

**SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 10, 2013, 5:15 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 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiator: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

The Joint Council/Successor Agency Meeting shall adjourn to a Meeting of the Porterville City Council.

RECONVENE OPEN SESSION

REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

SCHEDULED MATTERS

- 1. Program Supplements to the Local Agency-State Master Agreement: Four CNG Refuse Trucks, One PM10 CNG Street Sweeper and One CNG Three Axle Dump Truck**
Re: Consideration of resolutions approving Program Supplement Agreement Nos. 048-N, 049-N, and 050-N for the purchase of the above named equipment for a combined cost of \$178,902.
- 2. Approval for Community Civic Event – Porterville Iglesia Del Nazareno – Mothers United Against Gang Violence 2nd Annual Candlelight Vigil for Victims of Crime – December 12, 2013**
Re: Considering approval of event to take place at Centennial Park from 5:30 p.m. to 8:00 p.m. on Thursday, December 12, 2013.

ORAL COMMUNICATIONS
OTHER MATTERS

ADJOURNMENT - to the meeting of December 17, 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: DECEMBER 10, 2013

SPECIAL COUNCIL MEETING

SUBJECT: PROGRAM SUPPLEMENTS TO THE LOCAL AGENCY-STATE MASTER AGREEMENT: Four CNG REFUSE TRUCKS, One PM10 CNG STREET SWEEPER AND ONE CNG THREE AXLE DUMP TRUCK

SOURCE: Public Works Department - Engineering Division

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Numbers 048-N, 049-N and 050-N and requests that the City execute said agreements. The executed agreements become a part of the Agency-State Agreement for Federal-Aid Projects No. 06-5122R.

The attached Program Supplements are for the purchase of:

<u>Project</u>	<u>Total Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
4 CNG Refuse Trucks	\$1,097,004	\$971,177	\$125,827
1 CNG Street Sweeper	\$ 282,547	\$250,139	\$ 32,408
1 Three Axle Dump Truck	\$ 180,183	\$159,516	\$ 20,667

Standard CMAQ conditions require an 11.47% local contribution towards the cost of the project. Prior to the August 6, 2013 award date, TCAG informed the City that it would pick up the City's 11.47% local share using Toll Credits. This information was presented to the City Council on August 6, 2013 when the award was made to EM Tharp and GCS Environmental Equipment. Subsequent to the August 6th meeting, Caltrans informed the City and TCAG that Toll Credits could not be used post E76 (Notice of Award). The Program Supplements reflect the standard 88.53%/11.47% expenditure sharing program.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS: Program Supplement Agreement No. 048-N, 049-N, 050-N
Resolution No.48-N, 049-N, 050-N

Dir BGL Appropriated/Funded MB CM J

Item 01

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. 048-N
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. 048-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of Four Compressed Natural Gas Refuse Trucks.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013.

Cameron J. Hamilton, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

PROGRAM SUPPLEMENT NO. N048
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID **Date:** December 3, 2013
0612000222 **Location:** 06-TUL-0-PTRV
 Project Number: CML-5122(072)
 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:

City of Porterville corporation yard

TYPE OF WORK: Purchase 4 CNG Refuse Trucks

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds	Matching Funds		
	L40E \$956,000.00	LOCAL		OTHER
\$1,080,000.00		\$124,000.00		\$0.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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

Date _____

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

Accounting Officer _____

Date 12/4/13' \$956,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

LOCAL ASSISTANCE

[illegible]

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. 049-N
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR THE FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 049-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of a Compressed Natural Gas PM10 Street Sweeper .

