and
- WHEREAS: The American Cancer Society Relay for Life of Porterville is a community event that allows an opportunity to network with businesses, associates, family and friends, with the same goal of making a difference in the battle against cancer; and
- WHEREAS: Money raised during the American Cancer Society Relay for Life of Porterville helps support research, education, advocacy, and patient services for treating cancer, thereby increasing cancer survival rates. For 100 years, the American Cancer Society has been working to transform cancer from deadly to treatable, and treatable to preventable.

NOW, THEREFORE, I, CAMERON HAMILTON, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 5-6, 2013, as,

RELAY FOR LIFE DAYS

in Porterville; and encourage citizens to recognize and participate in the Relay for Life events at the Summit Charter Collegiate Academy on October 5-6, 2013, in support of those living with cancer, in celebration of cancer survivors, and in remembrance of those who have lost their lives to the disease.

PROCLAIMED this October 1st, 2013.

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: APPROVAL OF PROPOSED PROCLAMATION – FRIENDS OF LIBRARIES WEEK

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

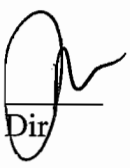
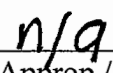
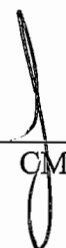
COMMENT: At its meeting of July 16, 2013, the Council amended the process by which proclamations are approved. The new process requires a majority of the Council to approve the request prior to a City proclamation being made.

The Porterville Friends of the Library have requested that the Council consider approval of a proclamation in support of Friends of Libraries Week. The Council has issued a proclamation in prior years for this event. If approved, it is requested that the proclamation be presented at the City Council Meeting of October 15, 2013.

For Council's information, the Council will be considering amending the process by which proclamations are approved during scheduled matters on this agenda. In the event the process is amended, the Council could, at its discretion, apply the amended process to this proclamation by removing it from the Consent Calendar for consideration at the end of the scheduled matters.

RECOMMENDATION: That the City Council consider the approval of the proposed Proclamation declaring October 21 – 27, 2013 as "Friends of Libraries Week."

ATTACHMENT: Proposed Proclamation

 _____ Dir	 _____ Approp./ Funded	 _____ CM
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Item No. 13

DRAFT PROCLAMATION

Whereas, Friends of the Porterville Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year;

Whereas, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

Whereas, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, adult literacy, and children's services;

Whereas, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I, CAMERON HAMILTON, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim October 21 – 27, 2013 as,

"FRIENDS OF LIBRARIES WEEK"

in the City of Porterville and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

PROCLAIMED this 15th day of October, 2013.

Cameron Hamilton,
Mayor

Brian E. Ward,
Vice Mayor

Pete V. McCracken,
Council Member

Greg Shelton,
Council Member

Virginia Gurrola,
Council Member

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: APPROVAL OF PROPOSED PROCLAMATION – COMING OUT DAY

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of July 16, 2013, the Council amended the process by which proclamations are approved. The new process requires a majority of the Council to approve the request prior to a City proclamation being made.

Ms. Melissa McMurrey has requested that the Council consider approval of a proclamation in support of National Coming Out Day. If approved, it is requested that the proclamation be presented at the City Council Meeting of October 15, 2013.

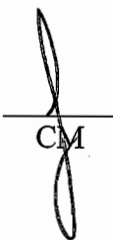
For Council's information, the Council will be considering amending the process by which proclamations are approved during scheduled matters on this agenda. In the event the process is amended, the Council could, at its discretion, apply the amended process to this proclamation by removing it from the Consent Calendar for consideration at the end of the scheduled matters.

RECOMMENDATION: That the City Council consider the approval of the proposed Proclamation declaring October 11, 2013 as "Coming Out Day."

ATTACHMENT: Proposed Proclamation


Dir

n/a
Approp./
Funded


CM

Item No. 14



City of Porterville
REQUEST FOR PROCLAMATION

RECEIVED



SEP 20 2013
CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 9/17/13
Name of Event/Individual: National Coming Day 2013
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Gay Porterville
Name of Contact Person: Melissa McMurrey
Address: 2059 Linda Vista Avenue Porterville, CA
Phone: 559-361-8719 FAX: N/A 93255
E-mail: Melissa@gayporterville.com

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: 10/11/13

Date of Council Meeting to be presented, if applicable: October 15, 2013
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Melissa McMurrey Gay Porterville

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

All requests are placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 9/25/13 Approved by Council: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____
Comment: _____

National Coming Out Day 2013

Whereas: National Coming Out Day on October 11 is celebrated internationally and in Porterville as a day of self-affirmation and awareness of lesbian, gay, bisexual, and transgender (LGBT) issues, by members of the LGBT community, their families, friends, and allies regardless of ethnicity, race, religious affiliation, political affiliation, profession, or socio-economic status.

Whereas: National Coming Out Day was founded in 1988 to celebrate the second National March on Washington for Lesbian and Gay rights in 1987, in which 500,000 people marched on our Nation's Capital to raise awareness of and garner support for the LGBT community.

Whereas: Coming out, which is public self-acknowledgement of belonging to the LGBT community, is recognized by many as a significant life experience. It is a turning point from concealing one's identity to the fulfillment of being true to one's self to claim dignity, empowerment, and self-respect, and to receiving the tolerance and support from others that is deserved by all.

Whereas: For students in Porterville, coming out can be particularly difficult in light of bullying and harassment occurring in schools and on social media platforms.

Whereas: Numerous studies show that inclusion of Gay-Straight Alliances (GSA) and LGBT-inclusive curricula in schools have positive and significant impacts in reducing homophobic remarks towards, and feelings of insecurity among LGBT students.

Whereas: There are many organizations working in Porterville, CA towards creating an accepting and supportive community for all Porterville residents including Gay Porterville, The Trevor Project, Porterville College Pride Club, Porterville Equality and Fairness for All Coalition, PFLAG Tulare-Kings.

Now, Therefore I, Cameron Hamilton, Mayor Of Porterville, on behalf of the Porterville City Council do hereby proclaim October 11, 2013, as

"National Coming Out Day" in recognition of the courage it takes to come out and respect for the diversity and dignity of all LGBT community members and employees of Porterville.

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS

SOURCE: Administration


COMMENT: In accordance with the City Council's Resolution of Local Emergency adopted on December 21, 2010, and pursuant to Article 14, Section 8630 of the California Emergency Services Act, the Council must review the status of its local emergency at every regularly scheduled meeting and make a determination whether to continue or terminate the local emergency declaration.

Since its last review on September 17, 2013, City staff has continued its coordination with both State and Federal representatives in having made claims for reimbursement for public areas reported as suffering flood damage. An estimated total of \$361,750 in damage repair projects were defined and accepted by both State (CEMA) and Federal (FEMA) emergency agencies, which after final FEMA administrative review, a total of approximately \$270,000 was approved. Although all repair projects were originally to be completed by no later than July 2012, the City received a one (1)-year extension to July 2013.

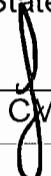
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue (at Hawaii Street). At its meeting on December 18, 2012, the Council accepted the completion of these identified CEMA repairs, including \$90,295.53 in final construction costs.

At its meeting on March 5, 2013, the Council awarded a contract in the amount of \$29,997.25, also to Greg Bartlett Construction (Porterville), for CEMA repairs of West Street and related storm drain improvements between Scranton and Tea Pot Dome Avenues. At its meeting on May 7, 2013, the Council accepted the completion of these identified CEMA repairs, including \$19,392.25 in final construction costs.

At its meeting on April 2, 2013, the Council awarded a contract in the amount of \$138,350 to Intermountain Slurry Seal, Inc. (Reno, Nevada), for the CEMA repair of Henderson Avenue between Patsy and Balmoral Streets. At its meeting on August 6, 2013, the Council accepted the completion of the identified CEMA repairs, which staff continues to work with the State to finalize repair reimbursements.


Dir


App/Fund


Cvl

Item No. 15

RECOMMENDATION:

That the Council:

1. Receive the status report and review of the designated local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

ATTACHMENT: None

COUNCIL AGENDA: October 1, 2013

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Creating a Citizen Advisory Committee for the Oversight of All Animal Control Facilities and Operations

SOURCE: City Manager

COMMENT: Mayor Hamilton has requested that the City Council consider creating a Citizen Advisory Committee for the oversight of all Animal Control facilities and operations.

RECOMMENDATION: Mayor Hamilton makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider creating a Citizen Advisory Committee for the oversight of all Animal Control facilities and operations.

ATTACHMENT: None

C/M 

Item No. 16

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE LIBRARY AND LITERACY COMMISSION

SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: Three seats on the Library and Literacy Commission have terms that expire October 2013. Staff publicized notice of the vacancies and solicited applications from interested individuals.

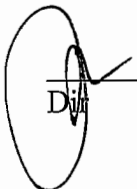

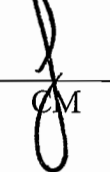
As of the time of Agenda preparation, the City Clerk's office has received the following Requests for Appointment for Council's consideration:

- Jennifer Biagio
- Tamara Bishop (Incumbent)
- Catherine May (Incumbent)

Requests for Appointment received after Agenda preparation will be provided to the City Council and be made available for the public under separate cover.

RECOMMENDATION: That the City Council appoint three individuals to fill the three seats with four-year terms due to expire in October 2017.

ATTACHMENTS: Requests for Appointment

  
Dir. Approp./
Funded CM

Item No. 17

RECEIVED

SEP 11 2013

CITY OF PORTERVILLE
CITY CLERK OFFICE

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Jennifer L. Biagio
(Please Print)

Appointment to: Library & Literacy Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 212 E. Putnam Ave.
Porterville, CA 93257

Mailing Address: (Same)

Name of Business: Porterville Unified School District

☐ Own ☐ Operate

Business Address: 600 W. Grand Avenue
Porterville, CA 93257

Telephone: Home 559. 359. 4228

Work 559. 782. 7110

FAX 559. 788. 0216

E-mail jbiagio@portervilleschools.org

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: _____

I am a Resource Specialist for Porterville
Unified School District. Please see my
attached resumé for my experience with
literacy, work in the community, and
additional leadership responsibilities.

