

**CITY COUNCIL AGENDA  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
APRIL 15, 2014, 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)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case.

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 54956.8 – Conference with Real Property Negotiators/Property: APN 253-192-003. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Johnnie Barber. Under Negotiation: Terms and Price.
  - 2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
  - 3- Government Code Section 54956.95 – Liability Claim: Claimant: Margarete Bachman. Agency claimed against: City of Porterville.
  - 4- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Donald Sipple, et al. v. City of Alameda, California, et al., Los Angeles Superior Court-CCW Case No. BC462270.
  - 5- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case.

**6:30 P.M. RECONVENE OPEN SESSION**

**REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Vice Mayor Ward  
Invocation

### **PRESENTATIONS**

myPorterville Application  
Porterville Development Ordinance Committee Recognition  
Regional Transportation Plan (TCAG)

### **PROCLAMATIONS**

Public Safety Telecommunications Week – April 13-19, 2014

### **AB 1234 REPORTS**

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

1. Tulare County Local Agency Formation Commission (LAFCO) – April 2, 2014

### **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 – April 3, 2014
  2. Library & Literacy Commission – April 8, 2014
  3. Arts Commission
  4. Youth Commission
- II. Staff Informational Reports
  1. Update on New Animal Shelter Modified Design and Draft Animal Control Ordinances

### **ORAL COMMUNICATIONS**

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

### **CONSENT CALENDAR**

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

1. **City Council Minutes of April 1, 2014**
2. **Request for Approval to Purchase a Skid Steer Loader with Backhoe Attachment**  
Re: Considering approval to purchase a Caterpillar skid steer loader with backhoe attachment from Quinn Company at a cost of \$66,931.63.
3. **This Item Has Been Removed.**

4. **Authorization to Distribute Request for Qualifications (RFQ) for On-Call Consulting Services**  
Re: Considering authorization to distribute a Request for Qualifications for On-Call Consulting Services for right-of-way and surveying services.
5. **Award Landscape Maintenance District Contract**  
Re: Considering awarding contract to Clean Cut Landscape for Landscape Maintenance District Groups 1 and 4; and approval to cancel contract with Perfect Care Landscape Maintenance effective March 31, 2014.
6. **Acceptance of Project – W. North Grand Avenue Reconstruction Project (Prospect Street to State Route 65)**  
Re: Considering acceptance of project from Seal Rite Paving, and authorizing the filing of the Notice of Completion for the project consisting of the reconstruction of West North Grand Avenue between Prospect Street and State Route 65.
7. **Pioneer Water Company Request for Easement**  
Re: Considering approval of a request for easement to install a pipeline and pump in the Muller Field reservoir.
8. **Application for Byrne Criminal Justice Innovation Program Planning Grant**  
Re: Considering approval to submit an application for grant funds.
9. **License Agreement Between the City of Porterville and Donald's Children's Amusement for the Operation of a Trackless Train**  
Re: Considering approval of license agreement between the City and Donald's Children's Amusement for a five-year term commencing April 16, 2014.
10. **Renewal of Airport Lease Agreement – Lot 34A**  
Re: Considering approval of Lease Agreement between the City and Mr. Sam Lessley for Lot 34A at the Porterville Municipal Airport.
11. **Renewal of Airport Lease Agreement – Lot 34C**  
Re: Considering approval of Lease Agreement between the City and Mr. Gary Mussen for Lot 34C at the Porterville Municipal Airport.
12. **Renewal of Airport Lease Agreement – Lot 34D**  
Re: Considering approval of Lease Agreement between the City and Mrs. Joyce Moody-Flores for Lot 34D at the Porterville Municipal Airport.
13. **Renewal of Airport Lease Agreement – Lot 34E**  
Re: Considering approval of Lease Agreement between the City and Mr. Glenn Ricketson for Lot 34E at the Porterville Municipal Airport.
14. **Approval for Community Civic Event – Comision Honorifica Mexicana Americana – Grimaldi Circus – May 16-19, 2014**  
Re: Considering approval of an event to take place Friday, May 16 through Monday, May 19, 2014, from 4:00 p.m. to 9:00 p.m., at the ball field area of the Heritage Center, behind Vallarta Market.

- 15. Approval for Community Civic Event – Boys and Girls Club of Porterville and Nicos Concessions – Nine Hole Frisbee Golf Tournament – May 31, 2014**  
Re: Considering approval of an event to take place at Murry Park on Saturday, May 31, 2014, from 7:00 a.m. to 12:00 p.m.
- 16. Approval for Community Civic Event – Greater Porterville Senior Council and Rollin’ Relics Car Club – Rollin’ Relics Car Show – May 3, 2014**  
Re: Considering approval of an event to take place on Saturday, May 3, 2014, from 9:00 a.m. to 3:00 p.m., in the northern section of Veterans Park.
- 17. Approval for Community Civic Event – Comision Honorifica Mexicana Americana, Inc. – Cinco de Mayo Parade and Fiesta – May 3-4, 2014**  
Re: Considering approval of an event to take place on Saturday, May 3, 2014, along Main Street from 7:00 a.m. to 1:00 p.m., and Sunday, May 4, 2014, from 12:00 p.m. to 7:00 p.m. at Veterans Park.
- 18. Travel to Washington D.C. for Tulare County Association of Governments (TCAG) “One Voice Trip”; April 28 – May 1, 2014**  
Re: Considering authorization to expend City monies in support of travel to Washington D.C. by Mayor Hamilton, Council Member Gurrola and the City Manager.
- 19. Request for Proclamation – Arbor Day – April 25, 2014**  
Re: Considering approval of the request to proclaim April 25, 2014, as Arbor Day in the city of Porterville.
- 20. Request for Proclamation – MDA & Firefighter Month – May 2014**  
Re: Considering approval of the request to proclaim May 2014 as MDA & Firefighter Month in the city of Porterville.
- 21. Request for Proclamation – Porterville Bike Month – May 2014**  
Re: Considering approval of the request to proclaim May 2014 as Porterville Bike Month in the city of Porterville.
- 22. Request for Proclamation – Freedom Days – June 14 – July 4, 2014**  
Re: Considering approval of the request to proclaim June 14, 2014 through July 4, 2014 as Freedom Days in Porterville.
- 23. Review of Local Emergency Status – December 26, 2013**  
Re: Reviewing status of local emergency that was declared following a significant fire event at 14 N. Main Street on December 26, 2013.
- 24. Review of Local Emergency Status – December 21, 2010**  
Re: Reviewing the City’s status of local emergency pursuant to Article 14, Section 8630 of the California Emergency Services Act.
- 25. Council Member Requested Agenda Item – Request for the City Council to Consider the County of Tulare Elections Office Selection Criteria for Ballot Measure Arguments**  
Re: Considering request to consider the County Election’s Office selection criteria for ballot measure arguments at its meeting on May 6, 2014.



- 26. Council Member Requested Agenda Item – Request for the City Council to Consider Funding Alternatives to Maintain the Boys & Girls Club in Porterville**  
Re: Considering request for Council consideration of alternative funding to maintain the Boys & Girls Club in Porterville at its meeting on May 6, 2014.

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

### **PUBLIC HEARINGS**

- 27. Landscape Lighting Maintenance Districts Consolidation**  
Re: Consideration of a resolution approving the Engineer's Report, diagram, and assessment method, pending ballot tabulation results of affirmative approval, for the proposed consolidation of Landscape Lighting Maintenance Districts North Creek (D2), Creekview (D6) and Porter Creek (A3).

### **SCHEDULED MATTERS**

- 28. Bid Results for Transit Fiber Optic Conduit Installation Project**  
Re: Consideration of bid results for project consisting of the furnishing all labor, materials, equipment and services for the construction of a 2" conduit and related appurtenances in Division Street, Mill Avenue and Hockett Street.
- 29. Chase Avenue Park Name Selection**  
Re: Consideration of name for new 2.33 acre park located on Chase Avenue.
- 30. Appointment to Transactions and Use Tax (Measure H) Oversight Committee**  
Re: Consideration of the appointment of one individual to the Transactions and Use Tax (Measure H) Oversight Committee to fill the vacancy with a term to expire in May 2016.
- 31. One Year Exception to the License and Development Agreement for the Porterville Junior Livestock Fair**  
Re: Consideration of a request for a one year exception to the terms of the agreement regarding the sale and consumption of alcoholic beverages during the fair.

### **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 April 22, 2014.

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](http://www.ci.porterville.ca.us).

COUNCIL AGENDA: April 15, 2014

SUBJECT: UPDATE ON NEW ANIMAL SHELTER MODIFIED DESIGN AND  
DRAFT ANIMAL CONTROL ORDINANCES

SOURCE: Administration

COMMENT: To serve as an update to the City Council, the modified design of the new Porterville Animal Shelter has been completed (including office space and 40 kennels), and is scheduled to be on the May 6<sup>th</sup> City Council Agenda seeking authorization to advertise for bids for construction of the new facility, with a subsequent award of contract for construction to be considered at the June 17<sup>th</sup> City Council meeting.

In support of the new Animal Shelter facility, staff is expected to also present as Scheduled Matters both an updated draft Animal Control Ordinance, as well a draft Ordinance in the formation of a Citizens Advisory Committee for Animal Control Facilities and Operations.

RECOMMENDATION: None – Information Only

ATTACHMENT: None

C/M 

Report No. 11-1

**CITY COUNCIL MINUTES  
CITY HALL, 291 N. MAIN STREET  
PORTERVILLE, CALIFORNIA  
APRIL 1, 2014, 5:30 P.M.**

Called to Order at 5:30 p.m.

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

Adjourned 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 Member McCracken, Agency Member Shelton (arrived during Closed Session),  
Agency Member Gurrola, Vice Chair Ward, Chair Hamilton

**ORAL COMMUNICATIONS**

None

**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.
  - 2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

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 253-192-003. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Johnnie Barber. Under Negotiation: Terms and Price.
  - 3- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 261-020-010. Agency Negotiators: John Lollis and Baldo Rodriguez. Negotiating Parties: City of Porterville and Lynda Mourton. Under Negotiation: Terms and Price.

**4 -** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 8.20 miles/line of railroad between Strathmore, CA milepost 268.60 and Porterville, CA milepost 276.80 in Tulare County. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Union Pacific Railroad. Under Negotiation: Terms and Price.

**5 -** Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.

**6-** Government Code Section 54956.9(d)(a) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, et al., United States District Court, Eastern District of California, Case No. 12:-CV-01239-LJO-BAM.

### **6:30 P.M. RECONVENE OPEN SESSION**

### **REPORT ON ANY COUNCIL ACTION TAKEN IN CLOSED SESSION**

City Attorney Lew reported the following action:

**A-2-** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs 261-122-007 and 261-122-008. Agency Negotiators: John Lollis and Brad Dunlap. Negotiating Parties: Successor Agency to the Porterville Redevelopment Agency and Porterville Hotel Investors. Under Negotiation: Terms and Price.

**COUNCIL ACTION:** On a MOTION made by Agency Member Gurrola, and SECONDED by Agency Vice Chair Ward the Successor Agency authorized acquisition of APN 261-122-007, and approved resolution accepting the Purchase and Sale Agreement and Joint Escrow instructions.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None

ABSTAIN: Shelton

ABSENT: None

Documentation: Successor Agency Resolution No. 2014-04

Disposition: Approved.

Pledge of Allegiance Led by Council Member Virginia Gurrola  
Invocation – a moment of silence was observed.

### **PRESENTATIONS**

Employee of the Month – Irene Anaya

### **PROCLAMATIONS**

Child Abuse Prevention Month – April 2014

National Volunteer Week – April 13 – 19, 2014

National Library Week – April 13 – 19, 2014

Iris Festival Day – April 26, 2014

### **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) – Council Member McCracken reported that there had not been a meeting of the CWMA.
2. Tulare County Economic Development Corporation – March 26, 2014 – City Manager Lollis spoke of upcoming accreditation and process for identifying sites that are ready for development.

## **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 – Commissioner Fernandez of Strathmore High spoke of recent Movie Night event at Centennial Park and her participation in Youth Commission.
- II. Staff Informational Reports
  1. Chase Avenue Park Name Selection – no verbal report.
  2. Building Permit Activity – February 2014 – no verbal report.

## **ORAL COMMUNICATIONS**

None

## **CONSENT CALENDAR**

Item Nos. 5, 7, and 8 were removed for further discussion. Council Member Shelton indicated that he would be abstaining from Item Nos. 4, 16 and 17; and Vice Mayor Ward noted his abstention from Item Nos. 7 and 9.

### **1. CITY COUNCIL MINUTES OF MARCH 18, 2014**

Recommendation: That the City Council approve the Minutes of March 18, 2014.

Documentation: M.O. 01-040114

Disposition: Approved.

### **2. REQUEST FOR APPROVAL TO PURCHASE VETERANS PARK SHADE STRUCTURE**

Recommendation: That the City Council approve the purchase and installation of the Veterans Park shade structure from GT Shade.

Documentation: M.O. 02-040114

Disposition: Approved.

### **3. AUTHORIZATION TO PURCHASE SIGNAL PREEMPTION EQUIPMENT**

Recommendation: That the City Council authorize staff to purchase signal preemption equipment from Advanced Traffic Products, at a cost of \$66,389, and authorize payment for said equipment upon satisfactory delivery.

Documentation: M.O. 03-040114

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS – FIBER OPTIC INSTALLATION

Recommendation: That the City Council:

1. Approve staff's recommended Plans and Project manual; and
2. Authorize staff to advertise for bids on the project.

AYES: McCracken, Gurrola, Ward, Hamilton

NOES: None

ABSTAIN: Shelton

ABSENT: None

Documentation: M.O. 04-040114

Disposition: Approved.

6. AWARD OF CONTRACT – FIRE RESCUE VEHICLE

Recommendation: That the City Council authorize staff to award the fire rescue vehicle contract to Rosenbauer America LLC, for an amount not to exceed \$155,665.00.

Documentation: M.O. 05-040114

Disposition: Approved.

9. ACCEPTANCE OF PROJECT – VETERAN'S PARK BOOSTER PUMPS PROJECT

Recommendation: That the City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release if the 5% retention upon recordation of completed project, provided no stop notices have been filed.

AYES: McCracken, Gurrola, Shelton, Hamilton

NOES: None

ABSTAIN: Ward

ABSENT: None

Documentation: M.O. 06-040114

Disposition: Approved.

11. RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 35

Recommendation: That the City Council approve the Lease Agreement between the City of Porterville and Mrs. Chantal Stewart and Ms. Paula M. Jackson for Lot 35 at the Porterville Municipal Airport.

Documentation: M.O. 07-040114

Disposition: Approved.

12. ASSIGNMENT AND NEW LEASE AGREEMENT – AIRPORT LOT 36

Recommendation: That the City Council:

1. Approve the assignment of the Lease Agreement for Lot 36 between the City of Porterville and Mr. Robert L. Nichols Mr. Matthew A. Quatacker; and
2. Approve the new Lease Agreement between the City of Porterville and Mr. Matthew A. Quatacker for Lot 36 at the Porterville Municipal Airport.

Documentation: M.O. 08-040114

Disposition: Approved.

13. APPROVAL FOR COMMUNITY CIVIC EVENT – PORTERVILLE UNIFIED SCHOOL DISTRICT, PORTERVILLE ROTARY CLUB AND BURTON SCHOOL DISTRICT – PORTERVILLE CELEBRATES READING – APRIL 12, 2014

Recommendation: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Porterville Unified School District, Porterville Rotary Club and Burton School District, subject to the stated requirements contained in the Application, Agreement and Exhibit A and Exhibit B.

Documentation: M.O. 09-040114

Disposition: Approved.

14. REQUEST TO ADVERTISE VACANCY ON TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE

Recommendation: That the City Council direct staff to publicize notice of the vacancy on the Transactions and Use Tax (Measure H) Oversight Committee with a term to expire in May 2016.

Documentation: M.O. 10-040114

Disposition: Approved.

15. REQUEST FOR PROCLAMATION – PUBLIC SAFETY TELECOMMUNICATIONS WEEK – APRIL 13-19, 2014

Recommendation: That the City Council consider approval of the request to proclaim April 13-19, 2014, as Public Safety Telecommunications Week.

Documentation: M.O. 11-040114  
Disposition: Approved.

16. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 26, 2013

Recommendation: That the City Council receive the status report and review of the designated local emergency.

AYES: McCracken, Gurrola, Ward, Hamilton  
NOES: None  
ABSTAIN: Shelton  
ABSENT: None

Documentation: M.O. 12-040114  
Disposition: Approved.

17. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

Recommendation: That the City Council:

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

AYES: McCracken, Gurrola, Ward, Hamilton  
NOES: None  
ABSTAIN: Shelton  
ABSENT: None

Documentation: M.O. 13-040114  
Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member McCracken that the City Council approve Item Nos. 1 through 4, 6, 9, and 11 through 17, noting the aforementioned abstentions. The motion carried unanimously.

**SCHEDULED MATTERS**

18. PORTERVILLE HOTEL PROJECT – REPAYMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT LOAN

Recommendation: That the City Council forgive payment of the accrued interest, accepting the principal amount of \$470,000 and to release and reconvey the deed of trust and regulatory agreement recorded against the Porterville Hotel property.



City Manager Lollis introduced the item, and Council Member Shelton recused himself due to a perceived conflict of interest and exited the chambers. The staff report was presented by Community Development Director Brad Dunlap.

COUNCIL ACTION:      MOVED by Council Member McCracken, SECONDED by Council Member Gurrola that the City Council forgive payment of the accrued interest, accepting the principal amount of \$470,000 and to release and reconvey the deed of trust and regulatory agreement recorded against the Porterville Hotel property.

AYES:            McCracken, Gurrola, Ward, Hamilton  
NOES:            None  
ABSTAIN:        Shelton  
ABSENT:         None

Documentation:      Resolution No. 20-2014  
Disposition:    Approved.

#### 19.      POOL DRAINING PERMIT

Recommendation:    That the City Council consider the adoption of a pool draining permit, and provide direction as necessary.

City Manager Lollis introduced the item, and the staff report was presented by Public Works Director Baldo Rodriguez.

The Council discussed the common practice of draining into gutters, pool maintenance, the need to conserve water, permits and difficulties with enforcement. It was suggested that restrictions relative to draining of pools, including draining into sewer clean-outs only, be incorporated into the City's Water Conservation Plan since it was of most concern during times of water shortage.

COUNCIL ACTION:      MOVED by Vice Mayor Ward, SECONDED by Council Member McCracken that the City Council postpone consideration of a pool draining permit until such time that the City's Water Conservation Plan is considered by the Council. The motion carried unanimously.

Documentation:    M.O. 14-040114  
Disposition:    Approved.

The Council took a ten minutes recess at 7:39 p.m.

#### 20.      REQUEST FOR ACTION BY PORTERVILLE UNIFIED SCHOOL DISTRICT – N. PORTER ROAD

Recommendation:    That the City Council:

1.      Direct the Public Works Director to act in whatever manner is appropriate to eliminate truck parking along N. Porter Road; and
2.      Direct City Manager to schedule a meeting with Porterville Unified

School District and appropriate City staff to discuss the future use of N. Porter Road.

City Manager Lollis introduced the item, and the staff report was presented by Public Works Director Rodriguez. Following the staff report, Ken Gibbs Ed.D., on behalf of Porterville Unified School District, spoke of their concerns.

**COUNCIL ACTION:** MOVED by Council Member McCracken, SECONDED by Vice Mayor Ward that the City Council direct the Public Works Director to act in whatever manner is appropriate to eliminate truck parking along N. Porter Road; and direct City Manager to schedule a meeting with Porterville Unified School District and appropriate City staff to discuss the future use of N. Porter Road. The motion carried unanimously.

Documentation: M.O. 15-040114

Disposition: Approved.

### **CONSENT CALENDAR**

#### **5. PIONEER WATER COMPANY – WATER SHARES LEASE**

Recommendation: That the City Council:

1. Authorize advertisement for bidders to lease 400 shares of the City's Pioneer Water Company holdings for 2014; and
2. Authorize the Public Works Director, or his designee, to negotiate the purchase of water shares up to a total of \$50,000.00

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Public Works Director Rodriguez then addressed questions regarding the bidding process.

Council Member Shelton expressed concern regarding the lease of the 400 shares to one party, and suggested that the shares be broken up into smaller numbers to accommodate those that may not have the need or funds to purchase all 400 shares. In response to Council inquiries, staff indicated that a share represented approximately one acre foot of water.

**COUNCIL ACTION:** MOVED by Vice Mayor Ward, SECONDED by Council Member Gurrola that the City Council approve dividing the 400 shares into eight lots of 50 shares each for bidding, at a minimum \$250 per share. The motion carried unanimously.

Documentation: M.O. 16-040114

Disposition: Approved.

#### **7. ACCEPTANCE OF PROJECT – INFLUENT PUMP STATION EQUIPMENT REPLACEMENT PROJECT**

Recommendation: That the City Council:

1. Accept the project as complete;

2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention upon recordation of the project, provided no stop notices have been filed.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton, who pulled the item, lauded staff for coming in under budget.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola that the City Council accept the project as complete; authorize the filing of the Notice of Completion; and authorize the release of the 5% retention upon recordation of the project, provided no stop noticed have been filed.

AYES: McCracken, Shelton, Gurrola, Hamilton  
NOES: None  
ABSTAIN: Ward  
ABSENT: None

Documentation: M.O. 17-040114

Disposition: Approved.

8. ACCEPTANCE OF PROJECT – WELL NO. 32 PROJECT (MUNICIPAL WELL DRILLING PHASE)

Recommendation: That the City Council:

4. Accept the project as complete;
5. Authorize the filing of the Notice of Completion; and
6. Authorize the release of the 5% retention upon recordation of the project, provided no stop notices have been filed.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request. Council Member Shelton, who pulled the item, inquired about the amount of water to be pumped by the new well. City Engineer Mike Reed responded that it had been designed to pump 500 gallons/minute.

COUNCIL ACTION: MOVED by Council Member Shelton, SECONDED by Council Member Gurrola that the City Council accept the project as complete; authorize the filing of the Notice of Completion; and authorize the release of the 5% retention upon recordation of the project, provided no stop noticed have been filed. The motion carried unanimously.

Documentation: M.O. 18-040114

Disposition: Approved.

10. AKIN WATER COMPANY AND CITY OF PORTERVILLE WATER SERVICE AGREEMENT

Recommendation: That the City Council:

1. Authorize the Mayor to execute the Akin Water Company and City of Porterville Water Service Agreement; and
2. Direct the City Clerk to notarize and transmit the Water Service Agreement to the California Department of Public Health.

Documentation: None.

Disposition: Pulled at the request of City Staff.

### **ORAL COMMUNICATIONS**

None

### **OTHER MATTERS**

- Council Member Gurrola, praised Parks and Leisure Services Director Donnie Moore for the great work he and his staff did with this year's Kid Fest.
- Council Member Shelton spoke of his attendance at Kids Fest, and upcoming Porterville High School Wall of Fame and Wagonmaster's Dance.
- Council Member McCracken, spoke of upcoming Spring Ball on April 12<sup>th</sup>, from 5:30pm-11:00pm.
- Vice Mayor Ward, suggested that additional activities be provided for children at this year's Freedom Fest; and commented on the number of community events in April.
- Mayor Hamilton, lauded Parks and Leisure Services Director Moore for a successful Kid's Fest.
- City Manager Lollis thanked Parks and Leisure Services Director Moore for a great Wall of Fame ceremony.

### **ADJOURNMENT**

The Council adjourned at 8:16 p.m. to the meeting of April 15, 2014.

SEAL

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Luisa M. Zavala, Deputy City Clerk

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Cameron J. Hamilton, Mayor

CITY COUNCIL AGENDA: April 15, 2014

SUBJECT: REQUEST FOR APPROVAL TO PURCHASE A SKID STEER  
LOADER WITH BACKHOE ATTACHMENT

SOURCE: Finance Department – Purchasing Division

COMMENT: The Parks Department has been using a 2004 Kubota tractor / loader and has been borrowing a backhoe from other departments when trenching was needed. As proposed in the 2013-2014 equipment replacement schedule, the Parks Department would like to replace the tractor / loader with a skid steer loader which has provisions for multiple implements that can alleviate the need for other equipment. A backhoe attachment would be the primary attachment for the skid steer loader.

Staff conducted an extensive research of different manufacturers including John Deere, Kubota, Bobcat, and Caterpillar. Caterpillar is the only manufacturer which provides for operation of the backhoe from inside the protection of the ROPS (Roll-Over Protection System) cab. The other manufacturers provide a "jump seat" outside the ROPS cab for operation of the backhoe. Staff does not feel that this is a safe method in which to operate this type of equipment.

The Caterpillar skid steer loader with backhoe attachment is available for purchase only through Quinn Company under a National Joint Powers Alliance Contract #060311-CAT.

In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff requests approval to purchase the Caterpillar skid steer loader with backhoe attachment from Quinn Company at a cost of \$66,931.63. Funds for the purchase of this equipment are available in the Equipment Replacement Fund.

RECOMMENDATION: That City Council approve the purchase of the Caterpillar skid steer loader from Quinn Company.

ATTACHMENT: Quinn Company Quotation

Dir

MB

Approp./ Funded

MB

CM

J

Item No.

2



Quinn Company

Post Office Box 12625  
Fresno, California 93778  
559.896.4040 tel

MARCH 20, 2014

CITY OF PORTERVILLE  
FIELD SERVICES SHOP  
555 N. PROSPECT AVE.  
PORTERVILLE, CA. 93257

ATTN: RUSSELL ISOM  
[risom@ci.porterville.ca.us](mailto:risom@ci.porterville.ca.us)

QUINN COMPANY IS PLEASED TO SUBMIT THE FOLLOWING MACHINE QUOTE FOR YOUR CONSIDERATION UNDER THE NATIONAL JOINT POWERS ALLIANCE (NJPA).