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013

Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

PROGRAM SUPPLEMENT NO. N049
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID Date: December 3, 2013
0613000031 Location: 06-TUL-0-PTRV
Project Number: CML-5122(074)
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:

City of Porterville Corporation Yard

TYPE OF WORK: Purchase 1 CNG PM10 Street Sweeper

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L40E		LOCAL	OTHER
\$265,000.00		\$234,000.00	\$31,000.00	\$0.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

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

Date _____

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

Accounting Officer _____

Date 12/4/13 \$234,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

PROGRAM SUPPLEMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

Page 1 of 1

TO: **STATE CONTROLLER'S OFFICE**

Claims Audits

3301 "C" Street, Rm 404

Sacramento, CA 95816

DATE PREPARED:

12/3/2013

PROJECT NUMBER:

0613000031

REQUISITION NUMBER / CONTRACT NUMBER:

RQS-2660-061400000343

DEPARTMENT OF TRANSPORTATION

ENCUMBRANCE DOCUMENTS

CITY OF PORTEVILLE

\$234,000.00

LOCAL ASSISTANCE

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

[illegible]

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.

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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. 050-N
TO ADMINISTER THE AGENCY-STATE AGREEMENT
FOR THE FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. 050-N to the Local Agency-State Master Agreement No. 06-5122R, for the purchase of a Compressed Natural Gas Three Axle Dump Truck.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2013

Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk

PROGRAM SUPPLEMENT NO. N050
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID Date: December 3, 2013
0613000015 Location: 06-TUL-0-PTRV
Project Number: CML-5122(075)
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:

City of Porterville Corporation Yard, 555 N. Prospect St.

TYPE OF WORK: Purchase 1 CNG Dump Truck

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L400	\$119,000.00	LOCAL	OTHER
\$135,000.00			\$16,000.00	\$0.00

CITY OF PORTERVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

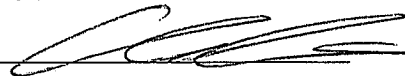
Date _____

Attest _____

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

Date _____

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

Accounting Officer 

Date 12/4/13 \$119,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

PROGRAM SUPPLEMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 12/3/2013	PROJECT NUMBER: 0613000015
	REQUISITION NUMBER / CONTRACT NUMBER: RQS-2660-061400000344	

FROM: DEPARTMENT OF TRANSPORTATION

SUBJECT: ENCUMBRANCE DOCUMENTS

VENDOR / CONTRACTOR:
CITY OF PORTEVILLE

CONTRACT AMOUNT:
\$119,000.00

PROCUREMENT TYPE: **LOCAL ASSISTANCE**

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

[illegible]

ADA Notice

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SPECIAL COVENANTS OR REMARKS

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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.

8. In accordance with the Final Guidance on the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, as described in VII.D.12 of the Federal Register / Vol. 73, No. 203 / Monday, October 20, 2008 / Notices, documentation to verify retirement of the equipment being replaced will be provided by the ADMINISTERING AGENCY to the Caltrans District Local Assistance Engineer (DLAE) as an attachment to the Final Report of Expenditures.

COUNCIL AGENDA: DECEMBER 10, 2013

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE IGLESIA DEL NAZARENO – MOTHERS UNITED AGAINST GANG VIOLENCE 2ND ANNUAL CANDLELIGHT VIGIL FOR VICTIMS OF CRIME – DECEMBER 12, 2013

SOURCE: Finance Department

COMMENT: The Porterville Iglesia del Nazareno, together with Mothers United Against Gang Violence is requesting approval to hold their 2nd Annual Candlelight Vigil for Victims of Crime event at Centennial Park, on Thursday, December 12, 2013 from 5:30 p.m. until 8:00 p.m. This candlelight vigil is being held for families who have lost loved ones due to violent crimes. There will be prayers, gospel music and a canned food drive during the event. No street or sidewalk closures have been requested. They are requesting the use of the electrical outlets for the gospel singers.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by Porterville Iglesia del Nazareno and Mothers United Against Gang Violence, subject to the Restrictions and Requirements contained in the Application, Agreement and Exhibit 'A' of the Community Civic Event Application.