☒ Resume attached

☒ Letter of request attached

Submitted By: Jennifer L. Biagini 9.11.2013
Date

Received by: Luon Zawala

Forwarded to: City Clerk ☒ Date: 9-11-2013

City Council ☒ Date: 9-26-2013

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: Oct 1, 2013

Jennifer L. Biagio
212 East Putnam Avenue
Porterville, California 93257
September 11, 2013

Mr. John Lollis, City Manager
City of Porterville
291 North Main Street
Porterville, California 93257

Dear Mr.Lollis:

I am writing in reference to the current open position on the Porterville Library & Literacy Commission. My name is Jennifer Biagio and I am a Resource Specialist working for the Porterville Unified School District. I have a passionate interest and commitment to excellence in learning and literacy, for not only students, but educators and community members as well. Although my credential and Masters Degree are in Special Education, I have a great passion for English Language Development, intervention systems with progress monitoring, and engaged teaching strategies in literacy. I've participated in several leadership committees for Porterville Unified School District and have, personally, worked with students ranging from Preschool to Twelfth Grade.

Three years ago, I presented a new model to one of the school sites I was working for and with the support of my principal launched this plan school wide. Our efforts paid off and our school gained 71 API points overall and was the only school to get out of Program Improvement in our district. I believe that teams are essential to the growth of students and that students, especially, play a part in this strategy. I have worked with several principals and directors in leadership roles--specifically, the RTI Process of Interventions. I have a great interest in data collection, implementation of best practices, and teaming those together with staff through training and development. Recently, I increased this focus to our English Language Learners and presented a new data monitoring system for our K-6 ELL students during a Governing School Board meeting. Again, the achievement took effect and our school was awarded the Distinguished Flame Torch Award for excellence with all students. Essentially, this system yielded scores with no gaps and an opportunity to highlight that all children can and will learn.

Even more than my love for using best practices in my teaching and diagnostic data tracking of students, is the enjoyment of sharing it with colleagues. In May, I co-authored and led a breakout discussion for community members of Porterville at a Parent Education and Special Education Awareness Conference at Porterville College. I truly believe in life-long learning and growth and would be thrilled to be part of such a forward thinking, resourceful team that would make such an impact for the community of Porterville. As a lifelong resident of Porterville, and daughter of two educators, I see the great influence and need of driving literacy into our community. It is that philosophy that so much appeals to me and confirms my beliefs that I would be a good fit for the Porterville Library & Literacy Commission.

I hope to have an opportunity to demonstrate my abilities to you and others in the near future.

Respectfully,

Jennifer L. Biagio

JENNIFER L. BIAGIO

Improving Performance • Enhancing Programs • Inspiring Systemic Change

212 East Putnam Avenue, Porterville, CA
(559) 359-4228
jbiagio@portervilleschools.org

ENTHUSIASTIC EDUCATOR

...dedicated to guiding all students to succeed while inspiring them with life-long learning.

Visionary Leader, Team Player, and Certificated Special Education Teacher with a Master's Degree coupled with five years' experience instructing elementary and secondary education students, working hands-on with students of all learning capacities, and implementing effective programs for school sites. Background includes three years of studying Fine Arts.

SUMMARY OF QUALIFICATIONS

- A **passionate, creative, and fervent educator**, mentor and advisor who has the philosophy that all children can learn and thrive in a learning environment that is engaging, comforting, and appropriate to their exceptional talents and abilities.
- **Specializations include:** Autism Spectrum, Processing Disorders, Mild/Moderate Handicaps, English as a Second Language (ESL), and Power Brain Teaching.
- **Instructional Leadership** – Motivated team member that appreciates and respects all aspects of working in teams and persevering through with a goal in mind.
- **Connecting with Parents** – Making the collaboration of school to home in education and behavior and educating parents in the areas of special education and the latest in academic technology.
- Utilize a **visionary approach with consistency** to help all students by instilling confidence and knowledge to ensure that *No Child is Left Behind*.

HIGHLIGHTED PROFESSIONAL TEACHING EXPERIENCE

PORTERVILLE UNIFIED SCHOOL DISTRICT, Porterville, CA

June 2009 – Current

Itinerant Resource Specialist

- Primary schools managed include Roche Avenue School (pop.387), Belleview Elementary (pop.495), Olive Street School (pop.740), Westfield Elementary (pop.775), and West Putnam Elementary (pop.490).
- Designed resource and intervention programs to service students ranging in ability levels from mild risk to medically fragile students to Special Day Class identified.
- Supervisor to multiple instructional assistants and behavior intervention specialists. Duties include managing their schedules and curriculum with monitoring strategies for students.
- Design and execute academic, behavior, and social programs for students with Individual Education Plans (IEPs) in correlation with Individuals with Disabilities in Education Act (IDEA) Law and best practices.
- Manage and supply direct instruction in multiple learning interventions school-wide, Kinder – Sixth Grade.
- Enhance teaching using all modalities and engagement strategies using approach by Drs. Robert Marzano and Kate Kinsella.
- At administrative request, attend School Attendance Review Board (SARB) hearings to work with parents and students in better attendance and behavior in school. This partnership is with the court system of the City of Porterville.

Highlighted Achievements

- Created a school-wide spreadsheet documentation to track every student in all facets of their education to monitor for growth and at risk behaviors. By using this method, was able to use the Response to Intervention and Instruction model on site and prevent un-necessary special education testing.
- Academic and Instructional Leader to staff members in training best practices in teaching.
- Mentored and coached students to help boost their confidence and competencies, as evidence by scores and completion of work.
- Assisted Principal, Julissa Leyva, with the organization and submission for the 2011 Categorical Program Monitoring Audit for California.
- Provided Professional Development to staff in the areas of special education and the RTI² Model.

OLIVE STREET ELEMENTARY SCHOOL, Porterville, CA

Sept 2007 – June 2009

Special Day Class Teacher and Resource Specialist

- Developed daily lesson plans and testing materials; leveraged the use of technology to enhance instruction, infusing the use the latest technology to instruct students providing them a hands-on approach to learning.
- Served as an instructional leader by modeling high expectations for students of **all** disabilities and implementing results focused programs.
- Created an environment for students with disabilities, that enriched their opportunities in the areas of Fine Arts and Science Research, in addition to Reading, Writing, and Math subjects.
- Organized a school wide focus to interventions utilizing the special education tier to be included with all other EXCEL modeled leveling for grades 2nd through 6th.
- Using similar formats used in special education, designed and implemented an index sheet to be included in cum files at the end of the school year to track every single intervention for every student on the school site. This resource is still currently being implemented.

LEADERSHIP EXPERIENCE

Committees served:

Porterville Unified School District, Porterville

<i>PUSD Common Core Committee</i>	(March 2012-Current)	<i>Bartlett Junior High Leadership</i>	(2011-2012)
<i>PUSD Student Services Leadership</i>	(2009-Current)	<i>WestEd Leadership Member</i>	(2008-2012)
<i>School Site Council Member</i>	(2009-Current)	<i>ELAC Representative</i>	(2009-2012)
<i>Elementary Leadership Team</i>	(2007-Current)	<i>Response to Intervention Committee</i>	(2010-2011)
<i>Student Study Team</i>	(2007-Current)		

EDUCATION

M.S, Special Education, National University, Fresno, CA – 2009

Thesis: "Response to Intervention and English Language Learners"

Graduated Magna Cum Laude Honors

B.S., Organizational Leadership, Chapman University, Orange, CA – 2004

Minor: Psychology

Graduated Cum Laude Honors

Study Abroad Program-**Florence, Italy**: Fine Arts & Culture – 1999

ASSOCIATIONS & CERTIFICATIONS

California Teacher Certification: Preliminary Level 1 Education Specialist

CLAD English Language Development Certified Teacher

Handwriting Without Tears (Occupational Therapy Curriculum) Certified Teacher

Crisis Prevention Intervention Certificated

Autism Spectrum Best Practices Certificated Teacher

Common Core State Standards Trained Teacher

RECEIVED

SEP 13 2013

CITY OF PORTERVILLE
PERSONNEL

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Tamara Bishop
(Please Print)

Appointment to: Library Commission
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, please provide :

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: Tamara Bishop
a current member of Library
Commission) and working with this
board on future goals.

Member of Inter Se. Portersville's oldest
literary group. (1895) This group helped
establish Portersville Library. Every December,
they donate children's book to the library.

I taught school for 33 years. Have
enjoyed establishing small libraries for
youth groups. I am a member of Delta
Kappa Gamma, Eta Zeta Chapter. (It
is an international group of educators
helping further the education
of teachers. We help new teachers
with supplies and assistance when
needed.)

Submitted By: Tamara Bishop Sept. 10, 2013
Date

Received by: _____

Forwarded to: City Clerk ☒ Date: 9-13-13

City Council ☒ Date: 9-26-13

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: 10-1-13

RECEIVED

SEP 13 2013

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

CITY OF PORTERVILLE
PERSONNEL

Please complete all blanks.