ONE (1) NEW CATERPILLAR MODEL 242D, SN.DZT00434, SKID STEER LOADER	
2014 MODEL W/ CAT C3.3B DIT (TURBO) ENGINE EPA TIER 4 FINAL	
TWO SPEED W/ RIDE CONTROL	
OPEN ROPS	FOOT THROTTLE
VINYL SUSPENSION SEAT	BASIC DISPLAY W/ ANTI-THEFT
3" SEAT BELT, HEADLINER	MANUAL QUICK COUPLER
DEMAND FAN ENGINE COOLING	H2 PERFORMANCE PKG - STD FLOW HYD
SELF LEVEL	WORK TOOL ELECTRICAL
COUNTER WEIGHT	48" PALLET FORKS
66" MULTI-PURPOSE (4in1) BUCKET	BH-150 BACKHOE ATTACHMENT
12" B/H BUCKET	BEACON LIGHT

TRANSACTION PRICE, F.O.B., PORTERVILLE, CA.....	\$72,758.00
LESS NJPA DISCOUNT @16%.....	(11,641.28)
SUB TOTAL.....	\$61,116.00
WARANTY FEE.....	310.00
SUB TOTAL.....	\$61,426.72
SALES TAX, STATE, CITY, COUNTY.....	5,194.91
TOTAL.....	\$66,931.63

PLEASE ADVISE IF WE MAY PROVIDE ANY ADDITION INFORMATION AT THIS TIME.

REGARDS,

JIM MC MILLAN  
559-730-0699

*PIGGYBACK NJPA CONTRACT #060311-CAT*

CITY COUNCIL AGENDA – APRIL 15, 2014

THIS ITEM HAS BEEN REMOVED

Item No. 03

CITY COUNCIL AGENDA: APRIL 15, 2014

SUBJECT: AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL CONSULTING SERVICES

SOURCE: Public Works Department – Engineering Division

COMMENT: The Public Works Department is seeking to maintain On-Call Consulting Services contracts with qualified consulting firms to provide right-of-way and surveying services to the City when there is an identified funding source for a project. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Said services will be utilized on a number of capital improvement projects that require specialization outside of the scope that the department is able to perform with its own staff. At this time, staff is requesting authorization to distribute a Request for Qualifications (RFQ) for On-Call Consulting Services for each specialty discipline.

The right-of-way services to be rendered under this contract would consist of, but not be limited to, the preparation of appraisal and acquisition documents along with other related items as necessary to comply with the Uniform Act. The surveying services to be rendered under this contract would consist of, but not be limited to, the preparation of topographic surveys, legal descriptions and exhibits, and construction staking along with other related items as necessary to comply with the Business and Professions Code. When right-of-way or surveying services are requested, a task order will be created based on a fair and reasonable price and specify a maximum length of contract duration. Although the City Engineer or qualified staff will review the consultant's work, the above referenced skills are essential to meeting the objectives of this program.

Due to the increasing number of documentation and requirements involved for each fiscal year's projects, staff must ensure that all such requirements are met so that funding is not jeopardized for grant-based projects. RFQs for On-Call Consulting Services contracts must be circulated on an on-going basis, not to exceed five years, as an extension of providing fair and open competition.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Qualifications for On-Call Consulting Services for right-of-way and surveying services.

P:\pubworks\General\Council\Authorization to Distribute RFQ for On-Call Consulting Services - 2014-04-15.docx

Dir MMB Appropriated/Funded N/A CM J  
APW

Item No. 4



**COUNCIL AGENDA: APRIL 15, 2014**

**SUBJECT: AWARD LANDSCAPE MAINTENANCE DISTRICT CONTRACT**

**SOURCE: PARKS AND LEISURE SERVICES DEPARTMENT**


**COMMENT:** Staff solicited bids in July 2011 for providing landscape maintenance for various landscape maintenance districts (LMD's) located throughout City boundaries. Staff grouped the districts into five LMD groupings based on location and square footage. On August 16, 2011, Council awarded the contracts for five LMD groupings.

Perfect Care Landscape & Maintenance currently holds the landscape maintenance contract for LMD Groups #1 and #4. Perfect Care submitted a letter informing staff they can no longer fulfill their \$1,009.03 per month contract as of March 31, 2014. Perfect Care stated that due to increases in cost of living expenses, such as fuel and insurance costs, they could not maintain the areas for the current contract amount.

Group #1 includes Westwood, Westwood IV and Westwood V. Group #4 includes LaVida Park, Westview Estates, Wisconsin Manor, Moorea Manor, River Springs, River Breeze, Summit Estates, Amalene Estates and Ford Estates.

Terms of the current LMD contracts are for three years with optional one-year renewals, subject to mutually agreeable negotiations. The current LMD contracts are set to expire August 31, 2014. Funds for these services have been appropriated in the various LMDs' operating budgets. Clean Cut Landscape currently has the Group #2 contract and have performed very well. They are interested in Groups #1 and #4. Staff contacted the next three landscape businesses that came in under Perfect Care during the original bid process and solicited new quotes. The quotes are as follows:

	New quote	2011 quote
Clean Cut Landscape	\$1,237.00	\$1,901.12
Evergreen Lawn Care	\$1,625.18	\$1,069.93
Westscapes	\$3,634.21	\$1,410.93

 Director

 Appropriated/Funded

 City Manager

ITEM NO.: 5

**RECOMMENDATION:** That the Council:

1. Authorize the award of contract to Clean Cut Landscape with the same terms as the original contract with Perfect Care for LMD Groups #1 & #4; and
2. Approve the cancellation of the contract with Perfect Care Landscape Maintenance effective March 31, 2014.

SUBJECT: ACCEPTANCE OF PROJECT – W. NORTH GRAND AVENUE RECONSTRUCTION PROJECT (PROSPECT STREET TO STATE ROUTE 65)

SOURCE: Public Works Department - Engineering Division

COMMENT: Seal Rite Paving has completed the W. North Grand Avenue Reconstruction Project per plans and specifications. The project consisted of the reconstruction of W. North Grand Avenue between Prospect Street and State Route 65 including new paving, sewer and water services to parcels not already served, curb, gutter, sidewalks, drive approaches, storm drain and appurtenances.

Staff carefully tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. On August 6, 2013, City Council authorized expenditure of \$688,373.90 for construction, construction management and quality control services for the W. North Grand Avenue Reconstruction Project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

- 1) Final construction cost is \$607,320.11.
- 2) Construction management and quality control costs are \$48,641.74.

Total project construction costs equate to \$655,961.85, which is less than the \$688,373.90 overall budget approved by Council at the time of award. Funding for the W. North Grand Avenue Reconstruction Project was approved in the 2013/2014 Annual Budget. Local Transportation Funds (LTF) and Storm Drain Developer Fees as appropriated by City Council at the June 4, 2013, meeting are the funding sources.

Seal Rite Paving requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENT: Locator Map

P:\pubworks\General\Council\Acceptance of Project - W. North Grand Reconstruction Project - 2014 - 04-15.doc

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Item No. 6

NEWCOMB ST.

DILLON CT.

LINDA VISTA AVE.

LINDA VISTA AVE.



SCALE = N.T.S.

AGNES AVE.

NORTH GRAND AVE.

STATE HWY. 65

PROJECT LIMITS

PROJECT LIMITS

PROSPECT ST.

CASTLE AVE.

MEDIAN CIR.

MEDIAN AVE.

MEDIAN AVE.

BRIAN

LANE

RAHELA CT.

LOTAS WAY

BEVERLY ST.

ATKINS WAY

LOWERY ST.

WESTSIDE ST.

COBB ST.

PIONEER AVE.

PORTER RD.

CITY OF PORTERVILLE

ENGINEERING DIVISION

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

NORTH GRAND AVENUE  
RECONSTRUCTION  
PROJECT

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

SUBJECT: PIONEER WATER COMPANY REQUEST FOR EASEMENT

SOURCE: Public Works Department - Field Services

COMMENT: The City has received a request from the Pioneer Water Company (PWC) for an easement to install a pipeline and pump in the Muller Field reservoir. The purpose of the project is to recapture water spilt from the PWC system that collects in holding cells built by the PWC within the City's Muller Field reservoir.

PWC would like to create a smaller holding area for the water in Muller Field reservoir to install a lift pump to pump the spill water into a new pipeline along the north bank of the City owned ditch that feeds into Muller Field from Plano. The new pipeline would be connected back to the PWC system along Plano for redistribution within the PWC system.

PWC estimates 275 acre feet annually are spilt into Muller Field from the PWC system. The City conducts groundwater recharge with the excess water that overflows from the two holding cells.

In February of 2009, the City and PWC entered into a five-year agreement, which has now expired, however, certain provisions of the agreement remain in perpetuity:

- 1) PWC permanently abandoned their pipeline along the south side of Henderson Avenue from Plano Street to Fourth Street; and
- 2) The City will allow excess (or unused) waters from the PWC piping system to discharge to the City's Muller Field. There will be no cost to the City for accepting the unused water. A permanent place will be made available to PWC to accommodate the unused water.

For the project to move forward, PWC needs to obtain easements from the City that would cover Southern California Edison (SCE) installing power lines to the new lift pump, the new pipeline into Muller Field, as well as the pump and piping location within Muller Field.

Staff feels the request should be granted as the City does benefit from the groundwater recharge that occurs from the water that overflows from the holding cells. If the City does not grant the easements, PWC will pursue installing a holding facility at another location, and the City will lose the opportunity for additional groundwater recharge.

RECOMMENDATION: That the City Council:

1. Grant the easements requested by PWC for the project to install pipeline, power and pumping facilities into the Muller Field Reservoir; and
2. Authorize the Public Works Director to prepare the necessary documents and record the easements.

SUBJECT: APPLICATION FOR BYRNE CRIMINAL JUSTICE INNOVATION  
PROGRAM PLANNING GRANT

SOURCE: Administration




COMMENT: Staff representatives for the City (Parks & Leisure Services, Police, and Public Works), County of Tulare (Resource Management Agency, Probation, and Sheriff) and Porterville Unified School District recently met to discuss an upcoming grant opportunity available through the United States Department of Justice. Entitled the Byrne Criminal Justice Innovation Program, in conjunction with the Neighborhood Revitalization Initiative, this competitive grant opportunity requires a consortium of partners to design a coordinated strategy to plan and implement place-based, community-oriented strategies to address targeted crime issues within a neighborhood as part of a broader neighborhood revitalization initiative.

Consistent with the potential grant's purpose and parameters, the representative group multi-faceted discussion focused around the "East Porterville" geographic area, and in particular the neighborhood area of John J. Doyle Elementary School. Both the Sheriff and Police Departments spoke of the crime issues they address in this general area, as well as the lacking or deficient public works infrastructure. Given the magnitude of challenges that exist in this area, as well as the limited time available before the application due date (May 6, 2014), it was determined that pursuing a Planning grant was the best initial approach.

The consortium of partners must designate a single entity to serve as the fiscal agent and provide overall administration and management of the grant program, which the group felt was best addressed by the City, considering municipalities are also viewed more favorably in the grant selection process.

RECOMMENDATION: That the City Council approve the submission of an application for the Byrne Criminal Justice Innovation Program Planning Grant, with the City of Porterville serving as the designated administration and fiscal agent.

ATTACHMENT: Byrne Criminal Justice Innovation Program Grant Announcement

Dir  Appropriated/Funded  C/M  Item No. 8



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The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications from eligible entities to plan and implement place-based, community-oriented strategies to address targeted crime issues within a neighborhood as a part of a broader neighborhood revitalization initiative. Byrne Criminal Justice Innovation (BCJI) resources will target hot spots of crime where a significant proportion of crime occurs as compared to the overall jurisdiction. BCJI furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals.

## **Byrne Criminal Justice Innovation Program FY 2014 Competitive Grant Announcement**

### **Eligibility**

Eligible entities to serve as fiscal agent include states, unit of local governments, non-profit organizations (including tribal non-profit organizations), and federally recognized Indian tribal governments as determined by the Secretary of the Interior.

The BCJI application requires a consortium of partners (hereinafter referred to as "cross-sector partnership") to design a strategy addressing a targeted crime problem. The application must contain a strategy that responds to the scope and requirements of this solicitation. The cross-sector partnership must designate one eligible entity to serve as the fiscal agent.<sup>1</sup> The fiscal agent must ensure that the cross-sector partnership is committed to and can successfully oversee key enforcement, prevention, intervention, and community engagement strategies AND access and analyze key data (crime and other) with regular input from the research partner and law enforcement agency.

The fiscal agent will oversee coordination of the cross-sector partnership and manage any subawards for services. The fiscal agent will be legally responsible for complying with all applicable federal rules and regulations in receiving and expending federal funds. The application must demonstrate that the fiscal agent has the capacity, commitment, and community support to serve as fiscal agent. The fiscal agent must demonstrate such capacity by showing experience engaging residents as well as core criminal justice and other partners in the implementation and sustainment of community justice strategies, especially in the targeted neighborhood. The application must also show commitment from the local law enforcement agency, community leaders, and a research partner through detailed letters of support outlining their participation and partnership in the project.

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<sup>1</sup> Throughout this solicitation, "fiscal agent" and "applicant" are used interchangeably.



Jurisdictions are strongly encouraged to coordinate with and seek the support of their local U.S. Attorney and local policymakers.

BJA may elect to make awards for applications submitted under this solicitation in future fiscal years, dependent on the merit of the applications and on the availability of appropriations.

## **Deadline**

Applicants must register with [Grants.gov](http://Grants.gov) prior to submitting an application. (See "How to Apply," page 31.) All applications are due by 11:59 p.m. eastern time on May 6, 2014. (See "Deadlines: Registration and Application," page 5.)

All applicants are encouraged to read this **Important Notice: Applying for Grants in Grants.gov.**

## **Contact Information**

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via e-mail to [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified below **within 24 hours after the application deadline** and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to [JIC@telesishq.com](mailto:JIC@telesishq.com), or via live web chat at [www.justiceinformationcenter.us](http://www.justiceinformationcenter.us). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this announcement: BJA-2014-3822

Release date: March 10, 2014

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# Byrne Criminal Justice Innovation Program (BCJI) (CFDA #16.817)

## Overview

Healthy, vibrant communities<sup>2</sup> are places that provide the opportunities, resources, and an environment that children, youth, and adults need to maximize their life outcomes, including high-quality schools and cradle-to-career educational programs; high-quality and affordable housing; thriving commercial establishments; access to quality health care and health services; art and cultural amenities; parks and other recreational spaces; and the safety to take advantage of these opportunities. Unfortunately, millions of Americans live in distressed neighborhoods<sup>3</sup> where a combination of crime, poverty, unemployment, poor health, struggling schools, inadequate housing, and disinvestment keep many residents from reaching their full potential. The complexity of these issues has led to the emergence of comprehensive place-based and community-oriented initiatives that involve service providers from multiple sectors, as well as community representatives from all types of organizations, to work together to reduce and prevent crime and to revitalize communities.

In many ways, community safety and crime prevention are prerequisites to the transformation of distressed communities, including the revitalization of civic engagement. Addressing community safety is the role of criminal justice agencies, the community and its partners as a whole. To improve and revitalize communities, all relevant stakeholders should be included: law enforcement and criminal justice, education, housing, health and human services, community and faith-based non-profits, local volunteers, residents, and businesses.

Given the significant needs and limited resources of some of these communities, local and tribal leaders need tools and information about crime trends in their jurisdiction and assistance in assessing, planning, and implementing the most effective use of criminal justice resources to address these issues. Research suggests that crime clustered in small areas, or “crime hot spots,” accounts for a disproportionate amount of crime and disorder in many communities. As a result, the criminal justice field has been creating new evidence-based strategies designed to prevent and deter future crime in hot spots. Many communities need assistance to implement data-driven problem solving strategies that target crime and safety concerns.

The Byrne Criminal Justice Innovation (BCJI) Program is part of the Neighborhood Revitalization Initiative (NRI), which provides neighborhoods with coordinated federal support in the implementation of place-based strategies as part of larger comprehensive neighborhood revitalization efforts. NRI includes programs within agencies such as the Departments of Education, Justice, Health and Human Services, Housing and Urban Development, and Treasury.

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<sup>2</sup> BJA uses “neighborhood” and “community” interchangeably. A *neighborhood* is an area that has social meaning to residents and is delineated by major streets or physical topography and is typically less than two miles wide. The neighborhood must encompass a proportion of crime hot spot(s) locations that show a consistent history of crime. This is the geographic area within which the BCJI project activities must take place.

<sup>3</sup> A *distressed neighborhood* is one with hot spots of high crime (overall or types of crime) combined with other key features that may affect a community’s capacity to deter crime including concentrated poverty, high unemployment, low performing schools, and limited infrastructure such as housing, social services, and business.

## **Deadlines: Registration and Application**

Applicants must register with Grants.gov prior to submitting an application. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications 72 hours prior to the application due date. The deadline to apply for funding under this announcement is 11:59 p.m. eastern time on May 6, 2014. See “How to Apply” on page 31 for details.

## **Eligibility**

Refer to the title page for eligibility under this program.

## **BCJI Program-Specific Information**

### **Why focus on place-based crime strategies?**

While overall crime levels are at a 30-year low, some jurisdictions still experience increases in overall crime or specific types of crime. In some of these places, a disproportionate amount of all crime jurisdiction-wide occurs in “microplaces” (a city block or even smaller). In some communities, less than 10 percent of all city blocks can drive large proportions of calls for service and crime incidents (as much as 30 to 80 percent). Moreover, crime in these hot spots can be very stable over time, creating an opportunity to prevent crime by focusing on these locations.

While crime hot spots can be disbursed throughout a jurisdiction, they can also be concentrated in communities that are poor, have a limited infrastructure of affordable housing and retail, lack strong schools, and suffer from a shortage of effective community-based organizations to provide needed human services. These communities may also have high numbers of residents on community supervision from the courts or prison, at-risk youth, and people engaged with behavioral health and social services agencies.

Place-based initiatives can strengthen the capacity of neighborhood residents and organizations so that they are able to implement comprehensive strategies to revitalize an entire neighborhood or community to create lasting change for its residents. These place-based initiatives also create new opportunities for alignment across institutions, including federal and local government, tribal government, the private sector, philanthropic and non-profit organizations, and across issue areas including crime, housing, health, education, workforce development, transportation, and business.

### **Why focus on community-oriented crime strategies?**

A critical pillar of the BCJI Program is neighborhood empowerment. Community-oriented approaches build trust, facilitate a mutually beneficial exchange of knowledge and resources, enhance the community's perception of the fairness and effectiveness of policies and interventions, and increase the willingness of the community and those in the criminal justice system to comply with the social mores in the community. Implementing these approaches without strong community collaboration will likely be unsuccessful and may overlook a neighborhood's unique needs and challenges as well as the ability to develop and implement sustainable neighborhood revitalization. Community leaders and residents are often in the best position to motivate, implement, and sustain change over time; therefore, applications should be

developed in close collaboration with community members to build community support for community needs as they evolve over time and indicate how community residents will be involved as full partners throughout the project.

### **How can research and data aid place based crime strategies?**

The last two decades have seen the development of new evidence-based, place-based strategies that target crime hot spots through enhanced law enforcement strategies and complementary approaches designed to address a community's capacity to prevent and deter crime.<sup>4</sup> At the same time, community-oriented approaches such as Weed and Seed, community policing, and community prosecution have made collaboration with community residents and leaders a priority, building trust and information sharing, enhancing the perception of the community about the fairness and effectiveness of the interventions, and increasing the willingness of community residents to comply with informal social controls in the community.

The criminal justice field has led efforts to create and test new community-based collaborations that address criminogenic risk factors<sup>5</sup> through problem-solving courts like community courts, community corrections and diversion programs, and community-based offender reentry strategies. Making it physically more difficult for crime to occur by addressing physical conditions that increase risk can be very effective, using crime prevention through environmental design (CPTED<sup>6</sup>), related civil legal strategies such as code enforcement and civil nuisance laws to prevent or reduce crime or problems that impact quality of life,<sup>7</sup> and community revitalization. *See pages 10-11 for a list of resources for finding evidence-based strategies for crime reduction.*

### **What is capacity and how does it fit within the BCJI approach?**

The BCJI approach assumes that responsibility for community safety and revitalization belongs to all stakeholders, including community members, service agencies, and government. Therefore, the overall strategy should include all key stakeholders in the problem-solving process and there must be basic capacity to engage community-based partners, community leaders, and residents to collaborate in addressing the priority crime issue identified.

Community capacity is the ability to mobilize collective action toward defined community goals. This capacity can be developed through the cultivation of relationships among neighborhood

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<sup>4</sup> Law enforcement strategies such as Hot Spots Policing, CeaseFire, Project Safe Neighborhoods, Drug Marketing Intervention, and Problem Oriented Policing have built on data-driven problem-solving combined with tactical enforcement to address high-risk offenders and crime. Some of these strategies have also employed community engagement efforts.

<sup>5</sup> Criminogenic risk actors are 1) anti-social personality, 2) anti-social attitudes and values, 3) anti-social associates, 4) family dysfunction, 5) poor self-control, 6) poor problem-solving skills, 7) substance abuse, and 8) lack of employment and/or employment skills.

<sup>6</sup> CPTED emphasizes the proper design and effective use of a created environment to reduce crime and enhance the quality of life.

<sup>7</sup> Related civil legal remedies might include enforcement of nuisance and drug abatement laws to address problem properties using creative strategies like eviction, land/property use laws, improvements, and tenant screening by the neighborhood association; use of restraining orders to combat batterers, gangs, or delinquent youth; enforcing local ordinances through injunctions against loitering and gang member congregations; and banning of drug paraphernalia, billboards, and spray paint. The use of planning principles including CPTED in connection with these legal tools and technology can provide powerful ways to discourage a range of criminal activity from assaults to drug dealing. Joint community-criminal justice problem solving and communication of community expectations can result in improvement to health and safety violations, enforced clean-up and upkeep of blighted properties, eviction of problem tenants, and improved property management, with a resulting efficiency in crime abatement.

residents, community organizations, and institutions. The capacity of organizations and cross-sector partnerships is defined as the ability to bring stakeholders together to exchange ideas, jointly plan, and collaborate in actions intended to increase safety and strengthen the community.

Communities without the capacity to cultivate cross-sector partnerships, engage community residents, and/or identify a public safety related problem within that community should consider applying for other grant programs and/or accessing training and technical resources, including the Building Neighborhood Capacity Resource Center.

### **How does BCJI fit within larger neighborhood revitalization efforts across federal agencies?**

Each year, the federal government funds numerous crime, affordable housing, health, cradle-to-career education, and community and economic development initiatives through an array of programs. Yet, the need for federal money to fund these initiatives has continued to grow, while the federal budget increasingly has been strained by other competing funding priorities. Through coordinated federal support, there are growing interagency efforts to align a comprehensive range of federal programs across several agencies, including the Departments of Education, Justice, Health and Human Services, Housing and Urban Development, and Treasury to revitalize the nation's most distressed neighborhoods.

Read more about these federal initiatives: White House neighborhood revitalization and Promise Zones.

Due to similarities in geographic targets and the inextricable link between housing, education, health, economic development, and public safety, applicants should develop a plan to coordinate BCJI with other existing neighborhood revitalization efforts—such as ED's Promise Neighborhoods,<sup>8</sup> HUD's Choice Neighborhoods<sup>9</sup> and/or HHS's Community Health Center<sup>10</sup> grants, or Treasury's Community Development Financial Institutions<sup>11</sup> (CDFI) funds, or a Promise Zone's designation—whenever these resources are directed to locations proposed to be targeted with a grant under this solicitation.

Applicants are also encouraged to go to the BJA web site for potential resources to support community safety goals, including grants and training and technical assistance.

Consistent with this approach, wherever possible and appropriate, applicants should partner (by braiding funding streams, contributing to policy development, etc.) with organizations engaged in revitalization of other neighborhood assets. These coordinated efforts should result in the strategic investment of resources into the following key neighborhood assets:

- a. Developmental assets that allow residents to attain the skills needed to be successful in all aspects of life (e.g., educational institutions, early learning centers, and health resources);

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<sup>8</sup> For more information, go to [www2.ed.gov/programs/promiseneighborhoods/index.html](http://www2.ed.gov/programs/promiseneighborhoods/index.html).

<sup>9</sup> For more information, go to [portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/cn](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/cn).

<sup>10</sup> For more information, go to [www.bphc.hrsa.gov/about/index.html](http://www.bphc.hrsa.gov/about/index.html).

<sup>11</sup> For more information, go to [www.cdfifund.gov](http://www.cdfifund.gov).

- b. Commercial assets associated with production, employment, transactions, and sales (e.g., labor force and retail establishments);
- c. Recreational assets that create value in a neighborhood beyond work and education (e.g., parks, open space, arts organizations, restaurants, movie theatres, and athletic facilities);
- d. Physical assets associated with the built environment and physical infrastructure (e.g., housing, commercial buildings, roads, sidewalks, and bike paths); and
- e. Social assets that establish well-functioning social interactions (e.g., criminal justice, juvenile justice, and community engagement).

### **What are the core elements of BCJI?**

#### *Place-based strategy*

Targets a neighborhood with high levels of crime or types of crime in order to most effectively direct resources and to positively influence multiple social disorganization factors such as concentration of high-risk residents, limited infrastructure, and collective efficacy of community and physical conditions. An initial strategy to clearly define the nature, extent, and factors of the crime issue and to target the criminal activity with a comprehensive, community-oriented approach is essential.

#### *Data-driven problem solving*

Local researcher-practitioner partnerships can help a community use data to clearly define problems, identify evidence-based strategies, create innovative strategies, and assess program implementation and intended program impacts. They can also help communities assess gaps in services, strategies, and partners. Data-driven approaches focus on identifying a problem(s), gathering necessary data, conducting analysis, selecting a response, and assessing program impact and effectiveness.