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

DD MB Appropriated/Funded MA CM J Item No. 02

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A

COMMUNITY CIVIC EVENT/OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Application date: 12/4/13 Event date: Dec 12th
 Event time: 5:30 - 8 pm
 Name of Event: 2nd Annual Candle Light Vigil For Victims of Crime
Porterville Iglesia Nazarena
 Sponsoring organization: Nazarene Church PASTOR # Frank Olmedo (002248)
 Address: 137 E Main St
 Authorized representative: MARY MARTINEZ PHONE # 756-4255
 Address: 843 W Iconai Ave or 359-4255
 Event chairperson: MARY MARTINEZ PHONE # 756-4255
 Location of event (location map must be attached): Centennial Park

Type of event: Candle Light Vigil - For families who have lost
a loved one due to violent crime - Prayer, Gospel music,

Nonprofit status determination: Non-profit Auditing 5013C - pending
FD # 80-0843250 Franklin Assoc.

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

Barricades (quantity): _____ Street sweeping Yes _____ No X
 Police protection Yes _____ No _____ Refuse pickup Yes _____ No X
 Other: Need electrical out lets on - for
Gospel Singers
 Parks facility application required: Yes ✓ No _____ Attached Pd.
 Assembly permit required: Yes _____ No _____ Attached _____

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

Approve Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

City Code requirements:

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. The amounts of such insurance and any additional requirements are listed in Exhibit "A." **This original certificate shall be submitted prior to the event.** *mmf*

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 permittee, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.** *dm*

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a health permit(s) from the County of Tulare Department of Health if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department call 559.788.1199, or fax information to, 559.788.1313. *dm*

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. *dm*

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 1326, 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. *mm*

<i>Lifelines United Against Gang Violence</i>	<i>Mary Martinez</i>	<i>12/5/13</i>
(Name of organization)	(Signature)	(Date)

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

Location: Centennial Park Event date: 12/12/13 Event time: 6:30-8pm

[illegible]

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: 2nd Annual Candle Light Vigil
NAZARENE Church

Sponsoring organization: % M. U. A. C. V.

Event date: Dec 12th Hours: 6:30 -

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Thurmond	6:30	8 pm	Candle Light Vigil
NONE			
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

PORTERVILLE IGLESIA DEL NAZARENO AND
MOTHERS UNITED AGAINST GANG VIOLENCE

2ND ANNUAL CANDLELIGHT VIGIL
FOR VICTIMS OF CRIME

DECEMBER 12, 2013

Finance Director:

M. Bemis

Public Works Director:

B. Rodriguez

Community Development Director:

B. Dunlap

Field Services Manager:

B. Styles

No comments.

Fire Chief:

G. Irish

Parks and Leisure Services Director:

D. Moore

Vehicles to remain off the grass.

Police Captain:

D. Haynes

Administrative Services Director:

P. Hildreth

See Page 2, Exhibit A.

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Porterville Iglesia del Nazareno
Event: Mothers United Against Gang Violence
2nd Annual Candlelight Vigil for Victims of Crime
Event Chairperson: Mary Martinez
Location: Centennial Park
Date of Event: December 12, 2013

RISK MANAGEMENT: Conditions of Approval

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

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



CITY OF PORTERVILLE

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

This application must be submitted 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:

Mary Martinez Phone # 756-4255
@ Centennial Park N. Main St.

2. Address where amplification equipment is to be used:

Centennial Park Phone # _____

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

Cheryl Cregue - 843 W. Kanai Ave Porterville Ca.

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

Candle Light Vigil

5. Dates and hours of operation of amplification equipment:

Dec 19th Centennial Park (Gazebo)

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

Sound system for microphones and
Gospel Singer to sing.

I hereby certify that all statements and answers on this registration form are true and correct.

Ernesto Martinez c/o MURGER 12/4/13
Applicant Date

Chief of Police Date

Applicant

Date _____

Chief of Police

Date _____

Section 18-14 City Ordinance Outside Amplifiers; permit required.

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or connected any loud-speaker 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, without having first procured a permit from the Chief of Police.

Section 18-9 City Ordinance, Radios, record players, etc.

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, juke box, record player, loudspeaker musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

California Penal Code Section 415

Any person who maliciously and willfully disturbs another person by loud and unreasonable noise, is guilty of a misdemeanor.

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.

CC: _____