Name: Catherine E. May
(Please Print)

Appointment to: Library and Literacy Commission
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, please provide :

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: currently seated on the Commission

☐ Resume attached

☐ Letter of request attached

Submitted By: Catherine E. May 9/10/13
Date

Received by: _____

Forwarded to: City Clerk ☒ Date: 9/13/13

City Council ☒ Date: 9/26/13

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: Oct 1, 2013

SUBJECT: PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND STATE OF CALIFORNIA, NATIONAL GUARD, AND LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

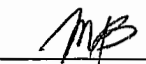
SOURCE: Administration

COMMENT: In January 1967, the City of Porterville (City) entered into a fifty (50) year Lease Agreement with the State of California (State) for the use of vacant property under control of the California National Guard, a portion upon which was constructed the existing Armory facility. As the Lessee, the City was permitted to use the lease land for municipal purposes, and though precluded from sub-leasing the property, could enter into licenses to individuals or groups in use of the property. In December 1979, the City first entered into a License Agreement with the Tulare County Junior Livestock and Community Fair, Inc. (Fair) for the use of the leased property, upon which the Fair expanded in ensuing years. The final License Agreement with the Fair on the use of the leased property was entered into March 2000.

Pursuant to the Lease Agreement (Article 9), the City is responsible for the removal of all additions and/or alterations to the property, and returning the property to its original condition upon the expiration of the lease (February 2017). As the contractor for the State Administrative Office of the Courts is currently demolishing former Fair facilities in preparation for the opening of the new South County Justice Center later this month, the California National Guard has inquired as to its interest of having the lease property returned to its original condition in concert with the opening of the new Courthouse. Pursuant to the License Agreement (Article 3(a)), the Fair is responsible for removing all facilities constructed on the property. Though the Fair has removed most of the facilities and structures on the lease property, much of the underground and supporting infrastructure remains, comprised primarily of concrete foundations and footings.

In support of the California National Guard's interest to have the leased property returned to its original condition, City staff and Fair representatives have met with Guard representatives on the proposed cleanup. After meeting, it has been proposed that the Fair pay the expense of both renting the necessary demolition equipment, as well as the transport and disposal of the resulting waste material, and the City provide in-kind support of qualified City staff to assist in the demolition.


Dir


App/Fund


CM

Item No. 18

City staff has estimated that the demolition of the remaining alterations to the leased property would take approximately four (4) days, with a City labor expense of approximately \$5,850 for six (6) Field Services employees, and equipment rental costs of approximately \$3,000. The transport and disposal of the waste material is estimated at \$3,000. Should the City not participate in-kind in the remaining demolition, then the Fair is prepared to pay a contractor to perform the project.

RECOMMENDATION: That the City Council consider the removal of all additions and/or alterations to the leased property, and to approve the in-kind contribution and assistance of City forces.

ATTACHMENTS:

- 1) Lease Agreement between City of Porterville and State of California: Dated January 16, 1967;
- 2) License Agreement between City of Porterville and Tulare County Junior Livestock and Community Fair, Inc: Dated December 18, 1979; and
- 3) License Agreement between City of Porterville and Tulare County Junior Livestock and Community Fair, Inc: Dated March 7, 2000, and Amended April 17, 2001, and Amended November 5, 2002.

34.6

LEASE

THIS LEASE, made and entered into this 12th day of January, 1907, by and between the State of California, by and through its duly appointed, qualified and acting Adjutant General, hereinafter called the State, and the City of Porterville, a Municipal Corporation, hereinafter called the Lessee.

W I T N E S S E T H:

WHEREAS, State has under its control and possession certain property in the City of Porterville, upon a portion of which has been constructed a State Armory, or upon a portion of which there is under construction a State Armory; and

WHEREAS, said real property was gift deeded to the State of California so as to enable the State of California to construct an Armory adjacent to said premises; and

WHEREAS, it is to the mutual benefit of the parties hereto to have Lessee develop and maintain said portion in good order and condition at Lessee's sole cost and expense; and

WHEREAS, Lessee desires to use said premises for municipal purposes; and

WHEREAS, such use on the terms and conditions set forth herein will not interfere with State's use thereof.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The State hereby leases unto Lessee and the Lessee hereby hires from the State those certain premises situate in the City of Porterville, County of Tulare, State of California, and more particularly described as follows, to-wit:

Beginning at the southwest corner of Lot 1, Block 1, J. P. Murry's Addition to the City of Porterville, Tulare County, California,

J. D. Hurry's Addition; thence westerly along the south lines of Lots 6, 5, 4, 3, 2, and 1 of said Block 1 of said Addition to the point of beginning, subject to any easements and rights of way of record, and containing 2.7 acres, more or less.

2. To have and to hold said leased premises, together with appurtenances, rights, privileges, and easements thereunto belonging or appertaining, unto the Lessee, for the term of Fifty (50) years, commencing on the 1st day of February, 1967 and ending on the 31st day of January, 2017, upon the terms and conditions hereinafter set forth.

3. The Lessee may develop the whole of the demised premises for use as a parking lot or for such other municipal purpose as may from time to time best serve the interest of the citizens of the City of Porterville.

4. Lessee agrees to maintain said premises in a clean, weed-free and sanitary condition. In the event the Lessee subsequently constructs improvements on said premises, Lessee agrees to maintain said improvements in a good state of repair and clean and sanitary condition.

5. Lessee will conduct its activities on the demised premises in such a way that these activities will not interfere with the use by the State of the adjacent Armory facilities.

6. Lessee agrees that State will not have any maintenance responsibility for the demised premises.

7. The Lessee agrees not to commit, suffer or permit any waste on said premises or any act to be done in violation of any laws or ordinances, and not to use or permit the use of said premises for any purpose prohibited by the laws of the United States of America, State of California, or any political subdivision thereof.

8. During the term of this lease and notwithstanding anything

9. In the event the Lessee makes alterations, attaches fixtures or erects additions, structures, or signs in or upon the leased premises, all such additions shall be and remain the exclusive property of the Lessee and shall be removed from the premises by the Lessee prior to the termination of this lease, and the Lessee shall, upon expiration of this lease or any renewal thereof, restore the demised premises to the same condition as that existing prior to the erection or installation of such additions, alterations, structures, fixtures or signs, reasonable and ordinary wear and tear and damage by the elements, by acts of God or by circumstances over which the Lessee has no control excepted. Should the Lessee fail or refuse to remove said additions, alterations, structures, fixtures or signs upon termination of this lease or any removal thereof, then the State may enter into said premises and do so at Lessee's sole cost and expense.

10. The Lessee hereby agrees not to call upon State to make any improvements or repairs on said premises, but Lessee agrees to keep same in good order and condition at Lessee's own expense.

11. The State reserves the right to grant rights and easements in or upon the demised premises as long as such grants do not interfere unreasonably with the rights of the Lessee.

12. The Lessee agrees to indemnify and save harmless the State, its officers, its agents and employees from any and all claims or losses accruing or resulting to any and all persons, firms or corporations in connection with this lease and from any and all claims or losses accruing from or resulting to a person, firm, or corporation who may be injured or damaged by the Lessee.

13. The Lessee hereby agrees that in the event of a declared national emergency or mobilization that State may terminate this lease at any time by giving written notice to the Lessee at least ninety days prior to the date when such termination shall become effective.

14. In the event the State intends to enlarge the Armory, or in the event that the State requires construction of a maintenance and/or training facility separate from the Armory, and in the event the State requires the demised premises or a portion thereof in connection with said construction then, and in that event, the Lessee hereby agrees that the State may terminate this lease by giving written notice to the Lessee at least one year prior to the date when such termination shall become effective.

15. Lessee shall furnish a certificate of insurance to the State with amounts of combined single limited comprehensive liability insurance of not less than Two Hundred Fifty Thousand Dollars (\$250,000), the certificate of insurance shall provide that the insurer will not cancel the insured's coverage without ten (10) days' prior written notice to the State.

Lessee agrees that the insurance herein provided for shall be in effect at all times during the term of this lease. In the event said insurance coverage expires at any time or times during the term of this lease, Lessee agrees to provide the State Department General Services, State Capitol, Sacramento, California, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Lessee agrees that

at any time during the term hereof by giving notice to the State at least ninety (90) days next prior to the date when such termination shall become effective.

17. In the event of the breach by the Lessee of any of the covenants herein contained on the part of the Lessee to be kept and performed, it shall be lawful for the State to enter into and upon the leased premises, and every part thereof, and remove all persons and property therefrom, and to enjoy the leased premises as in the first and former estate of the State, anything to the contrary herein contained notwithstanding.

18. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To Lessee, City of Porterville, 291 North Main Street, Porterville, California: and to the State at Military Department, Office of the Adjutant General, 2520 Marconi Avenue, Sacramento, California. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinabove provided, but nothing herein contained shall preclude the giving of any such written notice by personal service.

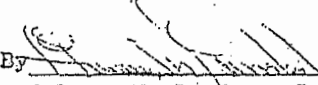
19. Any holding over after the expiration of the said term or any extension thereof with the consent of the State, shall be construed as a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, as far as applicable.

20. Lessee agrees that it will not assign or sub-lease these premises without the written consent of the Lessor. However, nothing in this paragraph shall prevent the Lessee from licensing individuals or organizations from making use of the property so as to attain the


request therefor so long as said use is not incompatible with and does not interfere with City's normal use of said property.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

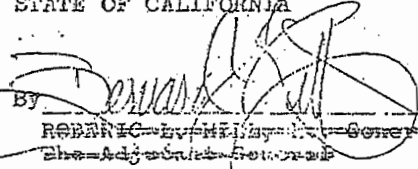
CITY OF PORTERVILLE
a Municipal Corporation

By 
Aubrey M. Lumley, Jr., Mayor

ATTEST:



Roy R. Pederson, City Clerk

STATE OF CALIFORNIA

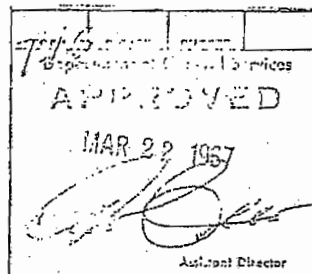
By 
~~ROBERT C. HILLY~~ ~~Brigadier General~~
~~The Adjutant General~~

BERNARD J. KITT
Brigadier General
Acting The Adjutant General

Approved as to legal form


City Attorney

Date 12-15-66



RESOLUTION NO. 4564

AUTHORIZING REQUEST FOR LONG
TERM LEASE, ARMORY PROPERTY

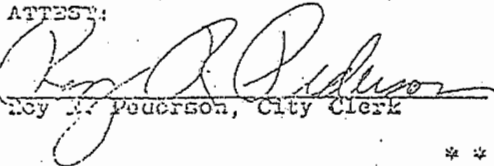
WHEREAS, the Council of the City of Porterville determined that it would be of mutual benefit to the City of Porterville and to the State of California for the City to lease the portion of the Armory property not being used for Armory purposes.

THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the City request a lease of said property from the State of California for a period of 99 years or such other long term lease as may be authorized by the State of California.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville be authorized to execute said lease on behalf of the City.


Aubrey H. Lumley, Jr., Mayor

ATTEST:


Roy R. Pederson, City Clerk

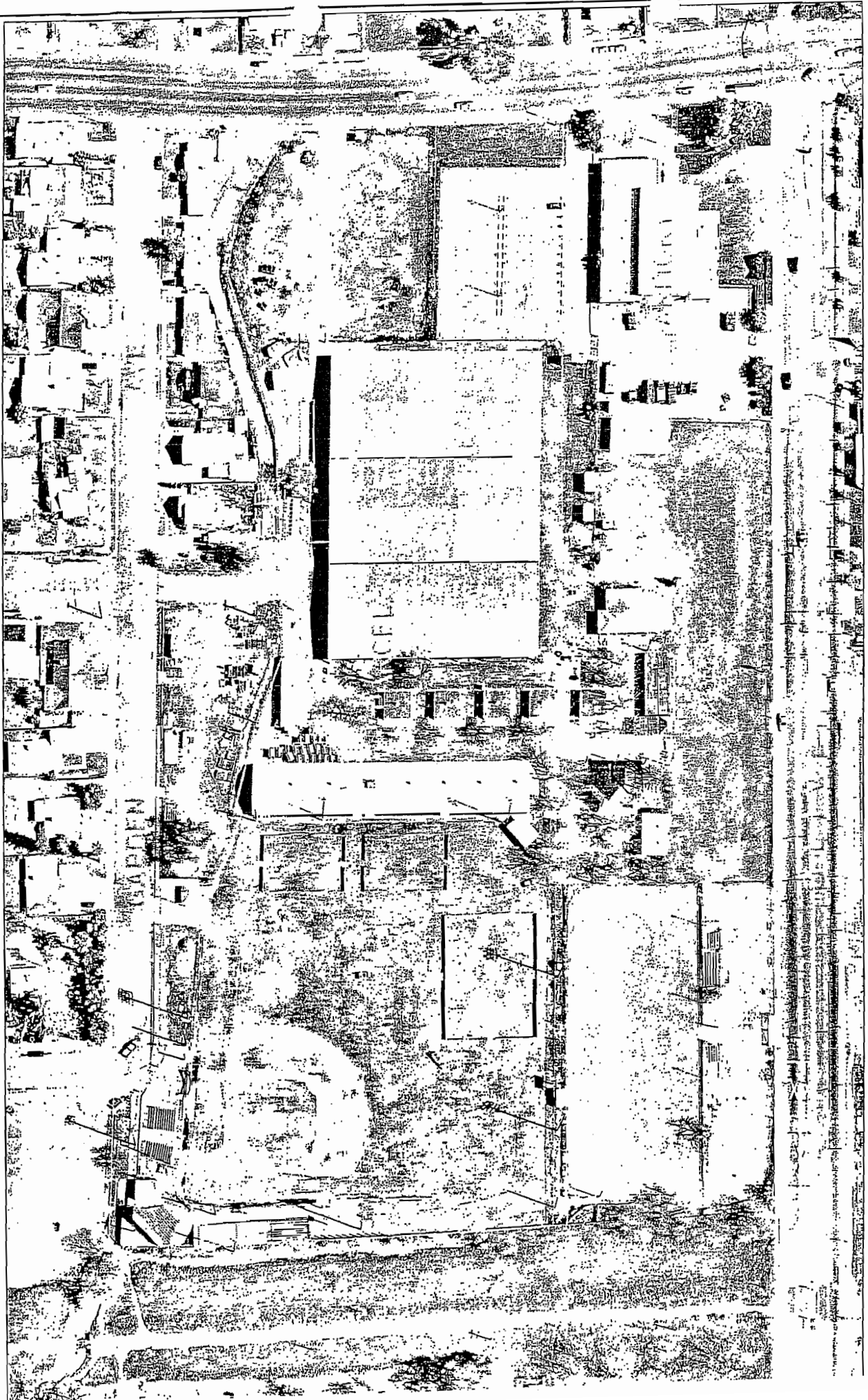
* * * * *

STATE OF CALIFORNIA | SS
COUNTY OF TULARE

I, ROY R. PEDERSON, the duly appointed and acting City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City Council regularly called and held on the 15th day of November, 1966.

ROY R. PEDERSON, City Clerk

D. M. 11. 1. 10



CITY OF PORTERVILLE
ENGINEERING DIVISION
201 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 209 752-7422

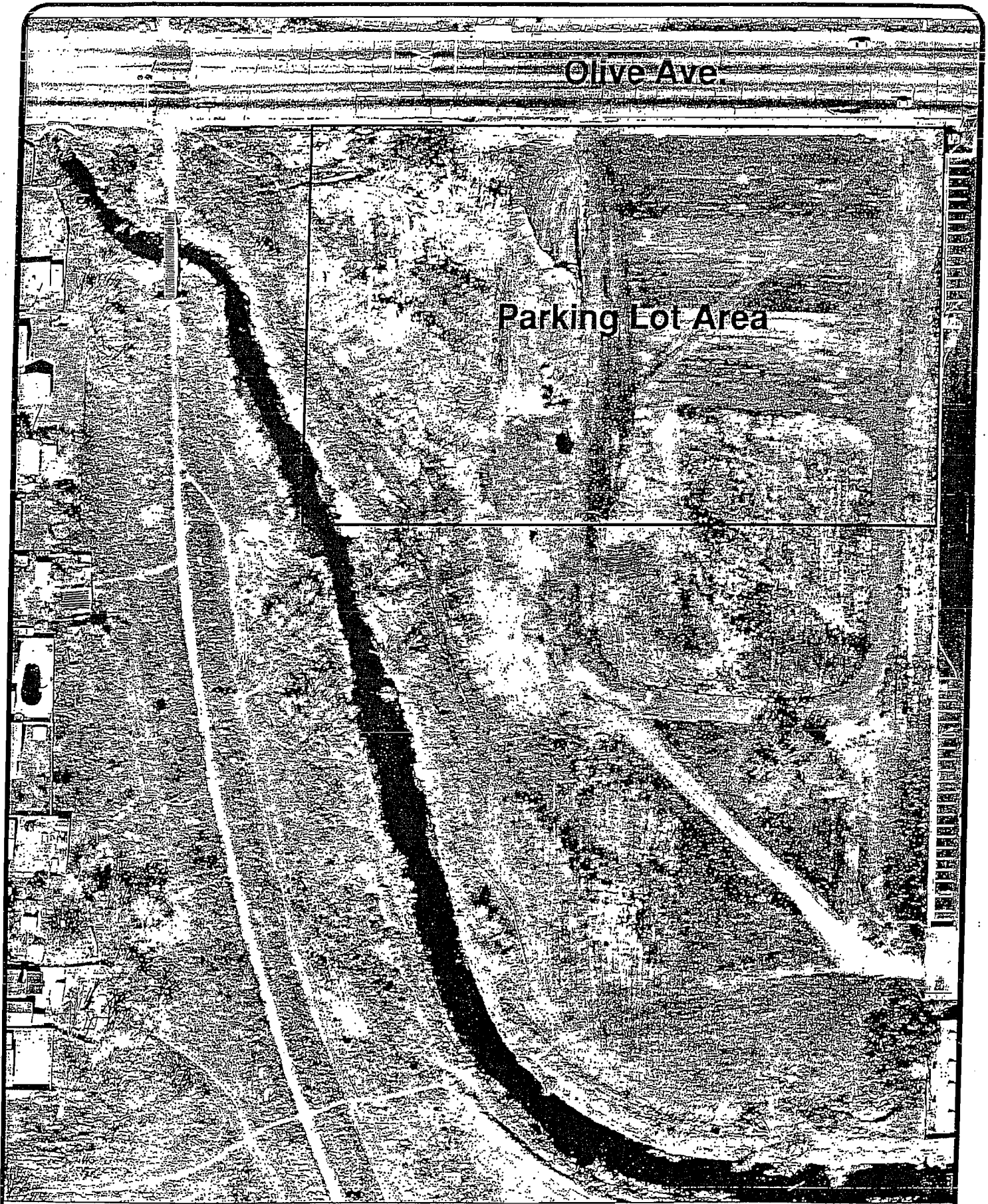
DESIGNED BY _____ DATE _____
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____

APPROVED BY _____ DATE _____
APPROVED BY _____ DATE _____
CITY ENGINEER _____ DATE _____

REVISION NO. _____ DATE _____

EXHIBIT "A"

SHEET



Fair Grounds Parking South of Olive Ave.
Exhibit "R"

LICENSE AGREEMENT WITH THE TULARE COUNTY
JUNIOR LIVESTOCK AND COMMUNITY FAIR

This Agreement made and entered into by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called the "City", and THE TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, a corporation, hereinafter called the "Fair".