#### *Community-oriented*

To catalyze and sustain change, there must be active involvement and leadership of neighborhood residents throughout the revitalization process. Understanding residents' views of the neighborhood and how residents want their neighborhood to change is critical. Tactical enforcement by criminal justice partners is maximized through collaborations with community residents and builds positive social controls that can deter future crime and enhance trust-building with police, prosecutors, and other criminal justice partners. Engaging in community-oriented strategies should be driven by local data and needs, and address critical issues comprehensively—for example, addressing drug markets and sales through enforcement, treatment, and prevention.

#### *Cost effective*

Place-based strategies may assist local jurisdictions in maximizing their resources by identifying the drivers of crime in persistently high-crime communities and targeting these drivers through comprehensive strategies.

To ensure the success and sustainability of place-based efforts, projects should include several critical aspects to their structure and approach:

- Planning Based: BCJI requires a planning period to ensure critical partners are engaged, access accurate data, conduct analysis to define crime locations and drivers, develop research-based and/or innovative strategies, and assess gaps in resources and partners. This data is critical to be able to target the drivers of crime in the hot spots. BCJI grantees will use and be guided through this process with a Planning and Implementation Guide provided by the BJA training and technical assistance (TTA) provider; the guide will provide milestones and timeframes, as well as specific guidance for concluding planning phase activities and moving into the implementation phase. This process is discussed in more detail below under Timeline for Project Activities during the Planning and Implementation Phases and under Award Categories, Amount, and Length on page 13.
- Leverages Research and Innovation: To maximize resources, communities should target drivers of crime in identified hot spots through research-based strategies. Where there are gaps in research, with support from the research partner and the BJA TTA provider, communities are encouraged to build new strategies or test promising interventions.

To continue to add to the knowledge base about what works in crime reduction and prevention, contingent upon the availability of funding, BJA plans to evaluate a small number of the grantee sites to enhance knowledge about program effectiveness.

- Capacity Building: As stated on page 6, community capacity is the ability to mobilize collective action toward defined community goals. The capacity of organizations and cross-sector partnerships is the ability to bring stakeholders together to exchange ideas, jointly plan, and collaborate in actions intended to increase safety and strengthen the community. Developing these capabilities of a cross-sector partnership as well as the community should be a key strategy of organizations pursuing comprehensive neighborhood revitalization. Applicants should have a demonstrated commitment and capacity to form partnerships and work collaboratively, even if they face ongoing challenges in their attempts to identify crime issues and develop a targeted strategy to address those issues.

## **Goals, Objectives, and Deliverables**

The goal of BCJI is to reduce crime and improve community safety as part of a comprehensive strategy to advance neighborhood revitalization. Through a broad cross-sector partnership team, including neighborhood residents, BCJI grantees target neighborhoods with hot spots of violent and serious crime and employ data-driven, cross-sector strategies to reduce crime and violence.

To ensure effectiveness, current and future BCJI grantees work closely with BJA and BJA's competitively selected training and technical assistance partner (currently the Local Initiatives Support Corporation) to participate in information sharing sessions, facilitate peer-to-peer exchanges of information, and administer subject matter expertise that is relevant to BCJI neighborhood efforts.

For more information on LISC and current BCJI grantees, resources, and tools, visit: [www.lisc.org/BCJI](http://www.lisc.org/BCJI).

Specific objectives and deliverables are listed by Category beginning on page 11.



## Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's [CrimeSolutions.gov](http://CrimeSolutions.gov) web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

## Helpful Resources: Finding Evidence-Based Strategies for Crime Reduction, Including Examples of Successful Research-Practitioner Collaborations

Resources about evidence-based practices include OJP's [CrimeSolutions.gov](http://CrimeSolutions.gov) web site in addition to several other web sites that offer examples of research-based practices and programs, and training to support local researcher-practitioner partnerships.

### Bureau of Justice Assistance

- Research Reviews: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=70](http://www.bja.gov/ProgramDetails.aspx?Program_ID=70)
- Smart Policing Initiative web site: [www.smartpolicinginitiative.com/](http://www.smartpolicinginitiative.com/)
- Police Quarterly, Special Issue: Smart Policing [pqx.sagepub.com/content/16/3.toc](http://pqx.sagepub.com/content/16/3.toc)

### National Institute of Justice

- Predictive Policing: [www.rand.org/pubs/research\\_reports/RR233.html](http://www.rand.org/pubs/research_reports/RR233.html)
- Findings from a Researcher-Practitioner Partnerships Study  
[www.ncjrs.gov/pdffiles1/nij/grants/243911.pdf](http://www.ncjrs.gov/pdffiles1/nij/grants/243911.pdf)

### Community Oriented Policing Services (COPS) Office:

- Center for Problem Oriented Policing (POP), POP Guides: [www.popcenter.org/guides/](http://www.popcenter.org/guides/)

### George Mason University, Center for Evidence-Based Crime Policy

- [cebcp.org/evidence-based-policing/](http://cebcp.org/evidence-based-policing/)

### Michigan State University

- Project Safe Neighborhoods [www.psnmsu.com/psn-resources/](http://www.psnmsu.com/psn-resources/)
  - Research Partner Orientation Course Resource List
  - Identifying and Working with a Research Partner Q & A

The Police Foundation

- [www.policefoundation.org/](http://www.policefoundation.org/)

Substance Abuse and Mental Health Services Administration (SAMHSA)

- [www.samhsa.gov/ebpwebguide/](http://www.samhsa.gov/ebpwebguide/)

## Amount and Length of Awards

BJA solicits applications in two categories: 1) Planning, and 2) Planning and Implementation. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

In addition to peer review ratings, considerations for award recommendations and decisions may include, but are not limited to, underserved populations, geographic diversity, strategic priorities including NRI<sup>12</sup> (Promise, Choice, Community Health Centers) sustainability, past performance, and available funding.

Under BOTH categories, with a broad cross-sector partnership team, including neighborhood residents, BCJI applicants will target neighborhoods with chronic hot spots of violent and serious crime and employ data-driven, cross-sector strategies (enforcement, prevention, and intervention) to reduce crime and violence. **Spearheaded by the fiscal agent, the cross-sector partnership team must include law enforcement, neighborhood residents, a local research partner, and relevant community stakeholders.** Applicants with existing anti-crime or neighborhood revitalization initiatives may use those efforts as a platform to plan and implement their BCJI strategy. The crime issue(s) must represent a significant proportion of crime or type of crime within the larger community or jurisdiction

### **Category 1: Planning. Grant Amount: Up to \$100,000. Project Period: Up to 18 months. Competition ID: BJA-2014-3823.**

BJA anticipates that it will make up to 15 awards in this category.

Applicants will *design* a strategic, collaborative, and community-oriented plan to reduce crime in a target neighborhood. Applicants will use planning funds to:

- Identify, verify, and prioritize crime hot spots within identified neighborhood
- Work with cross-sector partners/management team to develop a strategy, drawing on a continuum of approaches to address crime drivers.
- Pursue community partnerships and leadership, building support to ensure the community is active in the process.
- Collaborate regularly with local law enforcement, a research partner, and the community to conduct analysis of crime drivers and an assessment of needs and available resources.
- Develop a comprehensive strategic plan to reduce crime in the identified neighborhood

The fiscal agent will oversee the planning process to include the above activities in addition to planning efforts to obtain and leverage other resources and funding to implement the strategic plan. Funds awarded under Category 1 in this solicitation are for planning purposes only, and may not be used for implementation. Category 1 grantees will receive intensive technical

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<sup>12</sup> See page 7 for a discussion of these programs and links to federal program web sites.

assistance from BJA's selected technical assistance provider to support their planning efforts and will be required to complete and participate in any needs assessment processes, development of logic models, and/or planning tools, provided by the BJA TTA provider.

**Category 2: Planning and Implementation. Grant Amount: Up to \$1,000,000. Project Period: Up to 36 months. Competition ID: BJA-2014-3824.**

BJA anticipates that it will make up to 5 awards in this category.

Applicants will *complete* a new or existing strategic, collaborative, and community-oriented plan to reduce crime in a target neighborhood and then *begin* implementation of the plan during the project period. Applicants will use Planning and Implementation funds to:

During planning phase:

- Identify, verify, and prioritize crime hot spots within identified neighborhood.
- Work with cross-sector partners and management team to develop a strategy, drawing on a continuum of approaches to address crime drivers.
- Pursue community partnerships and leadership, building support to ensure the community is active in the process.
- Collaborate regularly with local law enforcement, a research partner, and the community to conduct analysis of crime drivers and an assessment of needs and available resources.

During the implementation phase:

- Convene regular, ongoing meetings with cross-sector partners and management team.
- Share regular input/discussions with research partner.
- Assess program implementation in collaboration with research partner.
- Modify strategies, as appropriate.
- Build capacity of cross-sector management team to continue to coordinate research.
- Produce a final written summary report.

The fiscal agent will oversee the planning process to include the above activities in addition to planning efforts to obtain and leverage resources and funding to further implement the strategic plan. Category 2 grantees will receive intensive technical assistance from BJA's selected TA provider to support their planning and implementation efforts and will be required to complete and participate in any needs assessment processes, development of logic models, and/or planning tools, provided by the BJA TTA provider.

**Special Withholding Condition for Category 2 Awards ONLY**

During the planning period, Planning and Implementation grantees will only have access to the planning funds of up to \$150,000 of the total award.

**Timeline for Project Activities during the Planning and Implementation Phases**

The planning phase must last at least a minimum of 6 months but will ideally run between 9 to 12 months. The fiscal agent will oversee the planning process to include the above activities in addition to sustainability efforts to obtain and leverage other resources and funding.

During the planning stage, grantees will receive intensive technical assistance from BJA's selected TTA provider and will be required to complete and participate in any needs assessment processes, development of logic models, and/or planning tools, provided by the

BJA TTA provider. These processes will guide each grantee in developing an implementation plan that incorporates resident input and evidence-based programs, policies, and practices. The BJA TTA provider will supply a *Planning and Implementation Guide*<sup>13</sup> which includes project milestones and timelines to assist grantees with conducting planning phase activities and preparing their implementation plans. Implementation plans must be submitted and approved by BJA in writing (in consultation with the TTA provider), in order for the grantees to begin their implementation phase and gain access to the remainder of grant funds. Grantees will have the opportunity to provide additional feedback, clarification, and data regarding their implementation plans, if requested by BJA and/or the TTA provider. However, applicants should be aware that if, after a reasonable exchange of information and feedback occurs, an implementation plan may not receive BJA approval, and grantees therefore may not receive access to the remaining grant funds for implementation or an extension of their grant award.

During BJA's review of the revised plan, grantees will have an opportunity to address any issues or concerns in the revised implementation strategy. In this strategy, grantees must ensure that the core elements of BCJI are in place; that they have collected appropriate data; and that there is a strong research or data base for proposed place-based programs or interventions.

The application must clearly document that at least one-third and ideally as much as one-half of the planning phase budget be committed to the cost of initial data analysis, problem assessment, and identification of evidence-based practices by the research partner. The overall budget must also include costs for the ongoing research partner role throughout the entire grant period (both planning and implementation phases.)

#### **Category 2: Project Deliverable: Final Written Summary Report**

Category 2 grantees must produce a final written summary report outlining the project's goals, challenges, and achievements so as to share findings and lessons learned with the broader criminal justice and community development fields. While there may be some support from the BJA TTA provider to assist sites with completion of these reports, applicants should describe how they plan to prepare and produce this report regardless of TTA support.

#### **Category 1 and 2: BCJI Objectives and Deliverables**

To achieve BCJI program goals, successful applications **must** commit to accomplishing the following objectives:

1. Identify a neighborhood with a concentration of crime hot spots which have for a period of time composed a significant proportion of crime or types of crime.
2. Identify and build upon existing planning efforts to address issues that relate to the crime issues identified, including neighborhood revitalization.
3. Build or enhance a community-based team with the presence of criminal justice, social service, and neighborhood revitalization partners to implement the project.
4. Ensure that community residents are full partners in the process and offer ongoing community engagement and leadership building support.

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<sup>13</sup> The TTA provider will provide grantees with the full *Planning and Implementation Guide*; applicants can review the key milestones and guidance for production of the Implementation Plan.

5. Collaborate with local law enforcement and a research partner to conduct an analysis of crime drivers and an assessment of needs and available resources.<sup>14</sup>
6. Develop a strategy that offers a range of approaches (enforcement, prevention, intervention) to address the identified crime drivers.
7. Establish effective partnerships both to provide solutions and commit resources to sustain what works.
8. *(For Category 2 applicants only)* Work closely with the BCJI TTA provider to implement a comprehensive and coordinated strategy.
9. *(For Category 2 applicants only)* Assess program implementation in collaboration with research partners, and plan for sustainment of effective strategies with private and public state, local, and tribal funding.
10. *(For Category 2 applicants only)* Produce a final written summary report outlining the project's goals, challenges, and achievements so as to share findings and lessons learned with the field.

The fiscal agent **must** commit to work with its partners to accomplish the following objectives<sup>15</sup>:

1. Ensure meaningful engagement of residents and other partners, including coordination in the development or implementation of a comprehensive and coordinated strategic plan. This should include mechanisms to engage residents.<sup>16</sup>
2. Demonstrate commitment of the partners, including the local law enforcement agency and a research partner, to support the data collection and analysis throughout the life of the grant.<sup>17</sup>
3. Demonstrate ability to coordinate and collaborate among service providers (e.g., by the formation of a diverse advisory board or cross-sector partnership team to address an identified problem).
4. Facilitate, as appropriate, collaboration with relevant local, state, or federal initiatives (e.g., National Youth Forum, Project Safe Neighborhoods, anti-gang programs, or other neighborhood revitalization programs) located in the jurisdiction or neighborhood that addresses issues that relate to the crime issues identified.
5. Support the planning and sustainment of the program through proactive program management tied to rigorous research and data analysis, program assessment, and leverage other funding and resources.
6. *(For Category 2 applicants only)* Ensure the production of the final written summary report.

## Budget Information

### Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual

<sup>14</sup> Both BJA and the BCJI TTA partner will provide existing and new BCJI grantees with tools, trainings, and resources that define researcher roles and responsibilities and demonstrate the value of these partnerships. See page 10 for some examples of the current resources.

<sup>15</sup> Additional requirements for supporting materials and documentation, such as letters of support, are discussed on page 21, as part of the "What An Application Should Include: Additional Attachments."

<sup>16</sup> This can include strategies such as surveys, focus groups, town halls, regularly scheduled community meetings, etc.).

<sup>17</sup> Documentation should include signed agreements or memoranda of understanding, detailing roles and responsibilities for these partners.

salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at [www.opm.gov/salary-tables](http://www.opm.gov/salary-tables). Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

#### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully – before submitting an application – the OJP policy and guidance on “conference” approval, planning, and reporting available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

#### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

#### **Match Requirement**

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

#### **Subawards and Contracts**

Subawards and contracts in excess of \$100,000 must be competed and applicants should plan accordingly.

### **Adequate Competition**

As an award recipient or subrecipient, successful applicants must conduct all procurement transactions in an open, free, and fair competition. This requirement holds whether purchasing transactions are negotiated or competitively bid, and without regard to dollar value. See the OJP Guide to Procurement Procedures for more information.

- The Uniform Administrative Requirements codified in Title 2 Code of Federal Regulations (CFR) Part 215 (U.S Department of Justice Title 28 CFR §66.36 and Title 28 CFR §70.44) require competition on contract awards.
- In the application, applicants should indicate that a competitive process will occur in which a contractor will be selected, but applicants may not name a specific contractor without competition.
- A commercial organization that is ineligible to receive a direct award under a specific appropriation or program cannot be named as a sole-source contractor in a grant application by an eligible applicant. The eligible applicant should indicate that a competitive process will occur in which a contractor will be selected, but a specific contractor cannot be named without competition. Under certain circumstances, however, this sole-source rule can be waived when the applicant can document that there is only one contractor qualified or available to perform the function. These circumstances should be discussed with a program manager's direct supervisor and an Office of General Counsel representative.

A sole-source procurement process may be used when the following can be documented:

- The item or service is available only from a single source;
- A true public exigency or emergency exists; or
- After competitive solicitation, competition is considered inadequate.

Award recipients cannot award a sole-source contract to an entity not eligible to be a direct recipient. For example, many grant program awards cannot be distributed to a commercial or for-profit organization as a sole source contractor if that organization is ineligible to receive a direct award under a specific appropriation or program.

**For all sole-source procurements in excess of \$100,000, award recipients must receive prior approval from the awarding agency.**

### **Performance Measures**

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must regularly provide data that measure the results of their work under this solicitation. Post award, recipients will be required to submit quarterly performance metrics through BJA's online Performance Measurement Tool (PMT), located at [www.bjaperformancetools.org](http://www.bjaperformancetools.org).

(Note: Due to ongoing review, the performance measures for this program may change slightly within the next year.)

Applicants should review the complete list of BCJI program performance measures at: [www.bjaperformancetools.org/help/BCJIPerformanceIndicatorgrid.pdf](http://www.bjaperformancetools.org/help/BCJIPerformanceIndicatorgrid.pdf)

OJP does not require applicants to submit performance measures data with their applications. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section “What an Application Should Include” below (on page 16) for additional information.

### **Note on Project Evaluations**

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute “research” for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP’s performance measure data reporting requirements likely do not constitute “research.” Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP “Other Requirements for OJP Applications” web page ([www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm)). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that Web page.

## **What an Application Should Include**

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Moreover, applicants should anticipate that applications that are determined to be nonresponsive to the scope of the solicitation, or that do not include the application elements that BJA has designated to be critical, will neither proceed to peer review nor receive further consideration. Under this solicitation BJA has designated the following application elements as critical: Project Abstract, Program Narrative, Budget Detail Worksheet and Budget Narrative, and MOUs/Letters of Support. Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.



## 1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and OJP's Grants Management System (GMS) take information from the applicant's profile to populate the fields on this form. When selecting "type of applicant," if the applicant is a for-profit entity, select "For-Profit Organization" or "Small Business" (as applicable).

## 2. Project Abstract

Applicants must provide an abstract identifying the applicant's name and project title. The abstract **must** include:

1. Identification of the target neighborhood/neighborhood boundaries **and** zip code(s)
2. Identification of whether the target neighborhood receives funding from other Department of Justice federal grant programs such as Project Safe Neighborhoods, Smart Policing Initiative, or Community Based Violence Prevention Program. In addition to the Department of Education's Promise Neighborhood; Department of Housing and Urban Development's Choice Neighborhood; a recipient of Department of Health and Human Services' Community Health Center grant; or a recipient of Department of the Treasury's Community Development Financial Institution (CDFI) funds. Further, applicants should indicate other federal investments that occur, serve, or overlap the target neighborhood.
3. A list of partners that comprise the cross-sector partnership.
4. A brief description of why the target neighborhood needs federal funds, including any crime data and/or community survey data about problems within the target location proposed for the grant.
5. Project goals.
6. A brief description of the proposed strategies to be implemented, including a short description of planning phase activities.
7. Total funding requested.
8. Other resources identified that will support the BCJI efforts.<sup>18</sup>

The abstract can be single-spaced, using a standard 12-point font (Times New Roman is preferred) with not less than 1-inch margins, and must not exceed 3 pages.

If the program abstract fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions.

All project abstracts should follow the detailed template available at [www.ojp.usdoj.gov/funding/Project\\_Abstract\\_Template.pdf](http://www.ojp.usdoj.gov/funding/Project_Abstract_Template.pdf).

**Permission to Share Project Abstract with the Public:** It is unlikely that BJA will be able to fund all promising applications submitted under this solicitation, but it may have the opportunity to share information with the public regarding promising but unfunded applications, for example, through a listing on a web page available to the public. The intent of this public posting would be to allow other possible funders to become aware of such proposals.

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<sup>18</sup> Do not include these items in the budget. The purpose is to show support, but will not be tracked as a match.

In the project abstract template, applicants are asked to indicate whether they give OJP permission to share their project abstract (including contact information) with the public. Granting (or failing to grant) this permission will not affect OJP's funding decisions, and, if the application is not funded, granting permission will not guarantee that abstract information will be shared, nor will it guarantee funding from any other source.

**Note:** OJP may choose not to list a project that otherwise would have been included in a listing of promising but unfunded applications, should the abstract fail to meet the format and content requirements noted above and outlined in the project abstract template.

### **3. Program Narrative**

The program narrative must respond to the solicitation and the Selection Criteria (1-4) in the order given. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with no less than 1-inch margins, and must not exceed 15 pages. Number pages "1 of 15," "2 of 15," etc.

If the program narrative fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative.

- a. Statement of the Problem
- b. Project Design and Implementation
- c. Capabilities and Competencies
- d. Plan for Collecting the Data Required for this Solicitation's Performance Measures and Sustainability  
BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that *BJA* will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

### **4. Budget Detail Worksheet and Budget Narrative**

#### **a. Budget Detail Worksheet**

A sample Budget Detail Worksheet can be found at [www.ojp.gov/funding/forms/budget\\_detail.pdf](http://www.ojp.gov/funding/forms/budget_detail.pdf). Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at [www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm).

#### **b. Budget Narrative**

Applicants must provide a budget and budget narrative in response to Selection Criteria 5. The fiscal agent will oversee project assessment and management with the research partner and coordinate efforts to leverage other resources and funding.

For Category 2 applicants only:

- To ensure a focus on these issues, the funding for the initial planning period will be limited to up to \$150,000. Of this, at least one-third and ideally as much as one-half will be committed to the initial data analysis, problem assessment, and identification of evidence-based practices by the research partner. The overall budget must also include costs for the ongoing research partner role throughout the entire grant period (both planning and implementation phases.)
- Applicants must budget funding to travel to DOJ-sponsored BCJI training meetings. Applicants should estimate the costs of travel and accommodations for up to three personnel to attend at least two meetings in Washington, D.C. during the life of the grant. Approval from BJA is required prior to any use of travel funds outside of Department of Justice-sponsored BCJI training meetings.

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

**c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold**

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (as known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the OJP Financial Guide.

**5. Indirect Cost Rate Agreement (if applicable)**

Indirect costs are allowed only if the applicant has a federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant's accounting system permits, costs may be allocated in the direct cost categories. For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). If DOJ is the cognizant federal agency,

applicants may obtain information needed to submit an indirect cost rate proposal at [www.ojp.usdoj.gov/funding/pdfs/indirect\\_costs.pdf](http://www.ojp.usdoj.gov/funding/pdfs/indirect_costs.pdf).

#### **6. Tribal Authorizing Resolution (if applicable)**

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

#### **7. Additional Attachments**

- **Time and Task Plan and Position Descriptions**

Attach a Time and Task Plan Timeline (with an estimated start date of October 1, 2014) with each project goal, related objective, activity, expected completion date, and responsible person or organization; and Position Descriptions for key positions. Do not include materials not requested in this attachment; additional material will not be reviewed.

- **Memorandums of Understanding (MOUs) and Letters of Support**

Each applicant must submit, as part of its application, a Memorandum of Understanding, signed by each individual, organization, or agency listed below (1-5). Each must:

- Describe each partner's financial and programmatic commitment.
- Describe how each partner's existing vision and current activities align with those of the BCJI cross-sector partnership.
- For MOUs from the law enforcement partner, include a commitment to provide crime and arrest data needed to complete the crime analysis described in this solicitation in addition to specific staff that will oversee this effort.

MOUs must be included from the following individuals/organizations:

1. Fiscal agent\*
2. Local law enforcement agency
3. One cross-sector partner
4. One community leader

Applicants should provide Letters of Support from any other key members of the cross sector partnership team or other entities that will be key partners in the BCJI strategy.

\*NOTE: To minimize duplication, if the fiscal agent is also the law enforcement agency, the MOU should indicate how the law enforcement agency will lead the effort and include the specified items listed above.

- **Research Partner Letter of Participation**

Qualifications, Expertise, and Letter of Participation

The Principal Investigator/Research Partner should provide a brief biographical statement about their qualifications in conducting field research. At a minimum, the letter should include the following: highest degree earned, year, and institution; years of experience in conducting research and evaluation (specifically as it relates to criminal justice and neighborhood revitalization topics); and a list of no more than three publications relevant to policing and/or evaluation. The Research Partner should demonstrate his/her expertise and knowledge of community-oriented, place-based crime strategies, evaluation methods, and describe any history of a relationship and familiarity with the police agency (has he/she worked with the fiscal agent and/or police agency in the past or is this a new endeavor.)

Additionally, the Research Partner should indicate its capacity to assist the police agency with data collection issues and analysis. The letter should include a brief paragraph about the evaluation methods that will be used for the project.

Memorandum of Agreement

If the application is selected to receive a grant award, the fiscal agent, police agency (if not the fiscal agent), and the Research Partner will be asked to include a Memorandum of Agreement about the specific roles, responsibilities, and expectations of the Research Partner. The MOA should be signed by the Research Partner and the designated officials within the fiscal agent and police department, if separate agencies.

- **Applicant Disclosure of Pending Applications**

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov

HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov
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Applicants should include the table as a separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

- **Research and Evaluation Independence and Integrity**

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

## **8. Accounting System and Financial Capability Questionnaire**

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

## **Selection Criteria**

### **1. Statement of the Problem (20 percent)**

All applicants should explain limitations on funding the program adequately without federal assistance.

- Describe the nature and scope of crime in the targeted neighborhood, including identifying the number and location of the specific city blocks or other hot spots where a large proportion of crime or types of crime occur, as compared with crime rates in the overall jurisdiction. Provide any local/state data and a trend analysis **for the specific target area** (including data, Uniform Crime Reporting (UCR), calls for service, and survey results from target area residents) to support the discussion. Provide additional information about what is causing the crime to occur in the crime hot spots (e.g. the crime drivers).
- Describe the geographic boundaries of the targeted neighborhood, the zip code, as well as the population size and demographic make-up of the population of both the overall jurisdiction and the targeted neighborhood where the BCJI strategy is proposed.