RECITALS:

(a) WHEREAS, the City is the owner of certain real property located in the City of Porterville, County of Tulare, State of California, and known generally as the Porterville Municipal Ball Park, with said real property generally described in Exhibit "A" attached hereto and made a part hereof by reference, excepting Parcel ³ ~~2~~ of Exhibit "A" leased to the City by the State of California;

(b) WHEREAS, the Fair is a non-profit corporation formed for the purpose of making provision for and annually conducting a Junior Livestock and Community Fair, for the benefit of agricultural students of college, high school and grammar school age, which undertaking the City recognizes as being of great advantage and importance to the Porterville community, including the City of Porterville; and

(c) WHEREAS, the City wishes to extend the use of said property so that the beneficial use of the same may be utilized to its greatest advantage.

NOW, THEREFORE, it is hereby agreed between the City and the Fair as follows, to wit:

1. The City hereby grants the Fair an exclusive license to occupy, use and employ the Parcels 2 and 3 described in Exhibit "A", excluding therefrom any public street, alley, or way, during the term of this Agreement, and an exclusive license to occupy, use and employ Parcels 1 and 4 described in Exhibit "A", excluding therefrom any public street, alley, or way, for a continued period of 21 days each calendar year throughout the term of this Lease and a non-exclusive license to use said Parcels for the balance of the term of this Agreement. The 21 day period shall be determined in the manner and at the time set forth herein.

2. The City, in consideration of the promises and undertaking of the Fair hereinafter set forth, does hereby grant to the Fair the following:

(a) An exclusive license to construct and thereafter to maintain, or at the discretion of the Fair, to remove without damage to the premises all stock barns, poultry and small livestock houses, livestock show rings with necessary bleachers, for the housing exhibition, judging and sale at or auction, or private sale, of all kinds of livestock and poultry together with such other buildings and structures suitable or deemed suitable by

Fair for purposes of the activities of the Fair upon Parcels 2 and 3 as set forth in Exhibit "A" attached hereto, including, but not limited to, those structures heretofore constructed thereon by Fair. Said structures, buildings and improvements may be of such material and construction as Fair may deem proper but shall be in conformity and made to comply with the Uniform Building Code of the City and, in particular, there shall be allowed a minimum of at least 22 feet of clear space on all sides of each building or structure placed, built, erected or constructed upon said parcels.

(b) The license to make exclusive use of said Parcels 1 and 4, together with the buildings, structures, improvements and facilities located thereon including concession booths and stands, shall be for the purpose of preparing for and conducting thereon a Junior Livestock Show and Stock Sale and Community Fair of the same general nature as that heretofore conducted by Fair upon the premises, for a continuous period of 21 days during each calendar year throughout the term of the license, it being stipulated that said 21 days' period covered by this license shall be between the dates of May 1 and June 5 of each year during the license period, with the right on behalf of the Fair to determine the exact dates upon which the use of said property is to be made by the Fair in each calendar year, with the duty and obligation on behalf of the Fair to advise the City Manager of the City of Porterville in writing of the said 21 days chosen for carrying on such activity at least 60 days prior to the Community Fair dates selected by the Fair.

(c) The Fair agrees that it shall not construct, or cause to be constructed any permanent building or structure on Parcel 1. However, nothing herein shall prevent the erection of temporary facilities to be used in connection with the presentation of the Community Fair during said 21 day period. Said temporary facilities shall be removed at the conclusion of said fair.

3. Fair shall not suffer, permit or allow any livestock to be brought upon Parcel 1 without the consent of the City, except such livestock as may be employed or used in entertainments presented in connection with said fair.

4. Fair shall at all times while carrying on or conducting any activities under this license, conform to, fully observe and comply with all ordinances, rules and regulations of the City, County of Tulare, and the State of California governing use of said real property, including the terms of that certain Lease between the State of California and City with respect to said Parcel ³ dated January 10, 1967.

5. City specifically agrees that nothing herein contained shall be deemed to prohibit the presentation by Fair, for profit of the Fair, in connection with carrying on and conducting said livestock show and fair, of amateur and professional entertainment of vaudeville, variety or circus type entertainment and all other similar forms of entertainment; provided, however that Fair shall make no use or suffer, permit or allow any use to be made of

Parcel 1 for the purpose of carrying on or conducting of any form of entertainment on Parcel 1 making use of animals, or otherwise, which will cause appreciable damage to Parcel 1 or the surface of the earth, sod or grass on Parcel 1.

6. Fair shall have the right to use and employ Parcels 2, 3 and 4 for any legitimate purpose or activity at any time, provided such use of Parcel 4 shall not interfere with the use thereof by the City, or by other licensees or lessees of the City who have made prior reservations thereof.

7. The Fair, as a material part of the consideration to be rendered to the City for the granting of this license, covenants and agrees that the City shall be free from all liability and claims for damages by reason of any injury to any person or persons, including death, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with the said licensed premises, or the premises adjacent thereto during any period in which the Fair makes use of the premises described herein. It is further stipulated and agreed that the Fair shall, and it does hereby save and indemnify the City of Porterville, 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 of the demised premises, together with all costs and attorney's fees; that at all times during which the Fair makes any use of the premises herein, said Fair shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully pre-paid thereon, property damage and personal liability insurance in the minimum sums of One Million Dollars (\$1,000,000.00) per occurrence Bodily Injury, One Hundred Thousand Dollars (\$100,000.00) per occurrence Property Damage or One Million Dollars (\$1,000,000.00) combined single limit of Bodily Injury and Property Damage and shall file with the City of Porterville the original policies and/or certificate thereof. In the event of a Carnival or like activity a Five Million Dollar (\$5,000,000.00) combined single limit of Bodily Injury and Property damage shall be required. In lieu of the foregoing arrangement, the City may, at the City's election, maintain the required policies of liability insurance and the Fair will reimburse the City for premiums paid with respect to such insurance upon demand.

Fair further agrees promptly to obtain, and hereinafter during the life of this licensing agreement to maintain in force, in the name of the City of Porterville, a policy or policies of fire, extended coverage, and vandalism insurance in a sum equal to the full replacement cost of said buildings and structures and to make payment for all premiums thereon.

The City agrees that in the event of any loss to buildings constructed by Fair and covered by such insurance policy, the entire sum payable by reason of such loss shall be payable directly to the Fair.

8. Fair shall at its own proper cost and expense pay and discharge all power bills, electric light bills, telephone, gas utilities and all other occupational charges for the premises during the period of its occupancy under this license.

9. Fair shall, without cost to City, at and during the holding of all public gatherings upon Parcels 1 and 4 conducted by the Fair, cause to be removed from such premises all paper, litter, trash, garbage, refuse litter and debris, and at the completion of each of its occupational periods hereunder, shall leave and surrender such premises to the City in good clean, sanitary condition, free from litter, refuse, paper, trash litter and debris of all kinds and character..

10. Fair stipulates and agrees at all times during its occupancy of the premises to keep and maintain the improvements thereon together with the fixtures, plumbing fixtures, lighting fixtures, and sanitary fixtures in good condition, state of repair and operating condition.

11. Fair shall and it does hereby undertake and agree to replace or repair any structure or structures situated on Parcels 1 and 4, excluding therefrom grandstand, bleachers and fence located on Parcel 1, which are destroyed or damaged by any risk, hazard or casualty insurable under a standard form of fire, extended coverage, and vandalism insurance policy, at the sole cost and expense of Fair.

12. If Fair shall fail, neglect or refuse for any cause to pay, do or perform any of the terms, covenants, provisions, stipulations or agreements hereof on the part and behalf of the Fair to be paid, kept and performed, City may at its option terminate and cancel this license and Fair shall have no right to exercise any further rights or benefits under this license.

13. This license shall remain in full force and effect for a period commencing this date and terminating December 31, 1984.

DATED: December 18, 1979

CITY OF PORTERVILLE

By: Theodore G. Ensslin
Theodore G. Ensslin, Mayor

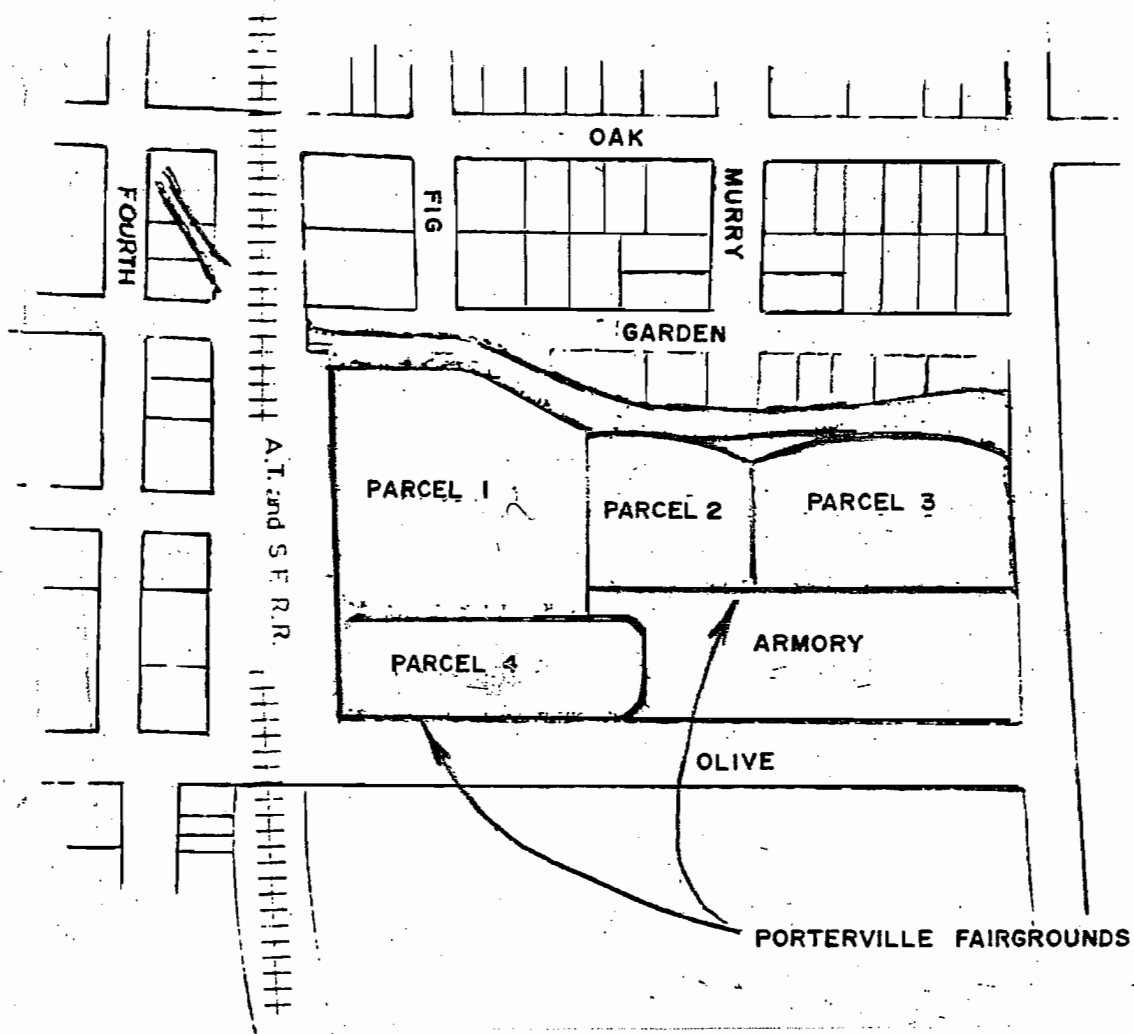
ATTEST:

C.G. Hufaker
C.G. Hufaker, City Clerk

BOARD OF TRUSTEES OF TULARE
COUNTY JUNIOR LIVESTOCK AND
COMMUNITY FAIR.

By: William R. Rodgers
President

William J. Lebel
Secretary



Original

LICENSE AGREEMENT WITH TULARE COUNTY JUNIOR
LIVESTOCK AND COMMUNITY FAIR, INC.

This Agreement, made and entered into by and between the City of Porterville, a charter law city and municipal corporation (the "City") and the Tulare County Junior Livestock and Community Fair, Inc., a California Corporation (the "Fair") effective this 7th day of March, 2000.

R E C I T A L S:

WHEREAS, City is the owner of certain real property located in the City of Porterville, County of Tulare, State of California, designated as Parcels 1, 2 and 4 of Exhibit "A" attached hereto and made a part hereof by this reference (individually, respectively, "Parcel 1," "Parcel 2" and "Parcel 4"); and is the lessee of Parcel 3 of Exhibit "A" ("Parcel 3"), by way of a certain Lease Agreement, dated January 10, 1967, between the City and State of California (Parcel 1, Parcel 2, Parcel 3 and Parcel 4 being collectively referred to herein as "Porterville Municipal Ball Park and Grounds" or "Premises"); and

WHEREAS, Fair is a non-profit corporation formed for the purpose of making provision for and annually conducting a Junior Livestock and Community Fair (the "Annual Fair"), for the benefit of agricultural students of college, high school and grammar school age, which undertaking City recognizes as being of great advantage and importance to the Porterville Community, including the City of Porterville; and

WHEREAS, City wishes to utilize the Porterville Municipal Ball Park and Grounds to its greatest advantage for the benefit of the residents of the Porterville community, by extending the use of the facilities to Fair.

NOW, THEREFORE, IT IS HEREBY AGREED by and between City and Fair as follows, to wit:

1. For a consideration, including the promises, covenants and undertakings as hereinafter set forth, Fair hereby agrees within thirty (30) days from the effective date of this Agreement, to Grant Deed to City, free of encumbrances, its interest in Lots 1 and 2 in Block J of J.P. Murry's Addition in the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, at Page 10 of Maps in the Office of the County Recorder of said County, excepting from said Lot 1 those portions thereof conveyed to the City of Porterville by Deeds recorded on

January 5, 1939 in Book 832, at Page 99, and on March 21, 1950 in Book 1430, at Page 178, of Official Records; said Lots 1 and 2, hereinafter designated, collectively, as Parcel 5 of Exhibit A. If at any time subsequent to the termination of this Agreement, or any subsequent Agreement regarding the Premises, the Premises are no longer used or employed for conducting an annual Junior Livestock and Community Fair, then, and in that event, City will Quit Claim to Fair its interest in said Lots comprising Parcel 5.

2. For a consideration, including the promises, covenants and undertakings as hereinafter set forth, City hereby grants to Fair, to the extent permitted by, and at all times subject to the limitations of, City's lease of Parcel 3 from the State of California, an exclusive license to occupy, use and employ Parcels 2, 3, and 5 as described in Exhibit "A", excluding therefrom any public street, alley or way, during the term of this Agreement, and further grants to Fair an exclusive license to occupy, use and employ Parcels 1 and 4 as described in Exhibit "A", excluding therefrom any public street, alley, or way, for the period from May 9 through June 5 in each calendar year throughout the term of this Agreement.

3. City, in further consideration of the promises, covenants, and undertakings of Fair hereinafter set forth, does hereby agree as follows:

(a) The exclusive license described in paragraph 2, herein, includes the right to construct and thereafter to maintain on Parcels 2, 3, and 5, or at the discretion of Fair or upon termination of this Agreement or revocation of the licenses, to remove without damage to the premises, all stock, barns, restrooms, dressing rooms, poultry and small livestock houses, livestock show rings with necessary bleachers, and other pertinent facilities, for the purpose of housing exhibitions, judging and sale or auction, or private sale, of all kinds of livestock and poultry, together with such other buildings and structures suitable or deemed suitable by Fair for purposes of the activities of Fair and utilizing the license set forth in paragraph 2 herein. City hereby acknowledges and accepts, as part of this Agreement, the structures that have been heretofore constructed on Parcels 2, 3, and 5 by Fair.

Said structures, buildings and improvements may be of such material and construction as Fair may deem proper but shall be in conformity and maintained in such a manner in order to comply with applicable provisions of the latest Edition of the Uniform Building Code adopted by City and, in particular, shall be required to maintain at least 22 feet of clear space on all sides of each building or structure placed, built, erected, constructed, or maintained upon said Parcels, and no structure will be placed closer than 10 feet

to a common interior property line. Plans and specifications for all proposed structural improvements shall be submitted to the City for approval, and shall be subject to all applicable plan check fees.

(b) For the term of this Agreement, the license to make exclusive use of Parcels 1 and 4 each calendar year during the period of the Annual Fair, together with the use of buildings, structures, improvements and facilities located thereon, including concession booths and stands, shall be for the purpose of preparing for and conducting thereon an Annual Fair of the same general nature as that heretofore conducted by Fair upon those premises.

(c) Fair understands and agrees that, notwithstanding the exclusive right herein granted to occupy, use and employ Parcels 1 and 4 during the period of the Annual Fair each calendar year, that it shall not construct, or cause to be constructed, any building or structure which would be considered permanent, or attached, to the real property known as Parcels 1 and 4. However, nothing herein shall prevent the erection of temporary facilities to be used in connection with the presentation of the Annual Fair during said exclusive use period. Fair shall promptly remove any temporary facilities, buildings, structures or appurtenances, located on Parcels 1 and 4 at the conclusion of each exclusive use period.

(d) For the term of this Agreement, and providing Fair remains in compliance with all conditions set forth herein, a community civic event permit is hereby granted to Fair in order to permit the Annual Fair on the Premises. In the event the conduct of activities associated with an Annual Fair warrant consideration of the closure of one or more public streets, Fair shall make application and seek City approval of a separate community civic event permit in a timely manner.

4. Fair shall not suffer, permit or allow any livestock to be brought upon Parcel 1 without the consent of City, except such livestock as may be employed or used in entertainment presented in connection with said Annual Fair.

5. Fair shall at all times while carrying on or conducting any activities under this Agreement, conform to, fully observe and comply with all applicable ordinances, rules and regulations of the City, County of Tulare, and the State of California governing use of said real property, including as required by the terms of that certain Lease between the State of California and City with respect to Parcel 3, said Lease being dated January 10, 1967.

6. City specifically agrees that nothing herein contained shall be deemed to prohibit the presentation by Fair, for profit of Fair in connection with carrying on and conducting said Annual Fair, of amateur and professional entertainment of vaudeville, variety or circus type entertainment and all other similar forms of entertainments; provided, however, that Fair shall make no use or suffer, permit or allow any use to be made, of Parcel 1 for the purpose of carrying on or conducting of any form of entertainment on Parcel 1 making use of animals or otherwise, which will cause appreciable damage to Parcel 1 or the surface of the earth, sod or grass of Parcel 1.

7. The right to use and employ the Premises, excluding Parcel 1, shall include the right to exercise any legitimate activity or purpose during the pertinent times permitted herein.

8. Fair, as a material part of the consideration to be rendered to City for the execution of this Agreement, and for the granting of the licenses contained herein, covenants and agrees during the term of this Agreement to:

(a) accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents, employees, and assigns from any actions, claims, damages, disabilities or the cost of litigation, including Attorneys' fees, that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Fair hereunder, whether or not there is passive concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or by Fair, or its agents or employees, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

(b) procure the following insurance which shall be full coverage insurance, not subject to self-insurance provisions and shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement:

(1) COMPREHENSIVE GENERAL LIABILITY INSURANCE. Including contractual liability, and personal injury liability and property damage with at least two million dollars (\$2,000,000) liability limit per occurrence, and having a deductible of not more than \$5,000. In the event of a carnival or like activity, five million dollars (\$5,000,00) combined single limit of bodily injury and property damage shall

be required. Prior to commencement of the term of this Agreement, Fair shall provide City with an original Certificate of Insurance, together with a signed endorsement naming the City as Additional Insured and acknowledging that thirty (30) days written notice of cancellation or material change shall be given City. Coverage shall be primary as to any other insurance with respect to performance of this Agreement, be with a company having an A.M. Best Rating of not less than A:VII, and be an admitted insurer in the State of California.