Planning Applicants (Category 1) in addition to the above:

- Discuss the efforts (identifying any barriers or challenges) that have been made to date to design a strategic, collaborative, and community-oriented plan to reduce crime in a target neighborhood.

### **2. Project Design and Implementation (30 percent)**

Planning Applicants (Category 1)

- Describe proposed planning activities and expected outcomes.
- Planning activities should include establishing a collaborative structure, with agreements between collaborative partners in place that address the organization and composition of the planning/oversight body; developing a statement of the program's goals, objectives,

and work plan agreed upon by collaborative partners; identifying a list of services and resources in the jurisdiction that can support the proposed project; and developing a data-driven strategy to inform programmatic strategies and monitor the impact of proposed programs.

#### Planning and Implementation Grantees (Category 2)

- Describe the strategy to address the specific crime problem identified by building a continuum of solutions that can include enforcement, prevention, intervention, and treatment strategies. The BCJI strategy does not need to address all crime issues, but should comprehensively address the specific neighborhood challenges identified in the statement of the problem.
- The project design and strategy should conform to the BCJI core program elements and should target the reduction and prevention of crime in the identified crime hot spots. The continuum of solutions must be based on the best available research and evidence-based policies and practices, where available, and can propose to employ research findings in a new way or to a new target population.<sup>19</sup> The resources listed on page 10 provide an excellent catalog of evidence-based and promising practices that applicants are encouraged to incorporate into their strategy. Where there are gaps in knowledge, the applicant should incorporate data and innovation to develop new or revised strategies.
- Applicants must outline a comprehensive and coordinated strategy as outlined below. The summary narrative of the program strategy should be clearly tied and aligned with the Time and Task Plan.
  - A. **Goals and Objectives.** Identify the program goals and describe the “future vision” for the target neighborhood, specifically describing how this vision will address the problems and unmet needs identified in the Statement of the Problem. For each goal, identify the major objectives that are precise and measurable and identify strategies, programs, and policies to achieve the goals.
  - B. **Planning and Research Partner Role.** Describe how the planning period will be used to reach critical planning milestones; BCJI grantees will be guided through this phase with the BJA TTA provider’s Planning and Implementation guide. Examples of such milestones may include community and resident engagement, regular meetings with the research partner, data collection and analysis, building partnership and collaboration infrastructure, identification of crime reduction strategies budget revisions.
    - Describe specifically how the project will accomplish expected outcomes by providing the goals, objectives, and the performance measures applicable to the project. Include a comprehensive timeline that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity (Time and Task Plan attachment).

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<sup>19</sup> Resources on evidence-based programs and practices are available at both [www.bja.gov/evaluation/evidence-based.htm](http://www.bja.gov/evaluation/evidence-based.htm) and [Crimesolutions.gov](http://Crimesolutions.gov).



- Describe the research partner roles and responsibilities throughout the BCJI grant – both planning and implementation stages. At a minimum, the research partner should: assist in problem description and definition; participate in solution development; provide ongoing analysis, monitoring, and assessment of the solution(s) impact; and assist with the production of the final report.
- See page 10 under “**Helpful Resources: Finding Evidence-Based Strategies for Crime Reduction Including Examples of Successful Research-Practitioner Collaborations**” for useful guidance in establishing the roles and responsibilities of the research partner in your BCJI strategy.
- Describe and provide evidence of the types and quality of data sources available to the agency to conduct appropriate analysis. For example: does the agency have access to multiple sources of data (both internal and external to the agency) specific to the identified problem(s)?
- Does the agency have the ability to integrate data from different sources?

C. **Implementation Strategies and Activities (Category 2 Applicants ONLY).**

Describe the plan to implement the BCJI strategy, identifying the specific strategies and their activities that will be conducted to achieve proposed project goals and objectives.

Each strategy should fall within one of the following categories. See the definition of evidence on page 10 and research on page 9.

- **Evidence-Based Policies and Practices:** Describe each evidence-based policy or practice to be employed and how it responds to the issue or need as a place-based strategy and/or with the target population.
- **Research-Based Policies and Practices.** Where there is some promising research, discuss current knowledge and how the promising strategy will be replicated in a new location or offer strategic enhancements of an existing model by targeting a different population, or modifying it, seeking to build a stronger knowledge base.
- **Innovations:** Where there is very little research knowledge or an emerging issue, applicants should discuss new or innovative strategies or programs, policies, service practices, or other activities that are not well documented in the science literature for the emerging area of criminal justice.

D. **Resident Engagement.** For each activity/task, describe the strategy and operating structure for ensuring regular and meaningful engagement of neighborhood citizens.

### 3. **Capabilities and Competencies (25 percent)**

A cross-sector partnership must be in place and the applicant must demonstrate the neighborhood’s capacity, through the partnership, to implement the proposed strategy. The applicant entity must be able to serve as the fiscal agent and oversee coordination of a consortium of agencies, organizations, and community residents, including but not limited to, oversight of subawards of funding. The application must demonstrate, by citing specific

examples, its capacity, commitment, and support from residents in the community to serve as the lead fiscal agent. The application must specifically document capacity by providing the following information about the fiscal agent and the cross-sector partnership:

- A. Provide a list of the critical criminal justice, community, support service, and revitalization partners needed to implement the strategy. For each partner, describe the role to be played and the resources and contributions committed or to be committed. In particular, describe who will serve as the fiscal agent and who will oversee the required BCJI elements including research, data collection and analysis; planning and strategy development; community engagement; and law enforcement.

Demonstrate support of the local law enforcement agency and a research partner and include memorandums of understanding and letters of support.

- B. Discuss the capacity of each critical partner to implement the proposed strategies to improve community safety conditions for community residents, especially in the crime hot spots. This should include the enforcement, prevention, intervention, and revitalization strategies.
- C. Describe how the fiscal agent and cross-sector partnership will:
- Monitor strategy implementation and achievement of goals and objectives.
  - Manage day-to-day tasks and activities during implementation.
  - Manage and subaward BCJI funds.
  - Facilitate researcher/practitioner partnership, including how the partners will collect and analyze crime data required in this solicitation.
  - Govern changes or modifications to the strategy.
  - Ensure project and fiscal accountability.
  - Collect, collate, and submit timely performance data, semi-annual progress reports, and quarterly financial reports.
- D. Discuss capacity to lead resident and community outreach and engage in leadership building skills, including collaboration with community-based organizations. In particular, discuss any experience the partnership has working with neighborhood residents.
- E. Describe the fiscal agent's capacity to manage interagency, cross-sector partnerships to effectively implement place-based, community-oriented crime and community revitalization strategies.

#### **4. Plan for Collecting the Data Required for this Solicitation's Performance Measures and Sustainability (15 percent)**

For each strategy objective, identify the evaluation criteria that will determine how (for Category 1 applicants) and if (for Category 2 applicants) objectives have been successfully met and one or more specific measurable outcomes for each strategy objective and the data sources that will be used to determine whether or not the outcome was accomplished

All applicants should describe their current ability to collect and analyze community-level performance and outcome data and to conduct regular assessments of program service delivery and performance as described in the BCJI model. All applicants must indicate their willingness and ability to collect and report performance and outcome data through BJA's

Performance Measurement Tool (PMT) (no personally identifiable information shall be collected through the PMT). Applicants are expected to report on behalf of any subawardees.

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurement, and how the information will be used to guide and assess the program. Describe the process to accurately report implementation findings.

Describe the steps the fiscal agent will take with the BCJI team to develop a performance management and evaluation plan. The plan should include strategies to collect data, review data, use data to improve program performance, and discuss how the BCJI team will work with the research partner including any evaluation plans.

**For Category 2 Applicants (only): Sustainability Plan.** Applicants must demonstrate the strategic leveraging of federal, state, local, and tribal funding streams sufficient to ensure sustainability. A sustainability plan acknowledges the intent of the BCJI collaborative partners to continue high impact activities beyond BCJI funding. When developing the sustainability plan, it is important that the cross-sector partnership remain thoughtful in identifying necessary resources and partners that support the strategy. Strong and effective sustainability plans are tied directly to strong, collaborative relationships with neighborhood partners that demonstrate the long-term commitment to the neighborhood change.

Outline a strategy for sustainment when the grant ends. Include a plan for any collaborative efforts that must be maintained to ensure the continued implementation of those projects. Provide a discussion of innovative approaches that will be used to maximize strategy impact and cost-effectiveness.

Define at what stage each project will be fully funded by sources other than BCJI and by what means this will occur. The applicant must show how much of the project costs are borne by BCJI funds. The information should reflect that a plan has been established to ensure the sustainment of each project.

## **5. Budget (10 Percent)**

Budgets should be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should generally demonstrate how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.<sup>20</sup>

*Planning Applicants (Category 1)* must provide a proposed budget (up to 18 months) that includes proposed planning activities.

*Planning and Implementation Applicants (Category 2)* must provide a proposed budget (up to 36 months) that includes both planning and implementation phase activities. It must clarify which budget items will support the planning vs. implementation phases and separate itemized budget for each budget category (e.g., personnel, fringe benefits, travel, etc.).

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<sup>20</sup> Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Upon completion of the planning phase, applicants must submit with the implementation plan a revised budget that reflects expenditures for the total award amount and a separate itemized budget for each year of grant activity. While a match is not required, in-kind contributions are strongly encouraged and will provide evidence of the applicant's commitment and the increased potential for sustainability.

Applicants are expected to budget (travel and accommodations) for up to two trips for a minimum of three team members for BCJI conferences or trainings during the life of the grant. Because training location(s) are not known at this time, applicants should use Washington, D.C. for the budget estimate. BJA approval is required prior to any use of travel funds outside of DOJ-sponsored BCJI training meetings.

## **Review Process**

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to review the applications. An external peer reviewer is an expert in the subject matter of a given solicitation who is NOT a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. A peer review panel will evaluate, score, and rate applications that meet basic minimum requirements. Peer reviewers' ratings and any resulting recommendations are advisory only. In addition to peer review ratings, considerations for award recommendations and decisions may include, but are not limited to, underserved populations, geographic diversity, strategic priorities, past performance, and available funding.

The Office of the Chief Financial Officer, in consultation with BJA reviews applications for potential discretionary awards to evaluate the fiscal integrity and financial capability of applicants, examines proposed costs to determine if the Budget Detail Worksheet and Budget Narrative accurately explain project costs, and determines whether costs are reasonable, necessary, and allowable under applicable federal cost principles and agency regulations.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider factors including, but not limited to, underserved populations, geographic diversity, strategic priorities, past performance, and available funding when making awards.

## **Additional Requirements**

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at [www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

- Civil Rights Compliance

- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Non-profit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Active SAM Registration
- Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)
- OJP Training Guiding Principles for Grantees and Subgrantees

## How to Apply

Applicants must register in, and submit applications through Grants.gov, a “one-stop storefront” to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at [www.Grants.gov](http://www.Grants.gov). Applicants that experience technical difficulties during this process should call the Grants.gov Customer Support Hotline at **800-518-4726** or **606-545-5035**, 24 hours a day, 7 days a week, except federal holidays. Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications 72 hours prior to the application due date to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

BJA strongly encourages all prospective applicants to sign up for Grants.gov email notifications regarding this solicitation. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for updates will be notified.

**Note on File Names and File Types:** Grants.gov only permits the use of certain specific characters in names of attachment files. Valid file names may include only the characters shown in the table below. Grants.gov is designed to reject any application that includes an attachment(s) with a file name that contains any characters not shown in the table below. Grants.gov is designed to forward successfully submitted applications to OJP’s Grants Management System (GMS).

Characters	Special Characters		
Upper case (A – Z)	Parenthesis ( )	Curly braces { }	Square brackets [ ]
Lower case (a – z)	Ampersand (&)	Tilde (~)	Exclamation point (!)
Number 0 – 9	Comma ( , )	Semicolon ( ; )	Apostrophe ( ‘ )
Underscore ( _ )	At sign (@)	Number sign (#)	Dollar sign (\$)
Hyphen ( - )	Percent sign (%)	Plus sign (+)	Equal sign (=)
Space	<b>When using the ampersand (&amp;) in XML, applicants must use the “&amp;amp;” format.</b>		
Period (.)			

**GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.” GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

All applicants are required to complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their applications for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS

number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires all applicants (other than individuals) for federal financial assistance to maintain current registrations in the SAM database. Applicants must be registered in SAM to successfully register in Grants.gov. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Applications cannot be successfully submitted in Grants.gov until Grants.gov receives the SAM registration information. The information transfer from SAM to Grants.gov can take up to 48 hours. OJP recommends that the applicant register or renew registration with SAM as early as possible.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.** Complete the AOR profile on Grants.gov and create a username and password. The applicant organization's DUNS number must be used to complete this step. For more information about the registration process, go to [www.grants.gov/web/grants/register.html](http://www.grants.gov/web/grants/register.html).
4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. Note that an organization can have more than one AOR.
5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance number for this solicitation is 16.817 titled "Byrne Criminal Justice Innovation Program," and the funding opportunity number is BJA-2014-3822.
6. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.
7. **Complete the Disclosure of Lobbying Activities.** All applicants must complete this information. Applicants that expend any funds for lobbying activities must provide the detailed information requested on the form *Disclosure of Lobbying Activities* (SF-LLL). Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.
8. **Submit a valid application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive an e-mail validation message from Grants.gov. The message will state whether the application has been received and validated, or rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received and then receive a rejection notice a few minutes or hours later. Submitting well ahead of the deadline provides time to correct the problem(s) that caused the rejection.

**Important:** OJP urges applicants to submit applications **at least 72 hours prior** to the application due date to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

Click [here](#) for further details on DUNS, SAM, and Grants.gov registration steps and timeframes.

**Note: Duplicate Applications**

If an applicant submits multiple versions of an application, BJA will review only the most recent valid version submitted.

**Experiencing Unforeseen Grants.gov Technical Issues**

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties, and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any Grants.gov Help Desk or SAM tracking number(s). **Note: BJA does not automatically approve requests.** After the program office reviews the submission, and contacts the Grants.gov or SAM Help Desks to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or Grants.gov in sufficient time
- failure to follow Grants.gov instructions on how to register and apply as posted on its web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP funding web page at [www.ojp.usdoj.gov/funding/solicitations.htm](http://www.ojp.usdoj.gov/funding/solicitations.htm).

**Provide Feedback to OJP**

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your



resume to [ojppeerreview@lmbps.com](mailto:ojppeerreview@lmbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

## **Application Checklist**

### **FY 2014 Byrne Criminal Justice Innovation Program**

This application checklist has been created to assist in developing an application.

#### **What an Applicant Should Do:**

*Prior to Registering in Grants.gov:*

- \_\_\_\_\_ Acquire a DUNS Number (see page 31)
- \_\_\_\_\_ Acquire or renew registration with SAM (see page 32)

*To Register with Grants.gov:*

- \_\_\_\_\_ Acquire AOR and Grants.gov username/password (see page 32)
- \_\_\_\_\_ Acquire AOR confirmation from the E-Biz POC (see page 32)

*To Find Funding Opportunity:*

- \_\_\_\_\_ Search for the funding opportunity on Grants.gov (see page 32)
- \_\_\_\_\_ Download Funding Opportunity and Application Package (see page 32)
- \_\_\_\_\_ Sign up for Grants.gov email notifications (optional) (see page 31)
- \_\_\_\_\_ Read Important Notice: Applying for Grants in Grants.gov

#### **General Requirements:**

- \_\_\_\_\_ Review "Other Requirements" web page

#### **Scope Requirement:**

- \_\_\_\_\_ The federal amount requested is within the allowable limit.

#### **Eligibility Requirement:**

- \_\_\_\_\_ Eligible entities to serve as fiscal agent include units of state, local governments, non-profit organizations, and federally recognized Indian tribal governments as determined by the Secretary of the Interior
- \_\_\_\_\_ Applicant(s) meet the eligibility requirements listed on the title page.

#### **What an Application Should Include:**

- \_\_\_\_\_ Application for Federal Assistance (SF-424) (see page 18)
- \_\_\_\_\_ \*Project Abstract (see page 18)
- \_\_\_\_\_ \*Program Narrative (see page 19)
- \_\_\_\_\_ \*Budget Detail Worksheet (see page 19)
- \_\_\_\_\_ \*Budget Narrative (see page 19)
- \_\_\_\_\_ Employee Compensation Waiver request and justification (if applicable) (see page 14)
- \_\_\_\_\_ Read OJP policy and guidance on "conference" approval, planning, and reporting available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm) (see page 15)
- \_\_\_\_\_ Disclosure of Lobbying Activities (SF-LLL) (see page 32)
- \_\_\_\_\_ Indirect Cost Rate Agreement (if applicable) (see page 20)
- \_\_\_\_\_ Tribal Authorizing Resolution (if applicable) (see page 21)
- \_\_\_\_\_ Additional Attachments (see page 21)
  - \_\_\_\_\_ Time and Task Plan and Position Descriptions
  - \_\_\_\_\_ Project Timeline
  - \_\_\_\_\_ \*MOUs/Letters of Support
  - \_\_\_\_\_ Research Partner Letter of Participation
  - \_\_\_\_\_ Applicant Disclosure of Pending Applications
  - \_\_\_\_\_ Research and Evaluation Independence and Integrity

\_\_\_\_\_ Accounting System and Financial Capability Questionnaire (if applicable) (see page 24)

\* These elements are the basic minimum requirements for applications. Applications that do not include these elements shall neither proceed to peer review nor receive further consideration by BJA.

**COUNCIL AGENDA: APRIL 15, 2014**

**SUBJECT:** LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND DONALD'S CHILDREN'S AMUSEMENT FOR THE OPERATION OF A TRACKLESS TRAIN

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** Mr. Donald Thulin's proposal to operate a trackless train in City parks was approved by the Parks and Leisure Services Commission and the City Council in August 2012. The train is a golf cart with its speed governed for safety purposes. The seventeen-month license stated that should he intend the license agreement to be extended, he must submit a request at least thirty days prior to the expiration date. Mr. Thulin contacted staff March 20, 2014, inquiring about the steps it would take to renew his license agreement as he had unintentionally let it expire December 31, 2013. His desire is to have a similar license agreement with the term lasting five years. The license does state that the City may terminate the license at its option, thirty days after receipt of written notification of termination.

Mr. Thulin has been prompt in fulfilling his license agreement obligation of paying the City 10% of fees collected, which has resulted in the amount of \$200 over the duration of the agreement. The train would continue to be operated on weekends, holidays, and at special events in Zalud, Murry and Veterans Park. The Parks and Leisure Services Commission on April 3, 2014, recommended a new five year license agreement between the City of Porterville and Donald's Children's Amusement. Mr. Thulin currently possesses a business license with the City of Porterville and has the appropriate liability insurance coverage.

**RECOMMENDATION:** That the City Council approve the License Agreement between the City of Porterville and Donald's Children's Amusement.

**ATTACHMENTS:** License Agreement between the City of Porterville and Donald's Children's Amusement.

23 Director MB Appropriated/Funded

J City Manager

ITEM NO.: 9

**AGREEMENT BETWEEN DONALD'S CHILDREN'S AMUSEMENT  
AND  
CITY OF PORTERVILLE**

This Agreement is made and entered into this \_\_\_\_\_ day of April, 2014, by and between the City of Porterville, hereinafter referred to as "CITY", and Donald Thulin owner and operator of Donald's Children's Amusement, hereinafter referred to as "LICENSEE."

**PURPOSE OF AGREEMENT**

LICENSEE desires to operate its trackless train for the dates herein stated.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**TERMS AND CONDITIONS**

1. The term of this License shall be five years commencing April 16, 2014, through April 16, 2019. The LICENSEE shall be required to submit, and have approved by the Parks and Leisure Services Director, a schedule of operations, and any changes thereto, prior to commencing operations.
2. This License is contingent upon LICENSEE obtaining all permits and licenses required by the CITY and State of California.
3. The License Agreement may be extended for an additional five (5) years, during the same five-year period as specified above, upon the same terms and conditions, at the option of the LICENSEE, provided that LICENSEE provides Notice of Intent to extend at least 30 days prior to expiration of the initial period. LICENSEE shall have no right, via this Agreement, to operation or use of the facilities outside the specified five-year period, unless otherwise given permission by the Parks and Leisure Services Director.
4. The LICENSEE shall, at all times during the term of said License, keep and maintain specified amusement ride open for the convenience of patrons at Murry, Zalud and Veterans Parks at the times specified in the schedule approved by Parks and Leisure Services Director, or at any other time the CITY deems the operation of the attraction necessary for special activities. Failure to operate the attraction during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
5. The LICENSEE shall keep and maintain equipment and grounds at and around said attraction in safe condition and repair, and shall operate its trackless train in a safe manner.
6. The LICENSEE shall coordinate the proposed route of the ride with the Parks and Leisure staff.

7. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License. The termination of this License shall be effective immediately upon written Notice by the City if it pertains to patrons' safety; otherwise 30 days after receipt of written notice of termination.

8. If this Agreement is terminated by the CITY without cause prior to the conclusion of the initial License term, and a similar organization enters into an Agreement with the CITY for similar services, the CITY shall reimburse LICENSEE for the documented start-up expenditures for the remaining months of the contract, based on average monthly income received in prior months of the license period.

9. The LICENSEE shall not assign, transfer or convey this License or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and said consent can be withheld for any reason.

10. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or the parties engaging in joint ventures.

11. The LICENSEE shall pay to the CITY by the 5<sup>th</sup> day of each month a fee of 10% of fees collected in which the attraction is utilized on CITY property.

12. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on, or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE'S expense, liability insurance indemnifying the CITY and the LICENSEE in the sum of one million dollars (\$1,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE'S policy. LICENSEE shall require that the users of its Trackless Train attraction, or the parents or legal guardians if applicable, execute valid waivers and releases of liability concerning users' participation and use of the attraction. Said waivers shall include a notification that the attraction is operated by Donald's Children's Amusement and is not operated or affiliated with the City.

13. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.

14. The LICENSEE shall maintain a City of Porterville Business License during the term of this Concession License.

15. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand.

16. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, without resulting damage to the premises and the LICENSEE hereby acknowledges the premises to be in good condition and repair.

17. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

18. Attorney's Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in the litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF the parties have executed this License Agreement at Porterville, California this \_\_\_\_\_ day of April, 2014.

CITY OF PORTERVILLE

LICENSEE

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By: \_\_\_\_\_  
Donald Thulin

ATTEST:  
John D. Lollis, City Clerk

\_\_\_\_\_  
BY: Patrice Hildreth, Chief Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Julia M. Lew, City Attorney

COUNCIL AGENDA: April 15, 2014

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 34A

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Sam Lessley is the current leaseholder of Lot 34A at the Porterville Municipal Airport. The lease expires on May 31, 2014. We have received a request from Mr. Lessley dated February 4, 2014, to renew his lease for a period of five (5) years with a five (5) year option to extend the lease. The letter further requests that Mr. Lessley's wife, Velma, be removed from the lease. This lot is approximately 2,350 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on June 1, 2014 and expire on May 31, 2019.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Sam Lessley for Lot 34A at the Porterville Municipal Airport.

ATTACHMENT: Locator Map  
Letter from Mr. Lessley requesting renewal  
Lease Agreement

D.D. MB Appropriated/Funded MB C.M. J

Item No. 10



# AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

44A	44B	44C
-----	-----	-----

40	41	42	43
36	37	38	39

45

46A	46B	46C	46D
-----	-----	-----	-----

35



A	B	C	34	D	E	F
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33

32A	B	C
-----	---	---

31C

31A	31B
-----	-----

30B

30A1	30A2	30A3
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47

50

Rec'd 2-5-14

February 4, 2014

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


Re: Airport Lease, 34 A

Attention Janie Rodriguez:

I request that my hangar lease for hangar 34A, Porterville Airport, be extended for five additional years with the option to extend an additional five years at the end of that Lease Agreement.

I also request that my wife, Velma Lessley be removed from the lease due to her passing away on 10/12/12.

Thank You Very Much,

A handwritten signature in cursive script that reads "Sam G. Lessley".

Sam Lessley  
828 W. Grand Ave.  
Porterville, California  
93257

## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of June, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Sam Lessley, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34A at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2019, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful

money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$672.10 annually, or \$56.01 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and

controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or

any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:  
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308



(a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: 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 with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Sam Lessley  
828 W. Grand  
Porterville, CA 93257

To the City: Airport Manager  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either

declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated

and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing

only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By: Sam E. Lessley  
Sam Lessley

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia Lew, City Attorney

COUNCIL AGENDA: April 15, 2014

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 34C

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Gary Mussen is the current leaseholder of Lot 34C at the Porterville Municipal Airport. The lease expires on May 31, 2014. We have received a request from Mr. Mussen dated January 31, 2014, to renew his lease for a period of fifteen (15) years. This lot is approximately 2,350 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on June 1, 2014 and expire on May 31, 2029.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Gary Mussen for Lot 34C at the Porterville Municipal Airport.

ATTACHMENT: Locator Map  
Letter from Mr. Mussen requesting renewal  
Lease Agreement

D.D. MP Appropriated/Funded MP C.M. J

Item No. 11

# AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35



A	B	C	34	D	E	F
---	---	---	----	---	---	---

33

32A

B

C

31C

31A

31B

30B

30A1

30A2

30A3

47

50



Ker'd 2/5/14

Janie Rodriguez  
Accountant  
City Of Porterville  
291 N. Main St.  
Porterville, CA 93257

January 31, 2014

Re: Airport Lease Renewal, Lot 34C

Thank you for your letter regarding the renewal of the lease for my hangar space at Porterville Airport. I would very much like to renew the lease for the appropriate time allowed by the city.

Please present my request to the Porterville City Council at a future council meeting.

Sincerely,

  
Gary Mussen

26095 Rd. 212  
Exeter, CA 93221

240-3524

15 yrs  
no option

## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of June, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Gary Mussen, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34C at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2029, provided Lessee is not in default with respect to any of the conditions or covenants of this lease.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year.

Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$672.10 annually, or \$56.01 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in

common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a

possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and

employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a

fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:  
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire,

affecting the control, operation, regulation, or taking over of said airport.

23. Notices: 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 with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Gary Mussen  
26095 Rd. 212  
Exeter, CA 93221

To the City: Airport Manager  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a



transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of

such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

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34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By: \_\_\_\_\_  
Gary Mussen

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia Lew, City Attorney

COUNCIL AGENDA: April 15, 2014

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 34D

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mrs. Joyce Moody-Flores is the current leaseholder of Lot 34D at the Porterville Municipal Airport. The lease expires on May 31, 2014. We have received a request from Mrs. Moody-Flores dated February 4, 2014, to renew her lease for a period of ten (10) years with a five (5) year option to extend the lease. This lot is approximately 2,350 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on June 1, 2014 and expire on May 31, 2024.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mrs. Joyce Moody-Flores for Lot 34D at the Porterville Municipal Airport.

ATTACHMENT: Locator Map  
Letter from Mrs. Moody-Flores requesting renewal  
Draft Lease Agreement

D.D. MP Appropriated/Funded MP C.M. J

Item No. 12

# AIRPORT LEASE SITES



44A	44B	44C
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40	41	42	43
36	37	38	39

45

46A	46B	46C	46D
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35



A	B	C	34	D	E	F
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33

32A	B	C
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31C

31A

31B

30B

30A1

30A2

30A3

47

50

TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

Rec'd 2/11/14



**Janie Rodriguez**  
Accountant  
(559) 782-7566

January 28, 2014

Mrs. Joyce Moody-Flores  
P.O. Box 1475  
Porterville, CA 93258

Re: Airport Lease, Lot 34D

Dear Mrs. Moody-Flores:

Your Lease Agreement for Lot 34D at Porterville Municipal Airport will expire on May 31, 2014. If you would like to renew your lease, please send me a letter to that effect as soon as possible so that I may obtain the approval of the Porterville City Council at a regularly scheduled meeting.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Janie Rodriguez  
Accountant

10 yrs w/  
5 yr option

cc: Jim McDonald, Airport Mgr.

Feb 4, 2014

Janie, would like to renew lease for  
34D @ Porterville Municipal Airport.  
Same terms as previous lease.  
Thank You  
Joyce A. Moody Flores



## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of June, 2014, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Joyce Moody-Flores, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34D at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2024, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful

money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year.

Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$672.10 annually, or \$56.01 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and

controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or

any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:  
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308

(a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: 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 with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Joyce Moody-Flores  
P.O. Box 1475  
Porterville, CA 93258

To the City: Airport Manager  
City of Porterville  
291 N. Main Street  
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either

declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated



and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing

only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By: \_\_\_\_\_  
Joyce Moody-Flores

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia Lew, City Attorney

COUNCIL AGENDA: April 15, 2014

SUBJECT: RENEWAL OF AIRPORT LEASE AGREEMENT – LOT 34E

SOURCE: FINANCE DEPARTMENT – AIRPORT DIVISION

COMMENT: Mr. Glenn Ricketson is the current leaseholder of Lot 34E at the Porterville Municipal Airport. The lease expires on May 31, 2014. We have received a request from Mr. Ricketson dated March 10, 2014, to renew his lease for a period of ten (10) years with a five (5) year option to extend the lease. This lot is approximately 2,350 square feet in area and will rent for a rate of \$0.286 per square foot with an annual adjustment according to the change in the Consumer Price Index. The Lease will begin on June 1, 2014 and expire on May 31, 2024.

RECOMMENDATION: That City Council approve the Lease Agreement between the City of Porterville and Mr. Glenn Ricketson for Lot 34E at the Porterville Municipal Airport.

ATTACHMENT: Locator Map  
Letter from Mr. Ricketson requesting renewal  
Draft Lease Agreement

D.D. MB Appropriated/Funded MB C.M. J

Item No. 13

# AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

44A 44B 44C

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36	37	38	39

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46A 46B 46C 46D

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33

32A B C

31C

31A 31B

30B


30A1 30A2 30A3

**SUBJECT  
LOCATION**

Rec' 3/10/14

March 10, 2014

This letter supercedes my previous letter regarding my hangar lease for hangar 34E. I am requesting to renew my lease for a five year period with the option to extend that lease for an additional five year period. Thank you.

  
Glenn Ricketson  
(559) 333-6600

10yr w/ 5  
yr option

4/2/14

Janie called Mr. Ricketson  
and he opted for the  
10-yr w/5-yr agreement.

## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

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WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34E at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2014, both parties having executed the same, and shall terminate on May 31, 2024, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Lessee shall have an option to request an extension of the terms hereof for an additional period of five (5) years, by giving written notice thereof to Lessor not less than 120 days prior to expiration of this agreement. Lessor is not obligated to grant any extension but said option shall not be unreasonably withheld.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful



money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.286 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$672.10 annually, or \$56.01 per month, payable in advance.

Beginning January 1, 2015, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and

controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or

any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government:  
This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308

(a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: 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 with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee:            Glenn Ricketson  
                                 81 W. Mulberry Ave.  
                                 Porterville, CA 93257

To the City:              Airport Manager  
                                 City of Porterville  
                                 291 N. Main Street  
                                 Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either

declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated

and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.



30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed of the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing

only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By: \_\_\_\_\_  
Glenn Ricketson

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia Lew, City Attorney

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – COMISION HONORIFICA MEXICANA AMERICANA - GRIMALDI CIRCUS – MAY 16-19, 2014

SOURCE: Finance Department

COMMENT: Comision Honorifica Mexicana Americana and Grimaldi Circus, Inc. are requesting approval to hold a circus from Friday, May 16 through Monday, May 19, 2014, from 4:00 p.m. to 9:00 p.m., at the vacant future ball field area of the Heritage Center, behind Vallarta Market.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Comision Honorifica Mexicana Americana and Grimaldi Circus, Inc., subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

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

D.D. MB Appropriated/Funded MB C.M. J Item No. 14

# 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? NONE E-mail address? NONE Website? NONE  
Application date: 3-31-14 Event date: May-16-THU-19<sup>TH</sup>  
Event time: 4:00pm To 9:30pm  
Name of Event: GRIMALDI CIRCUS  
5244 SMOKE RANCH RD. LAS VEGAS NV. 89108  
Sponsoring organization: Comision Honorifica Phone # 559 719-7527  
Address: P.O. Box 2043  
Authorized representative: Fred Beltran Phone # 559 719-7527  
Address: 24737 Ave 80 Terra Bella Ca. 93270  
Event chairperson: Juan Raul RDZ Phone # 702-523-7547\*  
5244 SMOKE RANCH RD. LAS VEGAS NV. 89108  
Location of event behind Heritage Center

(Location map must be attached)

Type of event: Grimaldi Circus

Non-profit organization status: 501c3

(IRS Determination)

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

Barricades (quantity): \_\_\_\_\_ 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/](http://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

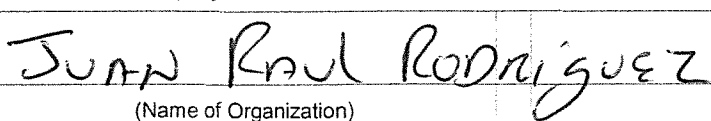
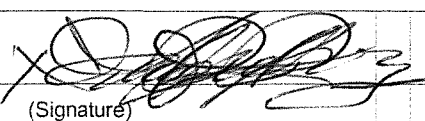
**Health permit:** Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental 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](http://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.

		3-31-14
(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: Heritage Center Event date: 5-16-14 to 5-19-14 Event time: 4:00 pm to 9:30 pm

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
<del>NO VENDORS</del>			

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: Grimolpi Circus

Sponsoring organization: Comision Honorifica

Event date: May -16<sup>TH</sup> / 19<sup>TH</sup> Hours: 4:00pm To 9:30 pm

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

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

NO STREET CLOSURES



REQUIREMENTS FOR COMMUNITY CIVIC EVENT

COMISION HORNIFICA MEXICANA AMERICANA  
AND GRIMALDI CIRCUS.

MAY 16-19, 2014

Finance Director:

*M. Bemis*

Public Works Director:

*B. Rodriguez*

No comments.

Community Development Manager:

*J. Phillips*

Hours of operation must be limited to not later than 9:00 p.m., and the application currently shows 9:30 p.m. Per section 301.21 of the Development Ordinance, we have to ask them to amend the hours. They are adjacent to two different residential districts.

Field Services Manager:

*B. Styles*

No comments.

Fire Chief:

*G. Irish*

Circus will require a fire and life safety inspection by the Fire Department prior to opening to the public, including tent certification, exiting, emergency lighting, fire extinguishers, etc.

Parks and Leisure Services Director:

*D. Moore*

Lot to be left in same condition as upon arrival.

Police Captain:

*D. Haynes*

Please see Proposed Conditions/Requirements in Exhibit B.

Administrative Services Director:

*P. Hildreth*

Please see Exhibit A, page 2.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Comision Hornifica Mexicana Americana  
Event: Grimaldi Circus  
Event Chairman: Jaun Raul Rodriguez  
Location: Vacant Lot on East Olive Avenue  
Date of Event: May 16-19, 2014  
Time of Event: 4:00 p.m. to 9:00 p.m.

### RISK MANAGEMENT: Conditions of Approval

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

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

**CITY OF PORTERVILLE/POLICE DEPARTMENT**  
**Community Civic Event Application**

**Grimaldi Circus/May 16-19, 2014**

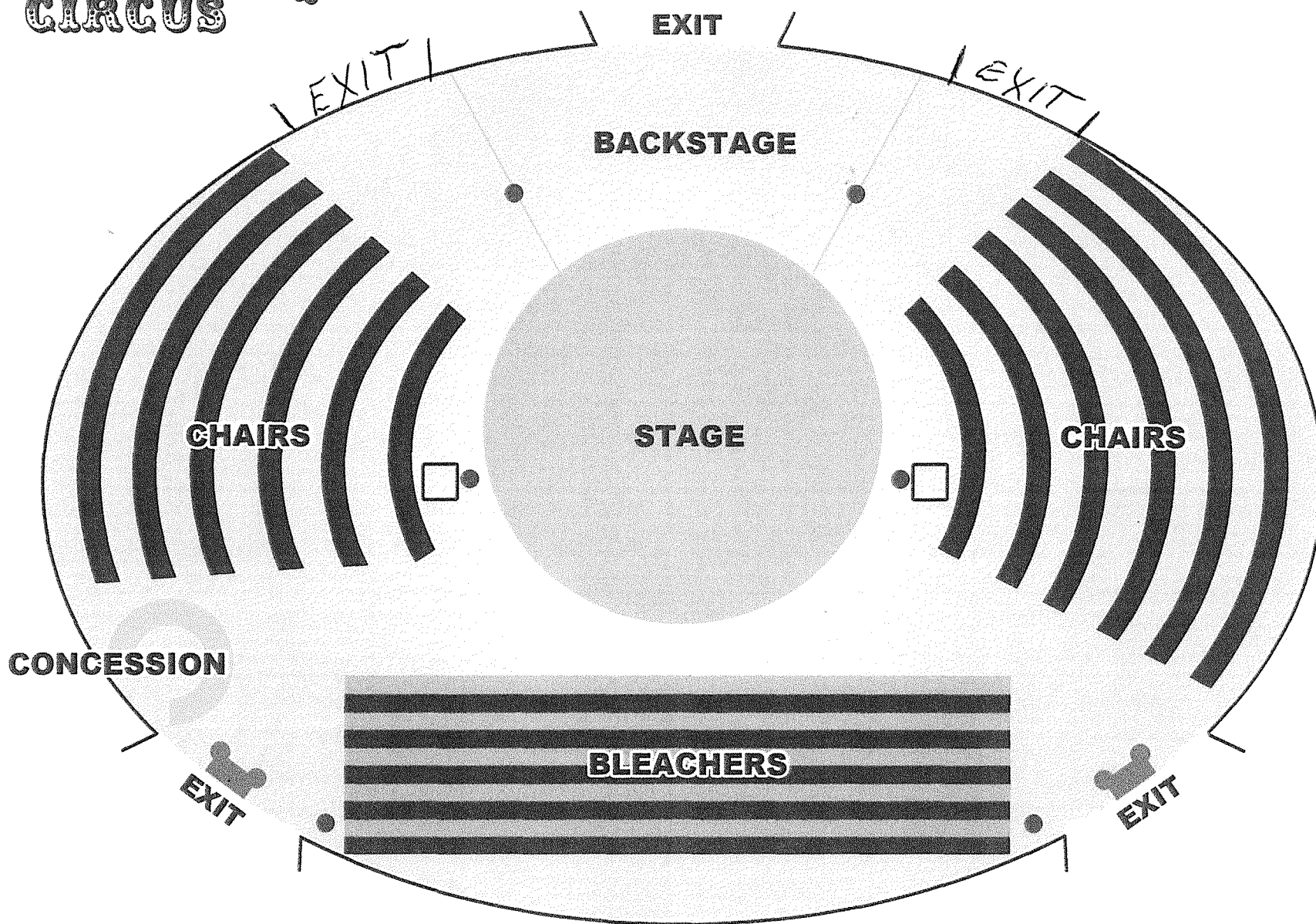
Proposed Conditions/Requirements:

- No possession, sales or consumption of alcohol on the premises.
- Must provide a minimum of two (2) licensed/uniformed security officers to provide interior/exterior security during hours of the event.
- Must provide exterior lighting sufficient to illuminate areas subject to pedestrian/vehicular traffic related to the event during hours of darkness.

Dan Haynes, Captain  
Porterville Police Department

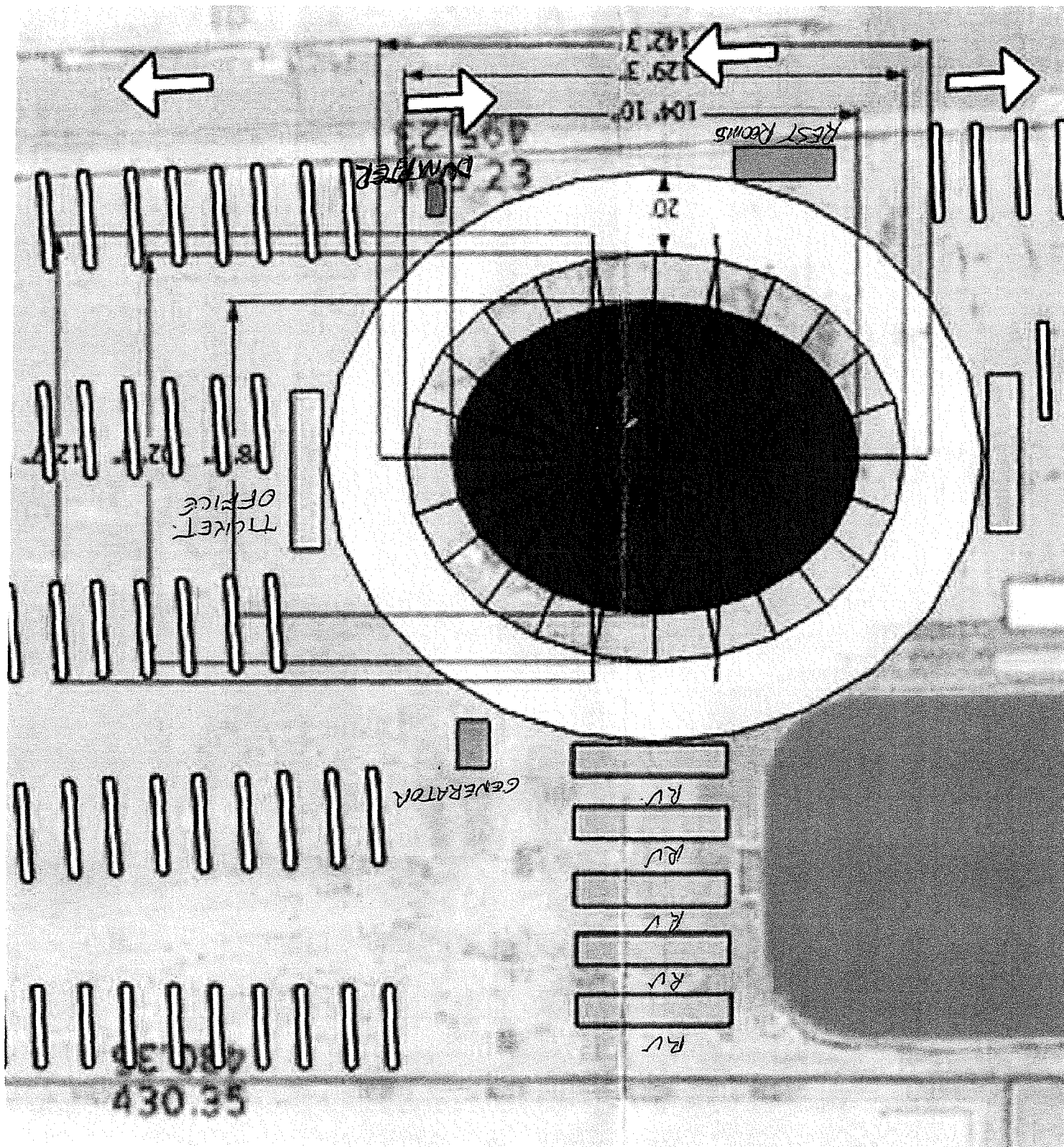
EXHIBIT B

# GRIMALDI CIRCUS



● FIRE EXTINGUISHER

■ EGRESS LIGHT







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: Juan Raul Rodriguez  
5244 Smoke Ranch Rd. Las Vegas NV. 89108
- 2 Address where amplification equipment is to be used: Lot Behind Heritage Center
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Grimaldi Circus  
employees, 5244 Smoke Ranch Rd, Las Vegas, NV.
- 4 Type of event for which amplification equipment will be used: A circus.
- 5 Dates and hours of operation of amplification equipment: May 16<sup>th</sup> Thru May 19<sup>th</sup>  
4:00 pm to 9:30 pm
- 6 A general description of the sound amplifying equipment to be used: Microphone (inside)  
Circus Tent

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

3-31-14  
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

4-2-14  
Date

Microphone inside the Circus Tent

COUNCIL AGENDA: APRIL 15, 2014

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT - BOYS AND GIRLS CLUB OF PORTERVILLE AND NICOS CONCESSIONS – NINE-HOLE FRISBEE GOLF TOURNAMENT – MAY 31, 2014

SOURCE: Finance Department

COMMENT: The Boys & Girls Club of Porterville and Nico's Concessions are requesting approval to hold a nine-hole Frisbee golf tournament at Murry Park on Saturday, May 31, 2014, from 7:00 a.m. to 12:00 p.m.

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

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

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

D.D. MB Appropriated/Funded MB C.M. J

Item No. 15



# CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 3/3/2014 Event date: May 31, 2014  
Event time: 7:00 am - 12:00 pm

Name of Event: Nine Hole Frisbee Golf Tournament

Sponsoring organization: Boys & Girls Clubs Phone # (559) 793-2511

Address: 344 E. Moore Ave

Authorized representative: Mark Keel Phone # (559) 793-2511

Address: \_\_\_\_\_

Event chairperson: Richard Sanchez Phone # (559) 359-4612

Location of event Murray Park 97 W. Park Drive

Porterville CA 93257 (Location map must be attached)

Type of event: Family Frisbee

Non-profit organization status: Fed. ID# 77-0469369

(IRS Determination)

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

Barricades (quantity): 0 Street sweeping Yes 0 No ✓

Police protection Yes 0 No ✓ Refuse pickup Yes 0 No ✓

Other: \_\_\_\_\_

Parks facility application required: Yes ✓ No 0 Attached 0

Assembly permit required: Yes ✓ No 0 Attached 0

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/](http://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

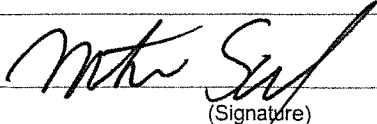
**Health permit:** Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental 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](http://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.

Boys & Girls Club		3/3/14
(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: 47 N. Park Drive Event date: May 31, 2014 Event time: 7:00 am

[illegible]

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

Sponsoring organization: Boys & Girls Club

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

[illegible]

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

BOYS & GIRLS CLUB OF PORTERVILLE  
NICO'S CONCESSIONS

MAY 31, 2014

Finance Director:  
*M. Bemis*

Public Works Director:  
*B. Rodriguez*

Community Development Manager:  
*J. Phillips*

Field Services Manager:  
*B. Styles*

No comments.

Fire Chief:  
*G. Irish*

No comment.

Parks and Leisure Services Director:  
*D. Moore*

Hole locations need to take into consideration of the parties reserved at pavilions #1 and #2. Be respectful to the public using the park. Vehicles to remain on road and in parking spaces at all times.

Police Captain:  
*D. Haynes*

No conditions.

Administrative Services Director:  
*P. Hildreth*

Risk Management has no other comments other than the standard insurance requirements. Please see Exhibit A, page 2.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

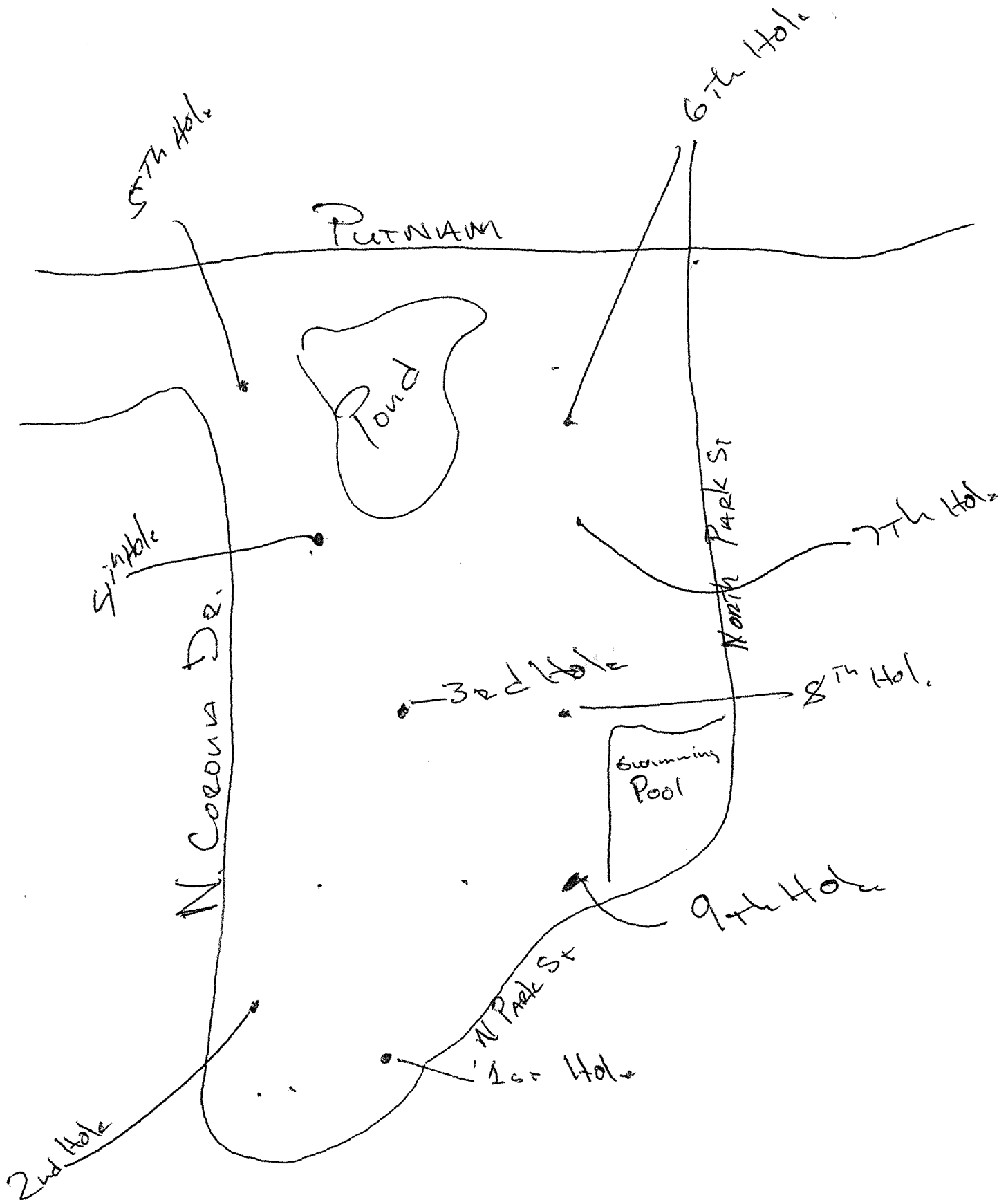
Sponsor: Boys & Girls Club of Porterville  
Event: Nine Hole Frisbee Golf Tournament  
Event Chairman: Richard Sanchez, Nico's Concessions  
Location: Murry Park  
Date of Event: May 31, 2014  
Time of Event: 7:00 am to 12:00 pm

### RISK MANAGEMENT: Conditions of Approval

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

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

# Murray Park



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: Richard Sanchez 524 N. Belmont  
St Porterville, Ca 93257
- 2 Address where amplification equipment is to be used: 524 N. Belmont St
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Richard Sanchez  
524 N. Belmont St Porterville, Ca 93257
- 4 Type of event for which amplification equipment will be used: Frederick 6th
- 5 Dates and hours of operation of amplification equipment: May 31, 2014 7:00am - 12:00pm (noon)
- 6 A general description of the sound amplifying equipment to be used: P.A. System

Section 18-9

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

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

(Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall 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.