(2) COMMERCIAL PROPERTY INSURANCE. Providing basic coverages for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of the City, and in a sum equal to the full replacement cost of all buildings and structures on Parcels 2, 3 and 5, regardless of whether said buildings or structures are improvements by Fair or City, and to make payment for all premiums thereon. City agrees that in the event of any loss to buildings or structures constructed by the Fair and covered by the insurance policy, the entire sum payable by reason of such loss shall be payable directly to Fair. In lieu of the foregoing arrangement, City may, at City's sole discretion, maintain the required policy of Property Insurance and Fair will reimburse City for premiums paid with respect to such insurance upon demand.

(3) WORKERS' COMPENSATION INSURANCE. To statutory limits, when applicable to employees of the Fair, in accordance with State Law.

(c) require renters, sub-lessors, or any other users of all or any part of the premises, to provide evidence satisfactory to the Fair of General Liability Insurance, in amounts and with terms not less restrictive than set forth in paragraph 8, (b), (1) above, and naming the City and the Fair as Additional Insured.

(d) comply with changes which are expected to occur from time to time in the terms and /or limits of insurance coverages required by City. When applicable, Fair will be notified in writing of such changes by City's Risk Manager not less than ninety (90) days prior to the expiration/renewal date of the policy or policies affected.

9. Fair shall, at its own proper cost and expense, pay and discharge all electric bills, and all refuse collection, sewer, telephone, water and gas utility fees, and, with respect to Parcels 1 and 4, applicable facility user fees for the premises during the period of its occupancy during this Agreement. Fair

shall not cause or permit any on-site utilities serving the premises to be extended off the premises to serve properties or uses adjacent to the premises with such on-premise utilities.

10. Fair shall, without cost to City, at and during the holding of all public gatherings upon Parcels 1 and/or 4 conducted by Fair, cause to be removed from such premises all paper, litter, trash, garbage, refuse and debris, and at the completion of each period in which it occupies such premises, shall leave and surrender such premises to the City in a good, clean and sanitary condition, free from litter, refuse, paper, trash and debris of all kinds and character. Should Fair fail to comply with this provision in a timely manner, City may, at its discretion, arrange for the premises to be restored to a clean and sanitary condition, free from litter, refuse and debris of all kinds and character, and bill Fair for all costs associated with restoring the premises.

11. Fair stipulates and agrees at all times during its occupancy of the premises to keep and maintain the improvements located thereon, together with the fixtures, plumbing fixtures, lighting fixtures, and sanitary fixtures, in good condition, state of repair and operational.

12. Fair shall and it does hereby undertake and agree to replace or repair any structure or structures situated on Parcels 1 and 4 which are destroyed or damaged during any exclusive use period for the Annual Fair, by any risks, hazard or casualty insurable under the standard form of fire, extended coverage, and vandalism insurance policy, at the sole cost and expense of Fair, and without limitation to the amount of insurance proceeds received by the parties as a result of such loss or losses.


13. If Fair shall fail, neglect or refuse for any cause to pay, do or perform any of the terms, covenants, provisions, stipulations or agreements hereof on the part and behalf of Fair to be paid, kept and performed, City may, at its option, terminate and cancel this Agreement and Fair shall have no right to exercise any rights or benefits under the Agreement, including any licenses herein.

14. This Agreement shall remain in full force and effect for the period commencing this date and terminating December 31, 2015.


Dated: March 7, 2000

CITY OF PORTERVILLE

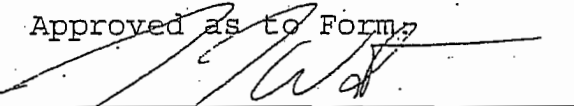
BY:


VIRGINIA R. GURROLA, Mayor

ATTEST:

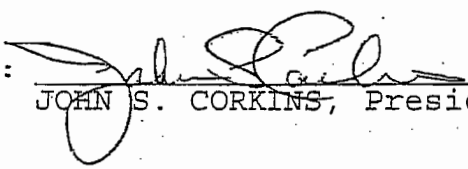

C. G. HUFFAKER, City Clerk

Approved as to Form

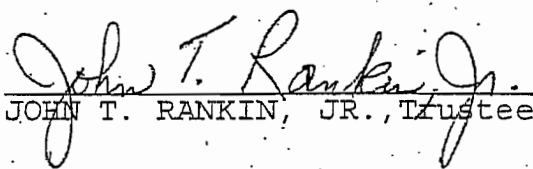

THOMAS T. WATSON
City Attorney

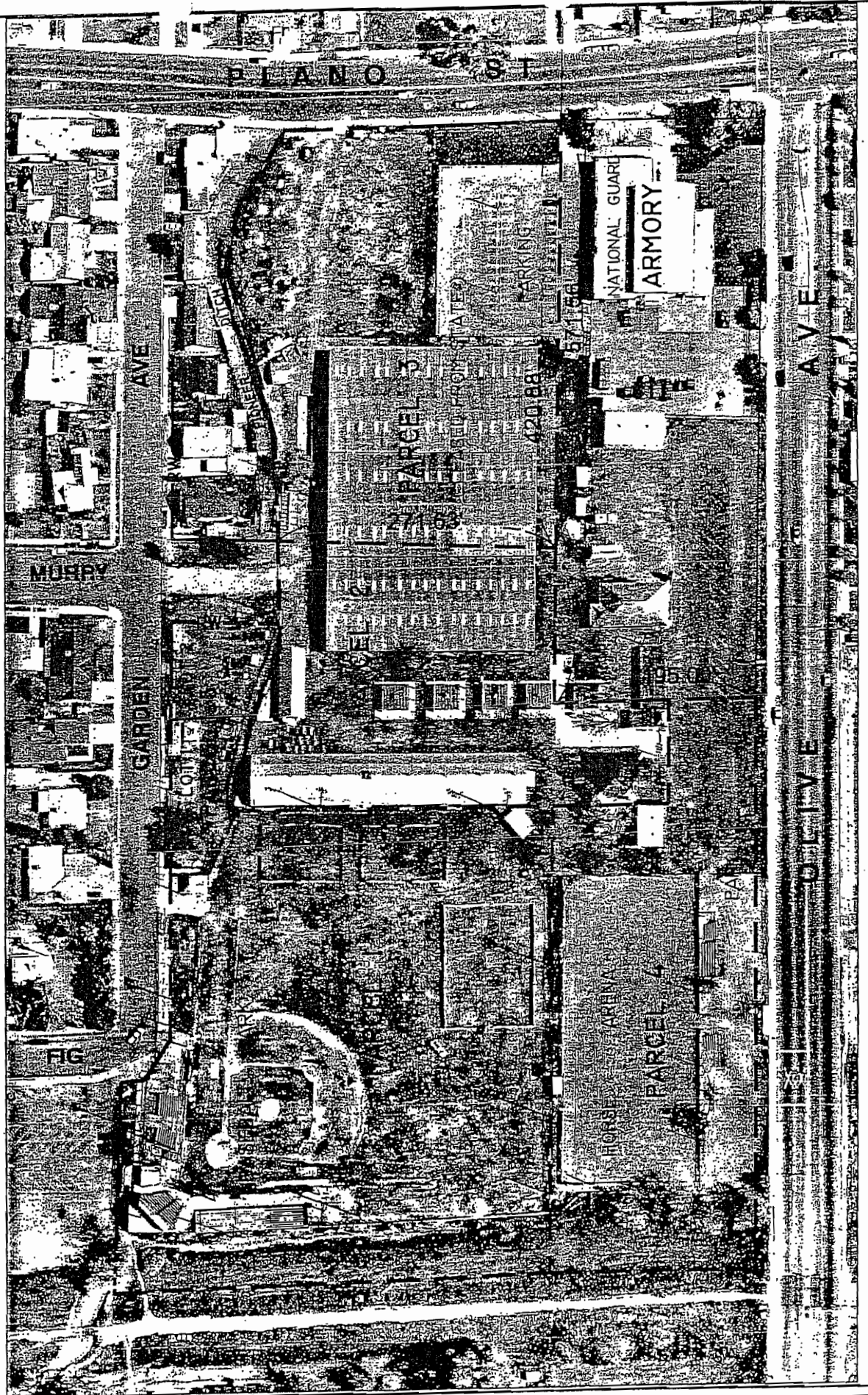
BOARD OF TRUSTEES OF TULARE COUNTY JUNIOR
LIVESTOCK AND COMMUNITY FAIR, INC.

BY:


JOHN S. CORKINS, President

BY:


JOHN T. RANKIN, JR., Trustee



AMENDMENT TO LICENSE AGREEMENT WITH TULARE
COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

The City of Porterville, a Charter Law City and Municipal Corporation (the "City") and the Tulare County Junior Livestock And Community Fair, Inc., a California Corporation (the "Fair"), having entered into a License Agreement dated March 7, 2000, do hereby agree to amend said Agreement as follows:

A. Paragraph 3 of the Agreement is amended by the addition of subparagraph (e), to wit:

(e) This Agreement includes the right to the sale of alcoholic beverages in conjunction with the Annual Fair, during the term of this Agreement, with the following conditions:

1. Alcohol sales shall be allowed only during the hours of 5:00 p.m. to 11:00 p.m., Wednesday through Friday, and between the hours of 10:00 a.m. and 11:00 p.m. on Saturdays during the Annual Fair.
2. That the location and screening of the alcohol sales area shall be maintained at the location heretofore established and utilized during the Annual Fair (i.e., northeast corner of Parcel 1).
3. That the alcohol sales area be designated as an "Adult Refreshment Area" or other similar terms, without reference to alcohol. Further, other refreshments, (i.e. soft drinks, coffee, etc.) shall also be available to patrons. Admittance to the "Adult Refreshment Area" shall be restricted to individuals 21 years of age, or older, and no beverages will be permitted to leave the "Adult Refreshment Area" to be consumed outside the area at any time, and no beverage containers of any sort shall be allowed to be brought into the "Adult Refreshment Area".
4. Fair shall utilize security personnel, whether by private contractor or by City Police personnel under separate agreement, at its own cost and expense, with the decision of whether to hire private security personnel or City police personnel to be at the sole discretion of the Board of Trustees for Fair, and it being further understood that City will not be responsible for the payment of said services.
5. Any agreements or contracts between Fair and carnival operators shall include a provision prohibiting carnival workers and personnel from using the "Adult Refreshment Area" during the course of their work during the Annual Fair.