Richard Sanchez  
Signature of Applicant

3/3/14  
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

4-2-14  
Date





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MV

DATE (MM/DD/YYYY)

05/01/13

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).

<b>PRODUCER</b> Walter Clark South 484 N. Prospect, Ste. A Porterville, CA 93257 Jeanette Beardsley		<b>Phone:</b> 559-781-3466 <b>Fax:</b> 559-781-4956	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: NICOS-1</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Nico's Richard Sanchez 524 N Belmont Porterville, CA 93257		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Scottsdale Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CSP1680386	04/22/13	04/22/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF PORTERVILLE</b> 291 N Main St PORTERVILLE, CA 93258	<b>CITY OF PORTERVILLE</b> 291 N Main St PORTERVILLE, CA 93258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Susan Lane</i>

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POLICY NUMBER: CPS1680386

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF PORTERVILLE 124 N. MAIN PORTERVILLE, CA 93257
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SUBJECT: APPROVAL FOR COMMUNITY CIVIC EVENT – GREATER PORTERVILLE SENIOR COUNCIL AND ROLLIN' RELICS CAR CLUB - ROLLIN' RELICS CAR SHOW – MAY 3, 2014

SOURCE: Finance Department

COMMENT: Greater Porterville Senior Council and the Rollin' Relics Car Club are requesting approval to hold a car show on Saturday, May 3, 2014, from 9:00 a.m. to 3:00 p.m., in the northern section of Veterans Park. The Rollin' Relics Car Club is asking for the ability to park cars along with vendor booths, on the grassy area between the playground at Newcomb Street and Henderson Avenue.

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

RECOMMENDATION: That the Council approve the attached Community Civic Event Application and Agreement submitted by the Greater Porterville Senior Council and the Rollin' Relics Car Club, subject to the stated requirements contained in the Application, Agreement and Exhibit A and Exhibit B.

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

DD MP Appropriated/Funded MP C.M. J

Item No. 16

# 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: 4/3/14 Event date: May 3, 2014  
Event time: 9:00 - 3:00 PM  
Name of Event: Rollin Relics Car Show

Sponsoring organization: Porterville Senior Council - Rollin Relics Car Club Phone # 781-1631  
Address: 1075 W Robby Ave  
Authorized representative: Same as above Phone #  
Address:  
Event chairperson: Rusty Jones Phone # 359-2761

Location of event Veterans Park - Porterville  
(Location map must be attached)

Type of event: Car Show

Non-profit organization status: 501(c)(3)  
(IRS Determination)

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

Barricades (quantity): \_\_\_\_\_ 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/](http://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](http://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.

Rollin Reines Civic Club  
P'ville Sr. Council

(Name of Organization)



(Signature)

4/3/14

(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: Veterans Park - Pville Event date: 5/3/14 Event time: 9-3pm

[illegible]

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

Event date: 5/3/14 Hours: 9-3 pm

[illegible]

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

GREATER PORTERVILLE SENIOR COUNCIL  
AND ROLLIN' RELICS CAR CLUB

ROLLIN' RELICS CAR SHOW

MAY 3, 2014

Finance Director:  
*M. Bemis*

Public Works Director: No comments.  
*B. Rodriguez*

Community Development Director: No comments.  
*B. Dunlap*

Field Services Manager: No comments.  
*B. Styles*

Fire Chief: No comment.  
*G. Irish*

Parks and Leisure Services Director: Be cognizant of sprinkler heads and other  
*D. Moore* appurtenances in the park while driving on the  
grass. Vehicles should use park trail as much  
as possible while driving in and out of park.

Police Captain: Please see Conditions/Requirements in  
*D. Haynes* Exhibit B.

Administrative Services Manager: Risk Management has no comments/  
*P. Hildreth* requirements other than the standard  
insurance requirements. Please see Exhibit A,  
page 2.



## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Greater Porterville Senior Council  
Event: Rollin' Relics Car Show  
Event Chairman: Rusty James  
Location: Veterans' Park  
Date of Event: May 3, 2014

### RISK MANAGEMENT: Conditions of Approval

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

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

## CITY OF PORTERVILLE

### APPLICATION FOR COMMUNITY CIVIC EVENT

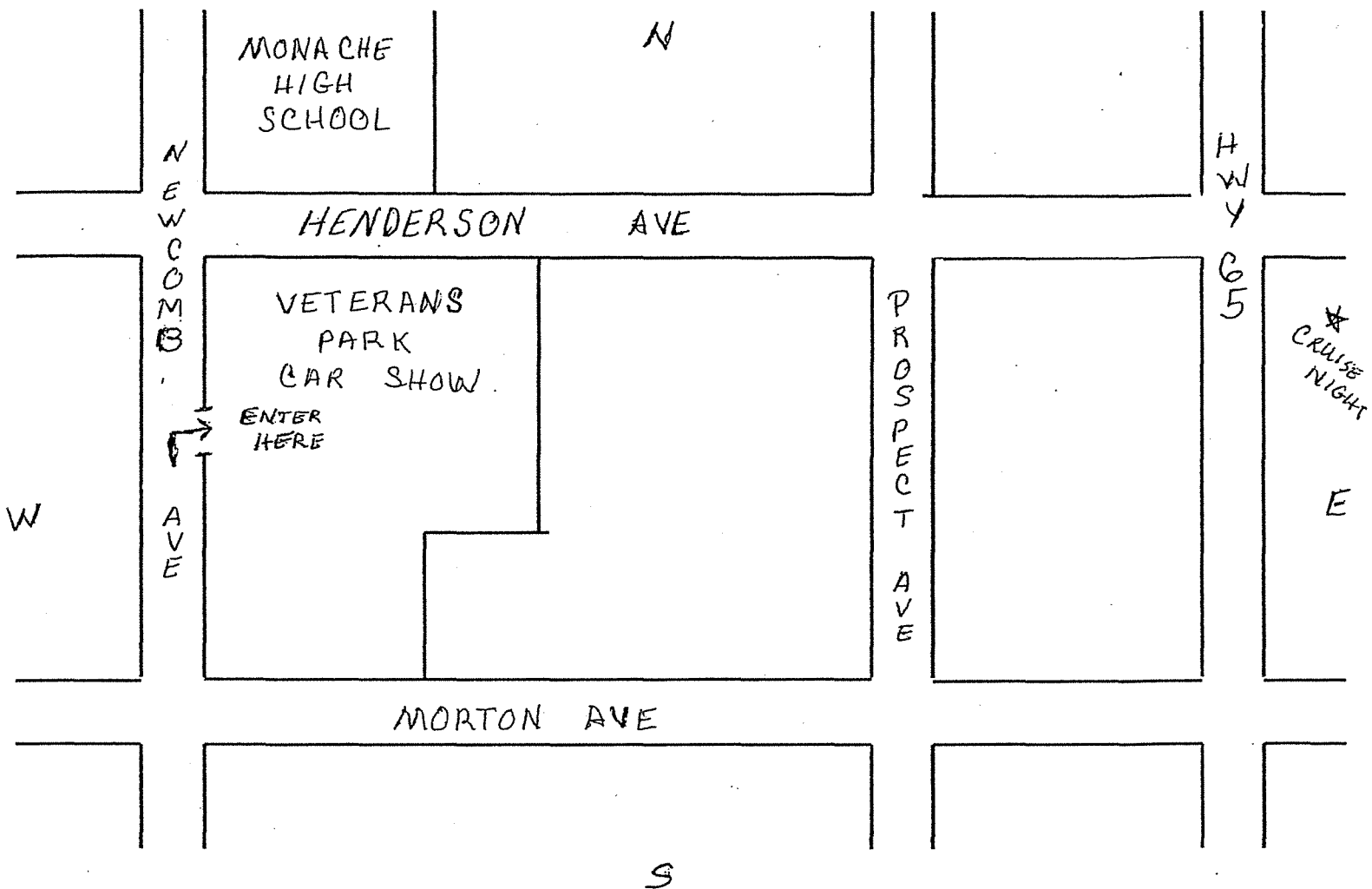
**Proposed Event:**

Rolling Relics Car Show, May 3, 2014

**Staff Comments:** Conditions/Requirements by Police Department

- No street closures have been requested or approved. All street closures require City Council approval well in advance of the event.
- No procession has been mentioned, but participants in any procession on city roadways must comply with all traffic laws and rules of the road. Additionally, they shall not impede vehicular or pedestrian traffic or generally interfere with the normal flow of traffic.
- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Amplified music or sound shall not continue beyond 9:00 p.m..
- Event organizers shall contact Porterville Police Sergeant R. Carrillo well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Sergeant Carrillo can be contacted at 559-782-7400.

Dan Haynes / Captain  
Porterville Police Department



Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Vehicle Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Motorcycle: \_\_\_\_\_ Stock \_\_\_\_\_ Custom \_\_\_\_\_  
Club Affiliation: \_\_\_\_\_  
Shirt Size: S \_\_\_\_\_ M \_\_\_\_\_ L \_\_\_\_\_ XL \_\_\_\_\_ 2XL \_\_\_\_\_ 3XL \_\_\_\_\_  
Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Make checks payable to: Rollin' Relics Car Show  
1454 W. Thurman Ave Porterville, CA 93257

Liability: In consideration of the acceptance of the right to participate and by execution of this entry form, entrants & participants, release and discharge the sponsors of any and all damages, injuries & or loss.

For more information call Don Howard (559) 781-0726  
or John Dillon (559) 784-8561.

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 Bader  
555 Brandy Way Porterville 93257
- 2 Address where amplification equipment is to be used: Veterans Park - Pville  
Newcomb + Henderson
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Don Bader  
Same as above
- 4 Type of event for which amplification equipment will be used: P.A. System
- 5 Dates and hours of operation of amplification equipment: May 3, 2014 - 9-3pm
- 6 A general description of the sound amplifying equipment to be used: Mike + 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 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.

Donald Bader  
Signature of Applicant

3-20-14  
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

4-2-14  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2014

## PRODUCER CERTIFICATE LIABILITY (SIMPLIFIED)

Hagerty Insurance Agency, LLC  
141 Rivers Edge Dr  
Traverse City, MI 49684

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).

## INSURERS AFFORDING COVERAGE

NAIC #

Contact Name:

Phone (A/C, NO, EXT):

Fax (A/C, No)

Email Address:

## INSURED

Rollin' Relics Car Club  
C/O Don Bader  
555 Brandy Way  
Porterville, CA 93257

INSURER A: Markel

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A		<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	3602SS386871-1	3/13/2014	3/13/2015	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000		\$
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		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY:</td><td>EA ACC \$</td></tr><tr><td></td><td>AGG \$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY:	EA ACC \$		AGG \$								
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		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$				
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	\$																			
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td><td>\$</td></tr><tr><td>E.L EACH ACCIDENT</td><td></td><td>\$</td></tr><tr><td>E.L DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr><tr><td>E.L DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	\$	E.L EACH ACCIDENT		\$	E.L DISEASE - EA EMPLOYEE		\$	E.L DISEASE - POLICY LIMIT		\$		
WC STATU-TORY LIMITS	OTH-ER	\$																		
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E.L DISEASE - EA EMPLOYEE		\$																		
E.L DISEASE - POLICY LIMIT		\$																		
A		OTHER ADDITIONAL INSURED-MANAGER OR LESSOR OF PREMISES	3602SS386871-1	3/13/2014	3/13/2015	FORM CG20120509														

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

Effective 03/21/2014 Include as additional insured: Certificate Holder (CG2011) but only with respects to the named insured's actions and / or negligence with regards to the Rollin Relics Car Club Car Show to be held at Veterans Park on 05/03/2014.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SUBJECT:** APPROVAL FOR COMMUNITY CIVIC EVENT - COMISION HONORIFICA MEXICANA-AMERICANA, INC. - CINCO DE MAYO PARADE AND FIESTA – MAY 3-4, 2014

**SOURCE:** Finance Department

**COMMENT:** The Comision Honorifica Mexicana-Americana, Inc. is requesting approval to hold their annual Cinco de Mayo Parade on Saturday, May 3, 2014, along Main Street from 7:00 a.m. to 1:00 p.m. A Cinco de Mayo Fiesta is scheduled for Sunday, May 4, 2014, from 12:00 p.m. to 7:00 p.m. at Veterans Park with entertainment, food and information booths. The following street closures are requested for the parade:

**PARADE ROUTE:**

- Main Street from Morton Avenue to Vine Avenue;
- Harrison Avenue, Thurman Avenue, Cleveland Street, Putnam Avenue, Mill Avenue, Oak Avenue, and Garden Avenue between the East Alley and West Alley;
- Second Street from Olive Avenue to Garden Avenue;
- Olive Avenue from Hockett Avenue to Third Street.

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

**RECOMMENDATION:** That the Council approve the Community Civic Event Application and Agreement from the Comision Honorifica Mexicana-Americana, Inc., subject to the restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

**ATTACHMENT:** Community Civic Event Application and Agreement, Street Closure Request, Vendor List, Exhibit A, Exhibit B Map, Outside Amplifier Permit and Certificate of Insurance.

DD MB Appropriated/Funded MB CM J

Item No. 17

# 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: 4-2-2014 Event date: 5-3 and 5-4-2014  
Event time: Parade 7am-1pm  
Fiesta 12pm-7pm  
Name of Event: Cinco de Mayo Parade and Fiesta

Sponsoring organization: Comision Honorifica Phone # 719-7527  
Address: P.O. Box 2043  
Authorized representative: Fred Beltran Phone # 719-7527  
Address: 24737 Ave 80 Terra Bella Ca. 93270  
Event chairperson: Teresa dela Rosa Phone # 784-1214

Location of event Main St. Porterville and Veterans Park  
(Location map must be attached)

Type of event: Parade and Fiesta - Parade on Sat, Fiesta  
on Sunday @ Veterans Park, w/ MUSIC, Kid rides  
Non-profit organization status: 501 c-3

(IRS Determination)

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

Barricades (quantity): 50 Street sweeping Yes X No       
Police protection Yes X No      Refuse pickup Yes X No       
Other: C.O.P. sponsorship

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

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

Appr. Deny

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



# CITY OF PORTERVILLE

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

### ***What constitutes a Community Civic Event?***

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

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

*FB*

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.**

*FB*

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](http://www.tularehhsa.org).

*FB*

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.

*FB*

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.

Comision Honorifica Mex. Am.

(Name of Organization)

*Isabel Beeth*

(Signature)

4/3/14

(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: Veterans Park Event date: 5-4-2014 Event time: 1-7 pm

[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: Cinco de Mayo Parade

Sponsoring organization: Comision Honorifica Mex. Am.

Event date: 5/3/14 Hours: 7:00 am to 1:00 pm

**ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:**

## Closed

Street Name	From	To	Activity
Main St	Morton Ave	Vine Ave	Parade
Second St.	Olive Ave	Garden Ave	Parade
Olive Ave	Hockett St.	Third St	
Harrison	W. Alley	E. Alley	
Thurman	"	"	
Cleveland	"	"	
Putnam	Hockett E. Alley	"	
OAK	"	"	
Mill	"	"	
Garden	"	"	
Sidewalks	From	To	Activity
Parking lots and spaces	Location		Activity

REQUIREMENTS FOR COMMUNITY CIVIC EVENT  
COMISION HONORIFICA MEXICANA-AMERICANA, INC.

CINCO DE MAYO PARADE AND FIESTA

MAY 3- 4, 2014

Finance Director:

*M. Bemis*

Public Works Director:

*B. Rodriguez*

Community Development Manager:

*J. Phillips*

No comments.

Field Services Manager:

*B. Styles*

City staff will provide barricades, street closures, and cleanup after the parade.

Fire Chief:

*G. Irish*

No comments.

Director of Parks & Leisure Services:

*D. Moore*

Please keep public out of Main St. planters. Vehicles to use access road for loading/unloading in park. No vehicles allowed to park on the grass.

Police Captain:

*D. Haynes*

Please see proposed conditions/requirements on Exhibit B.

Administrative Services Director:

*P. Hildreth*

See attached Exhibit A, page 2.

## REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Comision Honorifica Mexicana-Americana, Inc.  
Event: Cinco de Mayo Festivities  
Event Chairman: Fred Beltran  
Location: Parade - Main Street from Morton Avenue to Olive Avenue including the closure of select cross-streets and parallel streets.  
Date of Event: May 3, 2014 and May 4, 2014

### RISK MANAGEMENT: Conditions of Approval

1. The use of sidewalks for any purpose other than to allow for the free-flow of pedestrian traffic is prohibited within a ten (10) ft. radius of all walk-up Automated Teller Machines (ATM), and the minimum clear sidewalk width for pedestrian traffic at all other locations is five (5) feet.
2. That the Comision Honorifica Mexicana-Americana, Inc., provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the 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**  
**Community Civic Event Application**

**CINCO DE MAYO PARADE/CELEBRATION – MAY 3 & 4, 2014**

Proposed Conditions/Requirements/Parade 5-3-14:

- City Council approval is required for all street closures.
- Ensure highly visible and adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Cinco de Mayo Planning 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 (pursuant to City Ordinance)
- Food vendors should be situated where they do not block the sidewalk.
- Throwing candy or any substances/objects 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.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- At the conclusion of the event, all barricades shall be promptly removed and equipment shall be cleared so as to avoid interfering with vehicular or pedestrian travel.
- Event organizers shall contact Sergeant Rick Carrillo (Porterville Police Department) no less than 30 days prior to the event in order to coordinate parade route postings and necessary police involvement. Sergeant Carrillo can be contacted at 559-782-7408/559-782-7400.

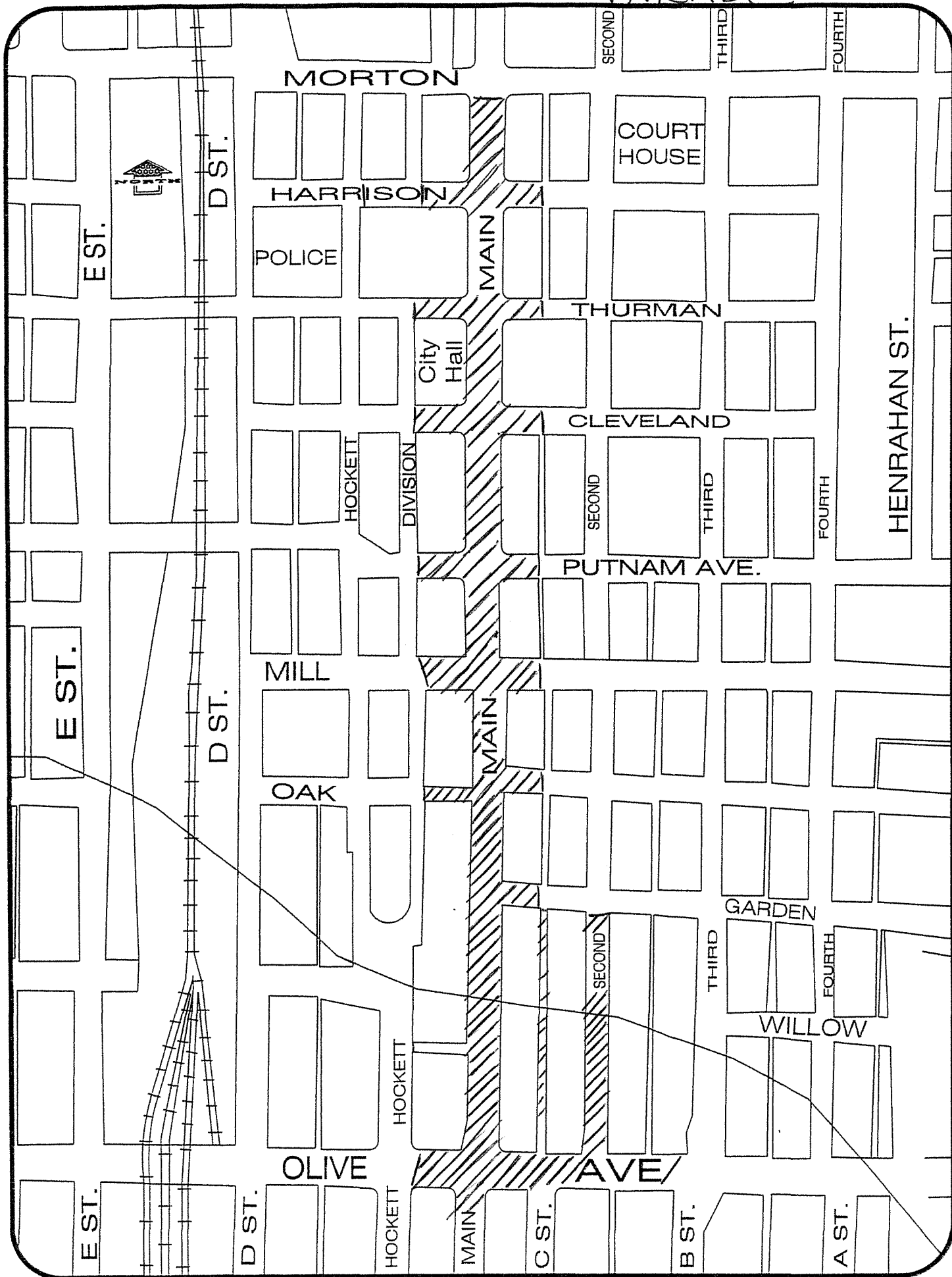
Proposed Conditions/Requirements/Celebration 5-4-14:

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Consumption of alcohol by participants, attendees, organizers at the event is strictly prohibited.

- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.
- Event organizers shall contact Sergeant Rick Carrillo (Porterville Police Department) no less than 30 days prior to the event in order to coordinate police involvement. Sergeant Carrillo can be contacted at 559-782-7408/559-782-7400.

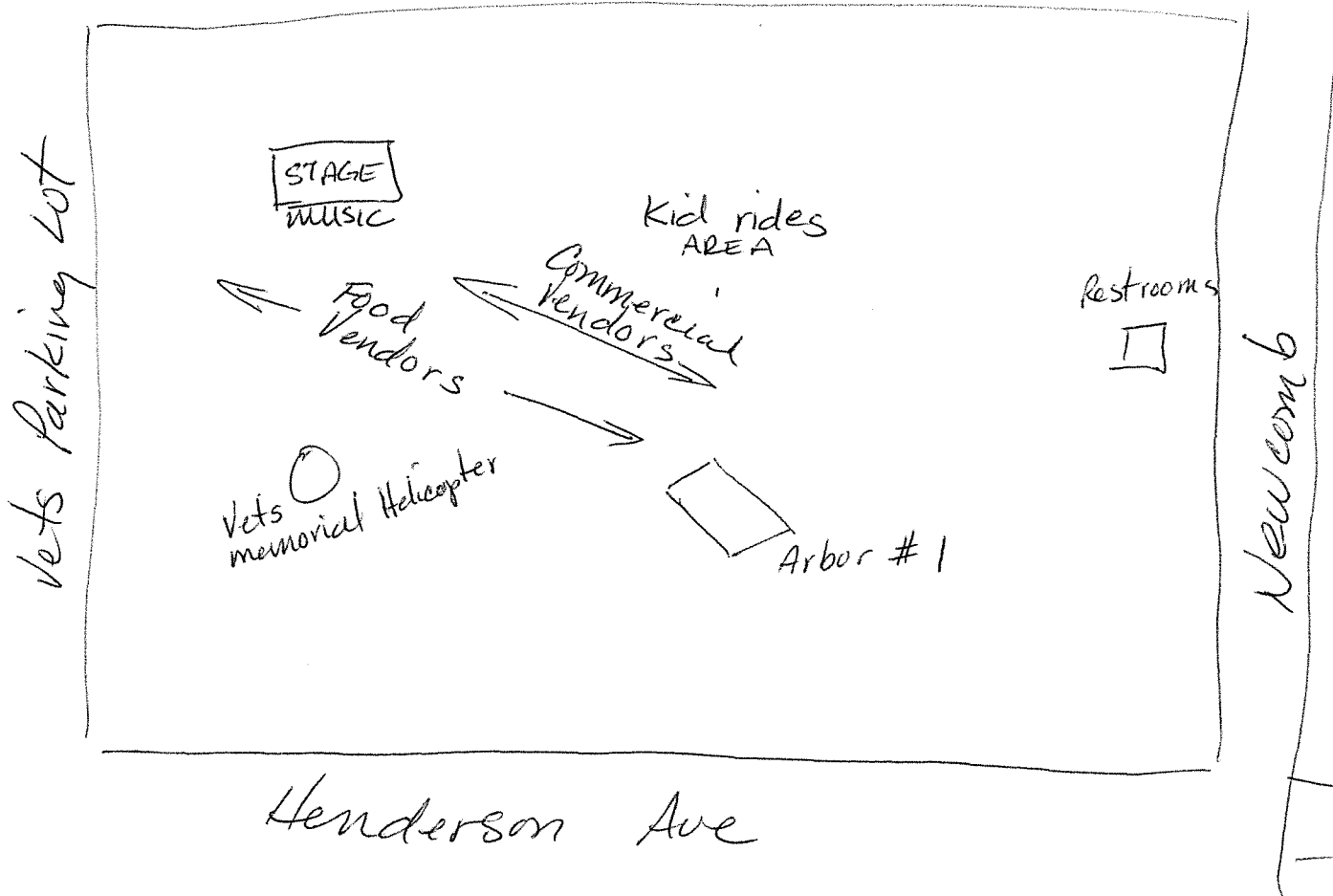
Dan Haynes, Captain  
Porterville Police Department  
(559) 782-7565

PARADE





Fiesta on 5/4/14



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: Fred Beltran  
24737 Ave 80 Terra Bella Ca. 93270
- 2 Address where amplification equipment is to be used: Downtown Porterville and Veterans Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Aztecamerica T.V.  
Fresno, CA
- 4 Type of event for which amplification equipment will be used: Parade and Fiesta
- 5 Dates and hours of operation of amplification equipment: 5/3/14 @ Parade 7AM-1 PM  
5/4/14 @ Vets Park 12PM-7 PM
- 6 A general description of the sound amplifying equipment to be used: Microphone, Speakers  
PA System

Section 18-9

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

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.

Fred Beltran  
Signature of Applicant

4/3/14  
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

4-4-14  
Date



COMIS-1

OP ID: MH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2014

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).

<b>PRODUCER</b> Turner & Associates P.O. Box 757 Lindsay, CA 93247 House account	<b>CONTACT NAME:</b> House account	
	<b>PHONE (A/C, No, Ext):</b> 559-562-2527	<b>FAX (A/C, No):</b> 559-562-2273
<b>INSURED</b> Comision Honorifica P.O. Box 2043 Porterville, CA 93258	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Nonprofits Insurance Alliance</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2014-10594-NPO	02/22/2014	02/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As respects to the Cinco De Mayo Parade been held on May 3, 2014 & Fiesta helled on May 4, 2014.

Certificate holder is name as additional insured per the attached form CG2026 7/04.

## CERTIFICATE HOLDER

## CANCELLATION

City of Porterville Redevelopment Agency Attn: Anita 291 N. Main St. 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 House account <i>Mayra Hernandez</i>

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations. →

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

COUNCIL AGENDA: April 15, 2014

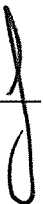
SUBJECT: TRAVEL TO WASHINGTON D.C. FOR TULARE COUNTY ASSOCIATION OF GOVERNMENTS (TCAG) "ONE VOICE TRIP"; APRIL 28 – MAY 1, 2014

SOURCE: Administration

COMMENT: Representatives of the Tulare County Association of Governments (TCAG) are making preparations for travel as part of its annual "One Voice Trip" to Washington D.C., scheduled for Monday, April 28<sup>th</sup> through Thursday, May 1<sup>st</sup>. As the City's designated TCAG representatives, both Mayor Hamilton (Alternate Member) and Council Member Gurrola (Member) are planning to join the delegation, with TCAG providing for hotel accommodations on Monday through Wednesday night, as well as an airfare reimbursement of \$740 for each. The City would be responsible for providing meal per diems and any parking/subway/taxi reimbursements for the travel dates at a total estimated cost of \$950, which would be charged to the Council Members expense budgets. Although TCAG will not compensate for the travel, it has been recommended that the City Manager also travel with the Council Members in support of the delegation, at an estimated cost of \$1,900 to the City.

TCAG is planning for the City's representatives to play a significant role in the "One Voice Trip", as advocating for continued (and additional) Federal bridge funding is a centerpiece of TCAG's agenda for the trip. With the widening of the Plano Street bridge currently under construction, the widening of the Jaye Street bridge being planned for construction in the 2015/16 fiscal year, new bridges over the Tule River planned for both Indiana and Newcomb Streets, as well as additional improvement/widening projects planned for several bridges over the Porter Slough, the City of Porterville is significantly impacted by the future of Federal funding for bridge projects.

RECOMMENDATION: Authorize the travel of Mayor Hamilton, Council Member Gurrola and the City Manager to Washington D.C. as part of the TCAG "One Voice Trip", and authorize the expenditure of City monies in support of the trip.

Dir. 

Appropriated/Funded 

C/M 

Item No. 18

CITY COUNCIL AGENDA – APRIL 15, 2014

SUBJECT: REQUEST FOR PROCLAMATION – ARBOR DAY – APRIL 25, 2014

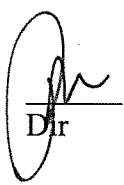
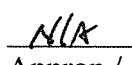
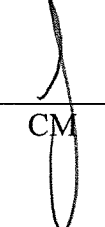
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Parks and Leisure Services Department has requested that the Council consider approval of a proclamation to recognize April 25, 2014, as Arbor Day. Vice Mayor Ward is sponsoring this proclamation request. If approved, the proclamation will be presented at the City's tree planting event on April 25, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim April 25, 2014, as Arbor Day.

ATTACHMENTS: 1. Request for Proclamation

 Dir	 Approp./ Funded	 CM
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Item No. 19



City of Porterville  
REQUEST FOR PROCLAMATION



Date of Request: 4/3/14  
Name of Event/Individual: Arbor Day  
i.e. "Porterville Tourism Week", "Mr. John Doe"  
Name of Sponsoring Organization: City of Porterville  
Name of Contact Person: Donnie Moore  
Address: 291 N. Main Street  
Phone: 782-7536 FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

Date(s) of Event: April 25, 2014 presented at Event

Date of Council Meeting to be presented, if applicable: \_\_\_\_\_  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

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 require a sponsorship by a member of the Council prior to being 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: 4/3/14 Sponsored by: Ward Date: 4/3/14  
Approved by Council: yes ☐ no ☐ Date: \_\_\_\_\_  
Notification to Contact person done (date): \_\_\_\_\_ in writing ☐ by phone ☐  
Items (s) ☐ mailed \_\_\_\_\_ ☐ faxed \_\_\_\_\_ ☐ picked up \_\_\_\_\_  
Comment: \_\_\_\_\_

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. That day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: Trees in our cities and towns help clean the air, conserve soil and water, moderate temperature and bring nature into our daily lives, and the Tree City USA designation recognizes the work of elected officials, staff and citizens who plant and care for the community forest; and

WHEREAS: The City of Porterville has been named a Tree City USA community by the National Arbor Day Foundation for the 21<sup>ST</sup> year in a row to honor its commitment to community forestry, now with over 14,000 City street trees within Porterville's 14.8 square miles.

NOW, THEREFORE, I, Cameron J. Hamilton, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim April 25, 2014, as—

**"ARBOR DAY"**

in the City of Porterville, and urge all citizens to support efforts to care for our trees in the urban forest and to support our City's community forestry program. I further urge all citizens to participate in the Community Tree Planting to be held to commemorate this day.

PROCLAIMED this 25<sup>th</sup> day of April, 2014.



CITY COUNCIL AGENDA – APRIL 15, 2014

SUBJECT: REQUEST FOR PROCLAMATION – MDA & FIREFIGHTER MONTH – MAY 2014

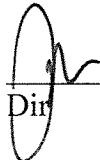
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

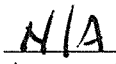
COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

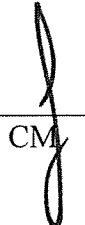
Porterville Firefighters and the MDA have requested that the Council consider approval of a proclamation to recognize May 2014 as MDA & Firefighter Month in the City of Porterville. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council Meeting of May 6, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim May 2014 as MDA & Firefighter Month in the City of Porterville.

ATTACHMENTS: Request for Proclamation

  
Dir

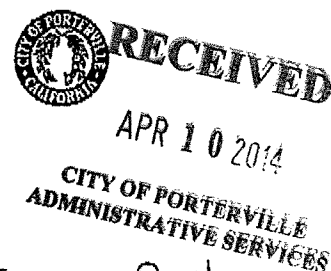
  
Approp./  
Funded

  
CM

Item No. 20



City of Porterville  
REQUEST FOR PROCLAMATION



Date of Request: 4-10-14

Name of Event/Individual: Porterville Firefighters L 2169 Fill the Boot  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Muscular Dystrophy Association

Name of Contact Person: Carrie Danny

Address: 1943 N. Gateway #101, Fresno CA 93727

Phone: 559-453-9822 FAX: 559-453-9829

E-mail: cdanny@mdausa.org

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

Date(s) of Event: May 2nd & May 17th, 2014

Date of Council Meeting to be presented, if applicable: May 6, 2014  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Carrie Danny (MDA) & Cody Clem (Fire Dept.)

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 require a sponsorship by a member of the Council prior to being 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: \_\_\_\_\_ Sponsored by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Council: yes ☐ no ☐ Date: \_\_\_\_\_

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

Items (s) ☐ mailed \_\_\_\_\_ ☐ faxed \_\_\_\_\_ ☐ picked up \_\_\_\_\_

Comment: \_\_\_\_\_

**CITY OF PORTERVILLE**  
***Proclamation***

Muscular Dystrophy refers to a group of more than 40 muscle diseases that cause weakness and muscle wasting. Two of the most common forms are Duchenne Muscular Dystrophy, a disease found in children that progresses slowly, with survival rare beyond their late twenties; and Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease), a disorder that progresses rapidly in adults, with average survival of just four years after being diagnosed.

The Muscular Dystrophy Association (MDA) is a dedicated partnership of scientists and citizens aimed at conquering muscle diseases. MDA is the world leader in neuromuscular disease research, with seventy seven percent of every dollar raised funding research, patient care and education.

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters serve and protect residents of Porterville every day; and

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters have become a symbol of pride, honor and strength; and

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters unselfishly donate their time and energy to join MDA in the fight against muscular dystrophy, and

WHEREAS, Fire Fighters across the nation are the largest contributor to the Muscular Dystrophy Association and in 2014 are celebrating the 60 year anniversary of Fill-the-Boot. All donations will remain local to provide medical and social services to hundreds of local adults and children with living with muscle diseases and fund research to find cures; and

WHEREAS, in 2013, the IAFF Local #2169 - Porterville Fire Fighters hit the streets for MDA's Fill-the-Boot campaign and raised over \$24,000!

NOW THEREFORE ,

I, Cameron Hamilton, Mayor of the City of Porterville, do hereby proclaim May as

**“MDA & FIRE FIGHTER MONTH”**

in the city of Porterville and urge all citizens to support the Porterville Fire Department and the local chapter of the Muscular Dystrophy Association by making a donation to Fill-the Boot May 2<sup>nd</sup> and May 17<sup>th</sup>!

CITY COUNCIL AGENDA – APRIL 15, 2014

SUBJECT: REQUEST FOR PROCLAMATION – PORTERVILLE BIKE MONTH–  
MAY 2014

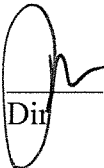
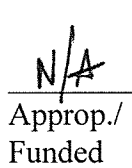
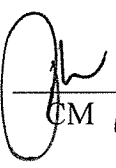
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Porterville Police Department and Parks and Leisure Services Department have requested that the Council consider approval of a proclamation to recognize May 2014 as Porterville Bike Month in the City of Porterville. Council Member Gurrola is sponsoring this proclamation request. If approved, the proclamation will be presented at the Bike Rodeo Event on May 10, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim May 2014 as Porterville Bike Month in the City of Porterville.

ATTACHMENTS: 1. Request for Proclamation

 Dir  
 N/A  
Approp./  
Funded  
 CM ACTING

Item No. 21



City of Porterville  
**REQUEST FOR PROCLAMATION**

Date of Request: 3/19/2014

Name of Event/Individual: Porterville Bike Month (May 2014)  
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville PD; P&LS Dept.

Name of Contact Person: Rick Carrillo

Address: 350 N. D Street

Phone: 789-4469 FAX: \_\_\_\_\_

E-mail: rcarrillo@ci.porterville.ca.us

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

Date(s) of Event: May 2014

Date of Council Meeting to be presented, if applicable: Bike Rodeo Event 5/10/14  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

N/A

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 require a sponsorship by a member of the Council prior to being 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: 324-14 Sponsored by: Gurrola Date: 4/10/14

Approved by Council: yes ☐ no ☐ Date: \_\_\_\_\_

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

Items (s) ☐ mailed \_\_\_\_\_ ☐ faxed \_\_\_\_\_ ☐ picked up \_\_\_\_\_

Comment: \_\_\_\_\_

WHEREAS: For more than a century the bicycle has been an utilitarian, economical, environmentally sound and effective means of personal transportation, recreation and fitness; and

WHEREAS: The City of Porterville, California as a "Share the Road" city recognizes bicyclists as a legitimate roadway user and therefore are entitled to legal and responsible use of all public roadway facilities in Porterville; and

WHEREAS: The City of Porterville, California encourages the increased use of the bicycle, benefiting all citizens of Porterville by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and

WHEREAS: The City of Porterville, California recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the development of bicycle facilities in the vision for revitalizing Porterville; and

WHEREAS: The League of American Bicyclists has established May as National Bicycle Month, the California Association of Bicycling has established May as California Bicycle Month; and

WHEREAS: The Porterville Police Department, the Parks and Leisure Department, the Transit Division, the Tulare County Association of Governments, the California Association of Bicycling and the Mayor encourage all citizens to ride their bicycles to work, to school, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling.

NOW, THEREFORE, I, Cameron Hamilton, Mayor of the City of Porterville, on behalf of the City Council, do hereby proclaim May 2014, as,

**"PORTERVILLE BIKE MONTH"**

and encourage all residents to participate in healthy, sustainable and economic transportation options and to continue to work together through cooperation, courtesy, and observance of laws governing the use of public road system, and in doing so, improve the safety and enjoyment of all modes of transportation.

PROCLAIMED this     day of May, 2014.

CITY COUNCIL AGENDA – APRIL 15, 2014

SUBJECT: REQUEST FOR PROCLAMATION – FREEDOM DAYS – JUNE 14 THROUGH JULY 4, 2014

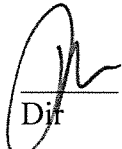
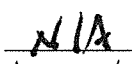
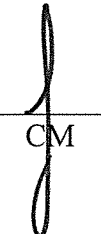
SOURCE: ADMINISTRATIVE SERVICES/CITY CLERK DIVISION

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Flag Day Committee has requested that the Council consider approval of a proclamation to recognize June 14<sup>th</sup> through July 4<sup>th</sup> as Freedom Days in Porterville. Mayor Hamilton is sponsoring this proclamation request. If approved, the proclamation will be presented at the City Council Meeting of May 6, 2014.

RECOMMENDATION: That the City Council consider approval of the request to proclaim June 14, 2014 through July 4, 2014 as Freedom Days in Porterville.

ATTACHMENTS: Request for Proclamation

 _____ Dir	 _____ Approp./ Funded	 _____ CM
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Item No. 22



City of Porterville  
REQUEST FOR PROCLAMATION



RECEIVED

APR 09 2014

CITY OF PORTERVILLE  
ADMINISTRATIVE SERVICES

Date of Request: 4-9-14  
 Name of Event/Individual: Flag Day Ceremony  
i.e. "Porterville Tourism Week", "Mr. John Doe"  
 Name of Sponsoring Organization: Flag Day Committee  
 Name of Contact Person: Judy May  
 Address: \_\_\_\_\_  
 Phone: (559) 239-7688 FAX: \_\_\_\_\_  
 E-mail: Jmay5868@yahoo.com

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

Date(s) of Event: 6-14-14

Date of Council Meeting to be presented, if applicable: 5-6-14  
(Council meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Dennis Shaffer

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: 4/9/14 Approved by Council: yes ☐ no ☐ Date: \_\_\_\_\_

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

Items (s) ☐ mailed \_\_\_\_\_ ☐ faxed \_\_\_\_\_ ☐ picked up \_\_\_\_\_

Comment: \_\_\_\_\_



WHEREAS: There is a three week period between Flag Day, June 14, 2014, and Independence Day, July 4, 2014; and

WHEREAS: The local patriotic activities during this period have grown to involve the support of several community based institutions, service clubs and community organizations; and

WHEREAS: These organizations consist of Porterville Elks Lodge No. 1342, Porterville Emblem Club No. 82, American Legion, American Legion Auxiliary, Veterans of Foreign Wars, Old Glory Club, Smith's Enterprise, Save-Mart Supermarkets, Porterville Chamber of Commerce, Alta Mira Chapter of the Daughters of the American Revolution, Porterville Exchange Club, Porterville Women's Club, and the Porterville Recorder; and

WHEREAS: These organizations have, together, formed the Porterville Flag Day Committee; and

WHEREAS: It is the wish of the Porterville Flag Day Committee for the entire community to join with them in the events occurring during this period; and

WHEREAS: The Porterville Flag Day Committee encourages all citizens to display "OLD GLORY" each day from Flag Day to Independence Day; and

WHEREAS: The Flag Day Committee encourages the citizens of Porterville to participate in the 32nd Annual Flag Day Ceremony at the Save-Mart Supermarket parking lot, 50 W. Olive Avenue, at 6:30 p.m. on June 14, 2014;

NOW, THEREFORE, I, Cameron J. Hamilton, Mayor of Porterville, do hereby proclaim the period between June 14 and July 4, 2014, as

**"FREEDOM DAYS IN PORTERVILLE"**

and join with the Porterville City Council in encouraging all citizens to participate in the many patriotic activities scheduled during Freedom Days.

PROCLAIMED this 6th day of May, 2014.

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Cameron J. Hamilton, Mayor

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Brian Ward  
Council Member

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Pete V. McCracken  
Vice Mayor

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SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 26, 2013

SOURCE: Administration


COMMENT: In its adoption of the Resolution of Local Emergency on December 26, 2013, the City Council declared the existence of a local emergency as a result of a significant fire event that occurred at the Porterville Hotel (14 N. Main Street) during the early morning hours of December 26, 2013, and found that the remaining damaged structure posed a serious threat to the health, safety and welfare of the public and as such required immediate safety mitigation of the structure. In accordance with the Resolution and per the Council's authorization, a Contractor (Bowen Engineering & Environmental) was secured to perform the emergency demolition of the burned structure sufficient to mitigate the immediate threat to public safety.

Due to the damaged structure's proximity to public right-of-way, the adjacent roadways and intersection of Main Street and Olive Avenue were closed to the public. With the demolition and mitigation of the threat to public safety, the intersection and roadways were opened to the public by approximately 6:00 PM on December 26, 2013. City staff continued its coordination with the San Joaquin Valley Air Pollution Control District and the Contractor on additional mitigation measures to protect the safety of the public, and minor additional demolition work subsequently occurred in an effort to open affected pedestrian walkways.


The property owner has continued his coordination with his insurance company toward the removal of the existing debris, and the company has agreed to reimburse the City for its mitigation costs. The property owner has solicited bids from qualified contractors, and with his selection of the lowest bidding contractor, the debris removal is anticipated to be completed this month.

RECOMMENDATION: That the Council receive the status report and review of the designated local emergency.

ATTACHMENT: Resolution No. 85-2013

  
Dir

  
App/Fund

  
CM

Item No. 23

RESOLUTION NO. 85-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

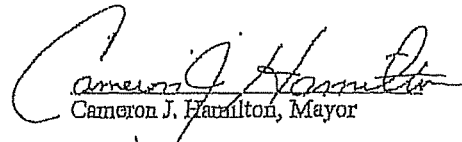
WHEREAS, the Porterville Hotel, 14 North Main Street, sustained major damage in a fire that occurred in the early morning hours of December 26, 2013; and

WHEREAS, the remaining structure poses a serious threat to the health, safety and welfare of the public due to the remaining damaged structure's proximity to public right-of-way at a major City intersection and as such requires immediate demolition to remove that threat; and

WHEREAS, the City Council has found that the aforementioned conditions of extreme peril warrant and necessitate the proclamation of a local emergency so as to take immediate actions to remove said threat,

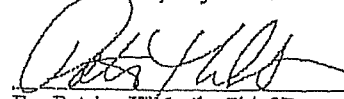
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby declare the existence of a local emergency as a result of a significant fire that occurred at the Porterville Hotel, 14 North Main Street, during the early morning hours of December 26, 2013, and that the remaining damaged structure poses a serious threat to the health, safety and welfare of the public and as such requires immediate safety mitigation of the structure, which includes demolition of the remaining standing structure, potential removal of asbestos, and fencing of site to secure the property.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of December, 2013.

  
Cameron J. Hamilton, Mayor

ATTEST:

John D. Lellis, City Clerk

  
By: Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

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 April 1, 2014, 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.

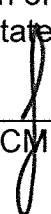
At its meeting on October 16, 2012, the Council awarded a contract in the amount of \$95,391.71 to Greg Bartlett Construction (Porterville), beginning CEMA repairs to Plano Street (south of Thurman Avenue), El Granito Street (near Zalud Park), E. Grand Avenue (at Henrahan Street), and W. Grand Avenue (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

  
CM

Item No. 24

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: April 15, 2014

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider the County of Tulare Elections Office Selection Criteria for Ballot Measure Arguments

SOURCE: City Manager

COMMENT: Council Member Shelton has requested that the City Council consider the County of Tulare Elections Office selection criteria for ballot measure arguments.

RECOMMENDATION: Council Member Shelton makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider the County of Tulare Elections Office selection criteria for ballot measure arguments.

ATTACHMENT: None

C/M 

Item No. 25

COUNCIL AGENDA: April 15, 2014

SUBJECT: COUNCIL MEMBER REQUESTED AGENDA ITEM – Request for the City Council to Consider Funding Alternatives to Maintain the Boys & Girls Club in Porterville


SOURCE: City Manager

COMMENT: Council Member Shelton has requested that the City Council consider funding alternatives to maintain the Boys & Girls Club in Porterville.

RECOMMENDATION: Council Member Shelton makes the motion that the City Council authorize a Scheduled Matter on the next Council Agenda to consider funding alternatives to maintain the Boys & Girls Club in Porterville.

ATTACHMENT: None

C/M



Item No. 26

**COUNCIL AGENDA: APRIL 15, 2014**

**PUBLIC HEARING**

**SUBJECT:** LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS  
CONSOLIDATION

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** Landscape and Lighting Maintenance Districts (LLMDs) were created pursuant to the California Landscape & Lighting Act of 1972. The purpose of LLMDs is to pay for ongoing maintenance and public improvements. There is an annual assessment process for the maintenance of improvements within a development that only benefit the property owners within that development. Assessments are reported to the County Auditor's Office. The assessment is levied on each parcel and is collected on Property Tax Bills. Example costs associated with LLMDs include: landscape and tree maintenance service contracts, pest control, water, irrigation repair, vandalism and graffiti repair, security street lighting, overhead administrative costs, legal notice publication costs and County fees.

Staff is proposing to consolidate North Creek (D2), Creekview (D6), and Porter Creek (A3). The consolidation would result in a new annual assessment for all three districts of \$119.82 per lot. The previous years' assessments were \$121.26 for D2, \$256.28 for D6, and \$133.58 for A3.

Consolidation will be a cost saving measure to reduce the administrative costs, including the annual assessment report preparation. Other factors enabling the consolidation include combining the fund balances of the three Districts, and a recent change in the landscape contractor.

In compliance with the regulations regarding assessments under Proposition 218, the proposed consolidation requires a majority protest/election for all affected property owners (297 lots). Ballots were prepared and mailed to the property owners in the proposed Districts on February 25, 2014. Along with the ballots, the mailings included a fact sheet regarding Landscape and Lighting Maintenance Districts, a description of the ballot proposal and assessment calculation, notice of the public hearing, ballot instructions and a return envelope.

At the close of the public hearing, last call will be announced for ballot submissions and ballot tabulation will commence. If the ballots submitted in favor exceed the ballots submitted in opposition, the proposed Districts will be consolidated.

M.B. Director  
Acting

MB Appropriated/Funded

AKR City Manager  
Approved for

ITEM NO.: 27



**RECOMMENDATION:** That the City Council:

- 1) Open the public hearing to hear public comment on the proposed consolidation of Landscape and Lighting Maintenance Districts North Creek (D2), Creekview (D6) and Porter Creek (A3);
- 2) Announce the last call for ballot submission, receive written ballots from affected property owners, and close the public hearing;
- 3) Authorize the City Clerk's Office to commence tabulation of the ballots; and
- 4) Adopt the resolution approving the Engineer's Report, diagram, and assessment method, pending ballot tabulation results of affirmative approval.

**ATTACHMENTS:**

- 1) Resolution ordering consolidation of Engineer's Report North Creek (D2), Creekview (D6) and Porter Creek (A3).
- 2) Engineer's Report
- 3) Diagram

**RESOLUTION NO. -2014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,  
COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING THE  
CONSOLIDATION OF LANDSCAPE AND LIGHTING MAINTENANANCE  
DISTRICTS, NORTH CREEK ESTATES DISTRICT 2, CREEKVIEW ESTATES  
DISTRICT 6, PORTER CREEK ESTATES ANNEXATION 3, APPROVING  
ENGINEER'S REPORT FOR SAID DISTRICTS, AND APPROVING THE  
METHOD AND LEVY OF ASSESSMENTS**

WHEREAS, the City Council of the City of Porterville did on the 18<sup>th</sup> day of February 2014, adopt Resolution No. 12-2014 declaring its intention to order consolidation of Landscape and Lighting Maintenance Districts North Creek Estates(D2), Creekview Estates (D6) and Porter Creek Estates Annexation 3, and

WHEREAS, the public hearing on the consolidation has been set for April 15, 2014, subject to the Landscape and Lighting Act of 1972; and

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

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

1. The public interest, convenience and necessity require the consolidation of Landscape and Lighting Maintenance Districts North Creek Estates (D2), Creekview Estates (D6) and Porter Creek Estates (A3).
2. The Engineer's Report and diagram for the Districts are hereby approved, and the work as set forth therein is to be done.
3. That the method of assessment and the levy of assessments as indicated within each of said Engineer's Reports are hereby approved.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY OF APRIL 2014

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Cameron J. Hamilton, Mayor

ATTEST:

John D. Lollis, City Clerk

By: \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE  
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING  
CONSOLIDATION FOR DISTRICT NORTH CREEK DISTRICT 2, CREEKVIEW DISTRICT 6, PORTER  
CREEK ANNEXATION 3

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. 12-2014. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to consolidate the assessments for Landscape and Lighting Maintenance Districts: Porter Creek Annexation 3, North Creek District 2, and Creekview District 6. The City Council has determined that the areas to be consolidated will have an effect upon all parcels within the following boundaries:

1. Porter Creek Annexation No. 3: Porter Creek Avenue right-of-way to the bank of the Porter Slough median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 Landscape and Lighting Maintenance District No.1."
2. District No. 2: North Creek Estates Subdivision located on Westwood north of Westfield includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.
3. District No. 6: Creek View Estates located between Porter Creek Avenue and the property line in Porter Slough includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision



maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 5 @ 5,800 lumens. Total landscaped area to be maintained is 125,477 sq. ft. which includes slough clean-up.