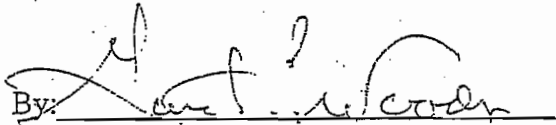
6. Board of Trustees for Fair will work with the Porterville Prevention Alliance to permit the location of a booth in the general area of the "Adult Refreshment Area" designed to present educational material on the problem of chemical abuse and substance dependency. The utilization of such a booth shall be without charge to the Porterville Prevention Alliance.

7. Notwithstanding annual insurance requirements set forth in Paragraph 8, Subparagraph (b), of this Agreement, the Board of Trustees for Fair shall procure, or cause to be procured, Liquor Liability Insurance coverage of not less than \$1,000,000.00 per occurrence, naming the City of Porterville, its officers, employees, agents and volunteers as "Additional Insured" against all claims arising out of, or in connection with, the sale of alcoholic beverages in conjunction with the Annual Fair. Evidence of coverage shall be presented (in the form of an original Certificate of Insurance) to the City's Risk Manager each year, prior to the commencement of the Annual Fair.


B. This amendment shall be effective on the 17th day of April, 2001.

DATED: April 17, 2001

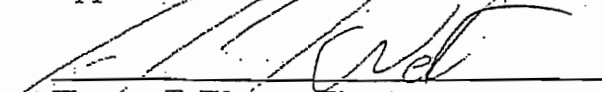
CITY OF PORTERVILLE

By: 
Gordon T. Woods, Mayor


ATTEST:

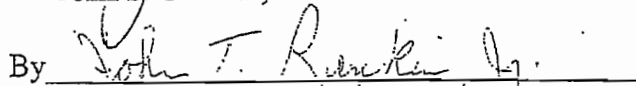

C. G. Huffaker, City Clerk

Approved as to Form:


Thomas T. Watson, City Attorney

BOARD OF TRUSTEES OF TULARE
COUNTY JUNIOR LIVESTOCK AND
COMMUNITY FAIR, INC.

By: 
John S. Corkins, President

By: 
John T. Rankin, Jr., Trustee

AMENDMENT NO. 2 TO LICENSE AGREEMENT
WITH TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

This City of Porterville, a Charter Law City and Municipal Corporation ("the City") and the Tulare County Junior Livestock and Community Fair, Inc., a California Corporation ("the Fair"), having entered into a License Agreement dated March 7, 2002, amended on April 17, 2001, make the following recitals and do hereby agree to further amend said Agreement.

RECITALS

WHEREAS, the Fair is in need of increased room and improved facilities in order to continue its mission for youth involvement and the implementation of the annual fair.

WHEREAS, the City recognizes the Fair's mission and need and also the overall need to utilize the subject Grounds for the greatest benefit for all members of the Porterville Community.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Fair that the License Agreement effective March 7, 2000, and subsequently amended on April 17, 2001 be amended, to wit:

A. The terms pertaining to Parcels 2 and 4 in the March 7, 2000, Agreement are amended as follows:

1. The City hereby grants to the Fair, for a consideration, including the promises, covenants and undertakings as hereinafter set forth, to the extent permitted, and at all times subject to all requirements and restrictions applicable by law, an exclusive license to occupy, use and employ Parcels 2 and 4 as described in Exhibit "A", excluding therefrom any public street, alley or way, during the term of this Agreement, and subject to the below-described conditions.
2. The Fair will not be entitled to construct, or cause to be constructed, any building or structure which would be considered permanent, or attached, to the real property known as Parcel 2 (other than what is currently allowed to be constructed under the March 7, 2000 Agreement) and Parcel 4, until December 31, 2004. Furthermore, the Fair is subject to all applicable City regulations concerning the construction and maintenance of any and all buildings and structures, with regard to all Parcels covered by the March 7, 2000 License Agreement and Amendments.
3. The License Agreement entered into between the City and Comision Honorifica Mexicana Americana, Inc. ("CHMA") effective March 7, 2000, pertaining to Parcels 1 and 4, will remain in effect until the expiration of that Agreement, and CHMA shall have full use of the subject property for the period of April 25 through May 8 of each calendar year, as set forth in its Agreement with the City.
4. Until December 31, 2004, and the completion of a replacement facility as discussed above, the City shall be entitled to use Parcels 2 and 4 pursuant to the March 7, 2000 Agreement, excluding the period of the Annual Fair each calendar year. The City agrees to pay its share of maintenance costs with regard to its use of the property and agrees to enter into a separate agreement concerning these costs.

B. The Term of the March 7, 2000 Agreement is extended to December 31, 2032.

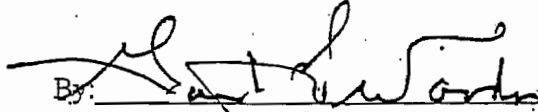
C. All other terms of the March 7, 2000 Agreement and any and all amendments, including but not limited to all terms applicable to Parcels 2 and 4, all terms concerning the construction, maintenance and removal of structures, buildings and improvements, and all terms concerning the bringing of livestock onto to the premises shall be effective and applicable to all Parcels including Parcels 2 and 4 unless otherwise subsequently modified in writing by the parties.

D. The City will cooperate with the Fair Board concerning Parcel 1, consistent with other applicable Agreements and Licenses, to the extent that relocation of the current baseball park is determined by the City to be feasible. As of January 1, 2016, or sooner if a replacement facility is available, the Fair shall have an Option for a License to occupy, use and employ Parcel 1 as described in Exhibit "A" if a separate replacement facility for the City's ball park currently located on Parcel 1 has been constructed, if the Fair has produced an acceptable plan for development of Parcel 1, if a multi-use facility has been constructed by the Fair on Parcel 4, and if all other obligations and requirements under this Agreement and all Amendments have been and are continuing to be met. Any expansion of the License pertaining to Parcel 1 that is currently inconsistent with the City's use of the baseball park shall not occur until an adequate replacement facility is constructed by the City.

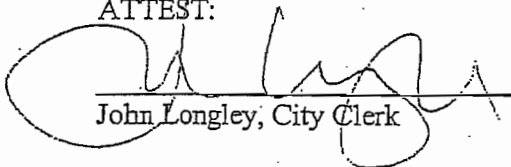
E. This amendment shall be effective on the 5th day of November, 2002.

DATED: November 5, 2002

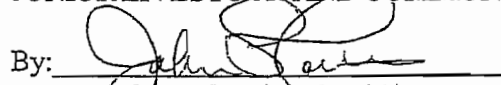
CITY OF PORTERVILLE

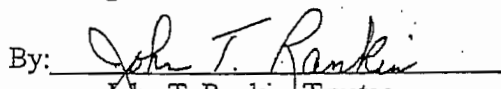
By: 
Gordon T. Woods, Mayor

ATTEST:

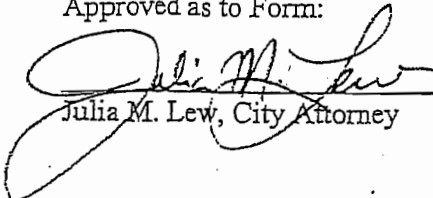

John Longley, City Clerk

BOARD OF TRUSTEES OF TULARE COUNTY
JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

By: 
John S. Corkins, President

By: 
John T. Rankin, Trustee

Approved as to Form:


Julia M. Lew, City Attorney

CITY COUNCIL AGENDA – OCTOBER 1, 2013

SUBJECT: CONSIDERATION OF PROCESS FOR APPROVING PROCLAMATIONS

SOURCE: ADMINISTRATION

COMMENT: At its meeting on July 16, 2013, the City Council approved a proclamation approval process which requires all proclamations first be approved by a majority of the Council prior to being issued. At the request of a Council Member, on September 3, 2013 the matter of the proclamation approval process was brought back to the Council for clarification and further consideration. During the discussion, the concept of also requiring Council Member sponsorship of all proclamations was discussed, with direction given to staff to bring back the process for further consideration and codification in the City Council's Procedural Handbook.


Codification in the Handbook would be appropriate in Section IV-Council Requests from the Public. Staff proposes adding Paragraph F – Proclamation Approval Process, which would read as follows:

F. Proclamation Approval Process


All Proclamations of the City of Porterville shall be placed on a Council Agenda for consideration by the Council and must be approved by three affirmative votes prior to being issued.

RECOMMENDATION: That the City Council consider the proclamation approval process and give direction to staff to codify same in Section IV – Council Requests from the Public, Paragraph F – Proclamation Approval Process.

ATTACHMENT: Section IV of the City Council's Procedural Handbook


Dir


Approp./
Funded


CM

Item No. 19



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationery is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. Proclamation Approval Process

All Proclamations of the City of Porterville shall be placed on a Council Agenda for consideration by the Council and must be approved by three affirmative votes prior to being issued.