#### SECTION 4. Improvements

Lighting improvements were made by the developer of the subdivisions listed.

#### SECTION 5. Estimated Costs

The construction cost was borne by the developer and will not be assessed. The subdivision maps have been filed and recorded and the improvements have been constructed. It is the intent that the consolidation of the districts described herein will replace the current assessments for the assessment year 2013/2014.

Estimated assessment for 2014/2015 is as follows:

1. Landscape/Tree Maintenance	125,477/sf @	.125	\$	15,684.62
2. Graffiti Maintenance	125,477/sf @	.01	\$	2,509.54
3. Postage	125,477/sf @	.005	\$	627.39
4. Utilities	125,477/sf @	.06	\$	7,528.62
5. Printing	125,477/sf @	.005	\$	627.39
6. Repair/Maintenance	125,477/sf @	.01	\$	1,254.77
		.225	\$	28,232.33/sf

Maintenance	125,477 x 0.225 = \$	28,232.33
Administrative Fee	28,232 @0.10 = \$	2,823.23
County Fee	297 @1.00 = \$	297.00
Reserves 15% of total cost of maintenance	28,232.33x 15% \$	0.00
Eliminate Deficit Fund Balance over 10 years(10% of fund deficit)	= \$	4,234.84
		\$ 35,587.40

After the 2014/2015 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2015/2016 will refer back to the prior year's CPI. In the event

that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6: By approving the consolidation of assessments, all fund balances and deficits in the districts will be consolidated to fund the landscape and lighting of the herein referred to District 2, 6 and Annexation 3.

#### SECTION 7. Assessment Diagram

A copy of the proposed assessment diagram entitled “Landscape and Lighting Maintenance District 2, 6 and Annexation 3” is attached to this report and by reference is made part thereof. The assessment diagram consists of a map of the City indicating the locations of the subdivisions in the consolidation and supplemental detail maps of each subdivision.

#### SECTION 8. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed consolidated districts. The establishment and maintenance of the improvements have been a vital part of the development of each subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance of street lighting at each of the subdivisions, their separate assessments should be consolidated.

The consolidation will consist of approximately 2.88 acres. A total of 297 lots are proposed to be included in the consolidation. The improvements will consist of those improvements described in Section 3 of this report. The maintenance of the improvements is vital for the protection of safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the street lighting.

The determination of benefits takes into consideration the following facts:

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

Estimated 2014/2015 Assessment

$$\text{Assessment (A)} = \frac{\text{Cost (C)}}{\text{Number of Lots (L)}}$$

$$A = \$ \frac{35,587.40}{297 \text{ lots}} = \$119.82 \text{ per lot for 297 lots}$$

Total Assessment for 2014-2015 = \$35,587.40

Total developed lot count is 297 lots.

New Assessment 2014-2015 is \$119.82 per lot

SECTION 8. Order of Events

1. City Council adopts the Resolution Instituting Proceedings, appoints an Engineer of Work and orders Engineer's Report.
2. City Council adopts the Resolution of Preliminary Approval of Engineer's Report.
3. City Council adopts the Resolution of Intention to Order the Consolidation of Landscape and Lighting Maintenance District No. 2, 6 and Annexation 3.
4. City Council adopts the Resolution Ordering the Consolidation of Landscape and Lighting Maintenance District No. 2, 6 and Annexation 3, including the transfer of all fund balances and deficits.
5. Every year between April and June, the Engineer of Work files a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies, the individual assessments.



A handwritten signature in blue ink that reads "Baldomero Rodriguez". The signature is fluid and cursive, with a long horizontal stroke at the end.

Baldomero Rodriguez  
Engineer of the Work



**LANDSCAPE AND LIGHTING MAINTENANCE  
DISTRICTS 2, 6 AND ANNEXATION 3**



COUNCIL AGENDA: APRIL 15, 2014

SUBJECT: BID RESULTS FOR TRANSIT FIBER OPTIC CONDUIT INSTALLATION PROJECT

SOURCE: Public Works Department - Engineering Division

COMMENT: On April 4, 2014, staff received three (3) bids for the Transit Fiber Optic Conduit Installation project. The proposed project consists of furnishing to the City all labor, materials, equipment and services for the construction of a 2" conduit and related appurtenances in Division Street, Mill Avenue and Hockett Street. The bids are as follows:

<u>Contractor</u>	<u>Amount</u>	
	<u>Option 1</u>	<u>Option 2</u>
1. Bill Nelson Gen. Eng. Const. Inc. Fresno, CA	\$115,513	\$102,605.50
2. Madco Electric Inc. Selma, CA	\$125,277	\$106,251
3. Tennyson Electric Inc. Livermore, CA	\$134,737.50	\$122,786

The cost difference between Option 1 and Option 2 is due to a difference in specified materials. Option 1 specifies a Type 2 galvanized steel conduit and Option 2 specifies a Type 3 HDPE rigid non-metallic conduit per Caltrans Standard Specification. Both conduits will equally protect the fiber optic lines in place barring any unforeseen circumstances.

The Estimate of Probable Cost for construction is \$78,465. The lowest responsive bid for Option 1 is 47.2% over the estimate, and lowest responsive bid for Option 2 is 30.7% over the estimate. In Option 2, an additional \$10,260.55 is necessary for the construction contingency (10%), and it is anticipated that an additional \$5,130.28 (5%) is needed for construction management, quality control, and inspection services for a total estimated project cost of \$117,996.33. Pursuant to current policy adopted by City Council during the September 4, 2012, meeting, the low responsive bid would normally be rejected since it exceeds the Engineer's Estimate of Probable Cost by more than 10%.

Dir

*MR*  
*AWD*

Appropriated/Funded

*MB*

CM

*J*

Item No.

28



The question before the Council is whether to award or reject awarding a contract to the lowest responsible bidder. Although the possibility exists that the City will receive favorable bids if we re-advertise, there are no guarantees that the City will receive less costly bids. In addition, the re-advertisement of bids would put this project under time constraints which would also jeopardize part of the funding for this project.

State of California Proposition 1B is the funding source for this project via three (3) grants that span a 3-year period, which has been a complicating factor in this project. The initial grant in the amount of \$36,527.27 is due to expire on May 31, 2014, and no further time extensions are available to the City. The contract, should Council award the project, requires the contractor to perform meaningful work equating to the initial grant amount and secure payment before said deadline. Should Council decide not to award this contract, then the initial grant amount must be returned to the State.

An additional \$30,000 is required to fully finance the project should direction be given to execute a contract with the lowest responsible bidder. The Transit Division has additional Proposition 1B funds available that could be re-appropriated to cover this expense, if so directed.

**RECOMMENDATION:** That City Council direct staff to:

1. Reject all bids and authorize the City Engineer to re-advertise the project for new bids per policy; or
- 2.A. Award Option 2 of the Transit Fiber Optic Conduit Installation Project to Bill Nelson General Engineering Construction Inc. in the amount of \$102,605.50;
  - B. Authorize a 10% contingency to cover unforeseen construction costs;
  - C. Authorize 5% for construction management, quality control and inspection; and
  - D. Direct the Finance Director to re-appropriate \$30,000 of Transit Division Proposition 1B funds to this project.

**COUNCIL AGENDA: APRIL 15, 2014**

**SUBJECT:** CHASE AVENUE PARK NAME SELECTION

**SOURCE:** PARKS AND LEISURE SERVICES DEPARTMENT

**COMMENT:** The Parks and Leisure Services Department was awarded a \$2,150,000 Statewide Park Development and Community Revitalization Program grant from the State of California Department of Parks and Recreation to construct a park on Chase Avenue. Park construction is under way with the timeline projecting the park to be completed in July 2014. The 2.33 acre park is located on Chase Avenue with the north side of the park running adjacent to the Tule River.

At the March 3, 2014, City Council Meeting, Council directed staff to conduct a community contest to solicit potential names for the park. 51 names were submitted, including some duplications. On April 3, 2014, the Parks and Leisure Services Commission recommended four names to the City Council out of the 51 that were submitted by the public. The names are as follows:

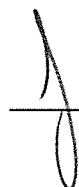
Chase Avenue Park  
A.J. Pardo Park  
Fallen Heroes Park  
Tule River Park

Park amenities include a shaded playground with SofSurfacing, splash pad, lighted half-court basketball court, walking trail, backstop, open multi-use grass area, picnic structures and a restroom.

**RECOMMENDATION:** That the City Council select a name for the new park on Chase Avenue.

**ATTACHMENT:** Park name submittals

 Director \_\_\_\_\_ Appropriated/Funded

 City Manager

**ITEM NO.:** 29

## Park Name

Porterville All American City Park  
San Pedro River Park  
ROYAL- CHASE PARK  
Pleasant Park  
OUR HOME TOWN PARK  
Royal Porter Putnam City Park  
UNITY PARK  
Pardo Park (after fallen Porterville soldier AJ Pardo)  
Pardo Park  
Pardo Park  
Tule River Park  
Tule River Park  
Pardo Park to remember our fallen soldier A.J. Pardo who was killed in Afganistan on July 8,2012.  
Pardo Park  
A.J. Pardo Park  
Pardo Park  
Pardo Park  
Trailhead Park  
Pioneer Pride  
AJ Pardo Park  
Pardo Park  
Rio Park  
AJ Pardo  
Porterville Poppy Park & Play  
Pardo Park  
Butterfield Park  
River Park or Poter Water Park  
Sunnyside  
Royal Porter Putnam Park  
Vandalia Pioneer park  
Chicano Park  
Case Lok Park  
San Joaquin  
Porterville Family Park  
Fit N Play Park  
Sharman Park  
Vanni Park  
Yokut Park  
PAINTED ROCK PARK  
FREEDOM PARK  
ALL-AMERICAN PARK  
Plaza de Sol  
Liberty Park  
Pioneer Park  
Case Lok Park  
Ohana Park(Hawaiian for Family)  
New Path Park  
Tule Park  
Chase Park  
Fallen Heroes Park  
Chase Avenue Park

CITY COUNCIL AGENDA: APRIL 15, 2014

SUBJECT: APPOINTMENT TO TRANSACTIONS AND USE TAX (MEASURE H) OVERSIGHT COMMITTEE

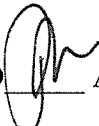

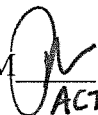
SOURCE: ADMINISTRATIVE SERVICES DEPARTMENT/CITY CLERK

COMMENT: Pursuant to City Council direction on April 1<sup>st</sup>, staff has publicized the vacancy on the Measure H Oversight Committee that was created upon Committee Member John Dennis' resignation on March 14<sup>th</sup>. One request for appointment was received, from Dr. Raheel Mann. Dr. Mann's request is attached hereto for Council's consideration.

In the event additional applications are received subsequent to the finalization of the agenda, those applications will be provided to the Council under separate cover for consideration.

RECOMMENDATION: That the City Council appoint one individual to the Transactions and Use Tax (Measure H) Oversight Committee to fill the vacancy with a term to expire in May 2016.

ATTACHMENTS: Request for Appointment – Dr. Raheel Mann

DD  Appropriated/Funded  CM  ACTING

Item No. 30

RECEIVED

APR - 4 2014

ADMINISTRATIVE SERVICES

# CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Dr. Raheel Mann  
(Please Print)

Appointment to: MEASURE H OVERSIGHT  
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: 83 N. Main St.  
Porterville, CA 93257

Mailing Address: 1880 W. Roby Ave.  
Porterville, CA 93257

Name of Business: Missakian Spine Care Center  
☐ Own ☐ Operate

Business Address: 83 N. Main St.  
Porterville, CA 93257

Telephone: Home 650-243-7569  
Work 559-781-3033  
FAX 559-781-3073  
E-mail MANN. RAHEEL@GMAIL.COM

City of Porterville resident:

☒ Yes  
☐ No

Registered Voter:

☒ Yes  
☐ No

Qualifications: PASSIONATE FOR THE OVERALL SAFETY AND  
WELL-BEING FOR THE GOOD CITIZENS OF PORTERVILLE -  
DEDICATED TO REDUCING CRIME WITHIN OUR IMMEDIATE  
COMMUNITIES - HISTORY OF SERVING ON BOARDS AND COMMISSIONS -  
WISHED TO BE INVOLVED WITHIN THE CITY'S PROCESSES AND  
PROCEDURES -

- ☒ Resume attached  
☐ Letter of request attached

Submitted By: RAHEEL MANN 04-02-2014  
Date

Received by: \_\_\_\_\_

Forwarded to: City Clerk ☐ Date: \_\_\_\_\_  
City Council ☐ Date: \_\_\_\_\_  
City Manager ☐ Date: \_\_\_\_\_  
Applicable Dept. ☐ Date: \_\_\_\_\_

Tentative Council Mtg Date: \_\_\_\_\_

# DR. RAHEEL MANN

1880 W Roby Ave. Porterville, CA

cell: 650.243.7569

mann.raheel@gmail.com

## Chiropractor

*Missakian Spine Care Center, Porterville, CA January 2014-current*

- Practice diversified chiropractic to help patients achieve their unique maximal health potential. (Gonstead, Activator, Myofascial Release Technique, Gua Sha, Motor Nerve Stimulation, Lumbar Spinal Decompression, Cox Flexion, Rock Tape)

## Chiropractor

*Verve Wellness Center, Mesa, AZ. October 2011-July 2013*

- Working in high volume multidisciplinary practice combining chiropractic, dental, medical, and physical therapy with a keen focus on patient education and retention.
- Facilitated conversion of paper files into electronic medical record format (Practice Fusion, Altapoint)
- Organized community outreach events with Mesa Police Department, AT Still University, Mesa Chamber of Commerce

## Community Service Director

*ASSOCIATED STUDENT GOVERNMENT-PALMER COLLEGE OF CHIROPRACTIC WEST 2010-2011*

- Formulated positive relations with the Santa Clara Valley Transportation Authority (VTA) through participation in their distinguished "Adopt-A-Stop" program
- Worked with San Jose Health Trust-Healthy Steps in Silicon Valley in attempts to make Silicon Valley the healthiest region in America
- Worked with Stanford Medical Center to host monthly blood drives for local hospitals
- S.P.E.A.K Club: (Student Patient Education Awareness Knowledge)—volunteered at hundreds of health fairs in the San Jose community representing the chiropractic profession

## Resident Counselor/ Lead Crisis Manager

*JT Residential Group & Foster Homes -January 2009-April 2011; Sunday-Thursday 11pm-7am*

Authority figure to six teenage boys whose families were found to be unfit to be held responsible for them; main responsibilities included preparing breakfast, distributing daily medication, educating young men on the benefits of being a socially and physically healthy member of society

## Chairman-Ethnic and Cultural Affairs Commission

*ASSOCIATED STUDENT GOVERNMENT -University of California, Davis - 2003-2006*

- Facilitated weekly meetings to monitor the UCD Health Center's involvement with the underserved local community
- Coordinated numerous high school outreach programs, diversity forums and workshops on higher education
- Administered a low income clinic in Sacramento's Power District for those without medical insurance—intake specialist, translator (Urdu, Hindi, Punjabi)

## EDUCATION

DOCTORATE OF CHIROPRACTIC: CHIROPRACTIC PHYSICIAN (DECEMBER 2011, PALMER WEST)

MAJOR: BACHELOR OF SCIENCE: PSYCHOBIOLOGY (JUNE 2006, UC DAVIS)

MINOR: SOUTH ASIAN/MIDDLE EASTERN POLICY AND POLITICS (JUNE 2006, UC DAVIS)

## AWARDS

OUTSTANDING SENIOR AWARD--OFFICE OF THE CHANCELLOR, UC DAVIS 2006

EXCELLENCE IN COMMUNITY INVOLVEMENT-PALMER COLLEGE OF CHIROPRACTIC, WEST 2011

## AFFILIATIONS

REGIONAL DIRECTOR, ARIZONA--XTREME BRONC RIDING SPORTS MEDICINE TEAM

AMERICAN CHIROPRACTIC ASSOCIATION-MEMBER

SCHEDULED MATTER

SUBJECT: ONE-YEAR EXCEPTION TO THE LICENSE AND DEVELOPMENT AGREEMENT FOR THE PORTERVILLE JUNIOR LIVESTOCK FAIR

SOURCE: COMMUNITY DEVELOPMENT DEPARTMENT

COMMENT: The Tulare County Junior Livestock Show and Community Fair ("Fair") Board has approached staff to request a one-year exception to the terms of the License and Development Agreement (Agreement) regarding the sale and consumption of alcoholic beverages during the fair. Section 11.3 *Addenda* allows the Agreement to be modified or amended at any time by mutual consent in the form of an Addendum to the Agreement. However, since the Fair is not absolutely sure of the changes needed to the Agreement, they are requesting approval of a one-year pilot program that would allow them to work directly with the Police Chief on revised provisions. The main objectives the Fair would like to accomplish are identified as follows:

1. Allow sales and consumption of alcohol outside the established Adult Refreshment Area with screening of consumers and issuance of a wrist band to show legal ability to buy and consume alcoholic beverages;
2. Prevent the consumption of alcoholic beverages in the Kiddy Land area;
3. Provide security to the satisfaction of the Police Chief; and
4. Amend the agreement after the one-year exception to account for sales and consumption provisions at the fair and other events.

The Fair did propose allowing under age fairgoers in the Adult Refreshment Area but staff has concerns with making that concession at the Fair. This would be more applicable at events within the multi-purpose building or special events where there is not a specified Adult Refreshment Area set apart from the main event. The provisions outlined above generally address where and how the sales and consumption of alcohol may occur and whether the area must be restricted to persons of 21 years of age and older. Terms and conditions of the Agreement, as per Exhibit B - "Right to Sell Alcoholic Beverages," include provisions that limit alcohol sales and consumption to the designated Adult Refreshment Area. The Agreement recognizes alcohol sales only during the fair, but not during other events. The Fair acknowledges the need to expand Exhibit B to include other activities that occur throughout the year; however, the Fair is most immediately requesting a one-time trial of extending the sale and consumption area beyond the Adult Refreshment Area with approval of the Police Chief. If successful and by agreement with the police department, the Fair will request a permanent modification to the Agreement.



RECOMMENDATION: That the City Council consider the Fair Board's request, and if agreeable:

- 1) Authorize the Police Chief to work directly with the Fair for a one-year exception to the provisions of the Agreement for the sale and consumption during the Fair; and
- 2) Request Staff to bring forth an Addendum to the License and Development Agreement to include sale of alcohol during events not related to the annual fair and potentially modifying alcohol sales and consumption areas beyond the Adult Refreshment Area during the fair and other events.

ATTACHMENT: License and Development Agreement

LICENSE AND  
DEVELOPMENT AGREEMENT  
(Porterville, California)

THIS PROPERTY LICENSE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 10<sup>TH</sup> day of December 2009, by and between the CITY OF PORTERVILLE (the "City"), a municipal corporation, and TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR ("Fair"), with respect to the following:

WHEREAS, the City is the owner of an approximate 37± acres of land, located in the City of Porterville, County of Tulare, State of California, more particularly described on **Exhibits A-1 and A-2** attached hereto and depicted as the "Property." The Property is currently a part of the Porterville Municipal Airport.

WHEREAS, the Fair desires an exclusive License for the approximate 15 acres of land depicted on Exhibit A-1, and referenced as Parcel 1, to develop as a Fairplex (community fair); and

WHEREAS, the Fair desires to utilize the approximate 10 acres of land depicted on Exhibit A-2, and referenced as Parcel 2, to be used for parking, staging, and a carnival midway during the period of May 1 through June 1 annually, and used throughout the year by the Fair for general uses until such time as the City begins construction, development, or usage of the property whereas the terms of use by the Fair will be modified, but not be unduly limited or eliminated. Such development will be mutually complementary; and

WHEREAS, the City is willing to enter into a License with the Fair under the terms and conditions set forth below.

ACCORDINGLY IT IS AGREED:

**PART 1**  
**LICENSE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT,**  
**SUBLICENSING**

**1.1 License.**

The Fair will obtain a License of the Premises located in the City of Porterville, County of Tulare, California, depicted on Exhibit A-1, from the City on the terms and conditions set forth below.

**1.2 Licensee's Usage Date and Terms**

The Fair will be entitled to exclusive use of Parcel 1 of the Premises on the date to be mutually agreed upon by the Fair and the City. If the Fair commences utilization of the Premises on other than the first day of a calendar month, the initial term will consist of the unexpired portion of the calendar month in which the Fair holds the license of the

Premises plus fifty (50) full years from the first day of the calendar month immediately following. The anniversary date will be the first day of the first full month of the term.

### **1.3 Licensee's Option to Extend Term**

Provided Fair is not then in default of this License at maturity of the initial term, the Fair is granted the option to extend this License for a period of two (2) fifty (50) year extensions. In the event the property is not released from FAA obligations at the end of the initial term, said extensions may be subject to Federal approval.

### **1.4 Assignment and Sublicensing**

The Fair may not assign this Agreement to any organization, nor shall the Fair grant any sublicenses inconsistent with the uses allowed in Section 3.1, without the prior written consent of the City, which consent will not be unreasonably withheld.

## **PART II LICENSE FEE**

### **2.1 Amount**

The Fair will pay the following License Fee to the City for the exclusive use and occupancy of the Property.

#### **2.1.1 Annual License Fee**

##### **2.1.1.1 Tier 1**

The Fair acknowledges that the property is under the purview of the Federal Aviation Administration (FAA) and, as such, commands an annual license fee equal to fair market value for the property. Therefore, until such time as the land is released from FAA obligations, the annual license fee shall be the sum of \$13,500. In the event the Fair takes use of the Property on a day other than the first day of the month, the annual license fee shall include payment of \$37.00 per day for any unexpired portion of the calendar month in which the Fair has possession of the Property. License Fees shall be paid in annual installments on the anniversary date.

The City agrees to provide annual license fee assistance in an amount not to exceed \$13,500 during the license period of the Fair. The assistance is provided from the Porterville Municipal Airport fund as a credit against the debt owed from the Airport to the City. Said assistance shall be available to the Fair for a period not to exceed ten (10) years or until such time as the Fair either (a) purchases the property from the City or (b) is no longer operating at the site.

##### **2.1.1.2 Tier 2**

Upon release of the property from FAA purview, the annual license fee shall be reduced to \$1.00 per year for the remainder of the term of this License and any extensions thereof. Said reduction shall be effective upon the first

anniversary date following the release from the FAA. There shall be no proration nor shall there be any refund of license fees.

**2.1.2 Place of Payment**

The Fair will pay all license fees at the City of Porterville Finance Department, located at 291 North Main Street, Porterville, California 93257

**PART III  
USE OF PREMISES**

**3.1 Allowed Uses**

The Fair and the Fair's sublicensees will use the Premises to:

- Provide a venue for junior exhibitors of livestock, agricultural products, handicrafts, and other artistic works; and
- Provide a source of community entertainment, as well as a showplace for local businesses, civic groups, and youth groups; and
- Provide a venue for local community groups to participate in community service.

The Fair will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety, and public health requirements and regulations. Additionally, at no profit to the Fair, the Fair will make every effort to support the use of the fairgrounds by all community oriented and/or non-profit organizations. These organizations may include, but are not limited to, 4-H Clubs, Future Farmers of America Chapters, Comision Honorifica Mexicana-Americana, Inc., and other community service organizations.

**3.2 Prohibited Uses**

Fair will not commit or permit the commission of any acts on the Property that:

1. Increase the City's existing rates for, or causes the cancellation of any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or
2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, where now in force or hereafter enacted, applicable to the Premises; or
3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California; or
4. Adult oriented business or residual uses will not be allowed.

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**PART IV  
DEVELOPMENT OBLIGATIONS**

**4.1 Development Assistance**

4.1.1 To assist with the relocation of the Fair to Parcel 1 of the City-owned property described on Exhibit A-1, the City agrees to provide financial assistance to the Fair from the proceeds of the sale of the Olive Street site upon which the Fairgrounds is currently located. Said assistance shall be the net proceeds from the property sale, exclusive of brokerage, escrow, and other related fees, and is subject to the terms and conditions set forth in this Agreement. The proceeds of the assistance may be utilized by the Fair for relocation, construction of facilities, and related costs. No portion of the assistance may be allocated to costs relating to the operation of the Fair.

4.1.2 It is anticipated that the Fair and the City will prepare an application for tax-exempt bonds through California Communities, or a similar organization, in an amount supportable by a capital fund raising campaign for the construction of facilities. Said amount of bonding shall not exceed Two Million Dollars (\$2,000,000.00).

**4.2 Development of Parcel 1 (Exhibit A-1)** Fair agrees to construct upon Parcel 1 those improvements that are related to fair activities. Improvements may be made in Phases as set forth below:

**Phase 1**

- Site Preparation
- Installation of On-Site Infrastructure
- Construction of Multipurpose Building #1
- Construction of Livestock Barn
- Construction of Rabbit Barn/Livestock Office
- Construction of Outdoor Stage (2)
- Construction of 100' x 200' Entertainment Area
- Storage for Pens, Panels, and Livestock Parking
- Preparation of Area for "Kiddie Land"
- Restroom (1)
- Ticket Booth(s)
- Concession Stands
- Bank of the Sierra Structure
- Fire Lanes
- Site Landscaping and Irrigation
- Parking Lot along Teapot Dome Avenue

**Phase 2**

- Construction of Livestock Barn
- Construction of Livestock Parking
- Pen and Panel Storage Area
- Restroom #2

### **Phase 3**

#### **Construction of Multipurpose Building #2**

- 4.2.1 Fair will submit plans for Project Review Committee review.
- 4.2.2 Fair will submit complete plans for issuance of building permit for the initial phase within six (6) months from date of this Agreement.
- 4.2.3 City Connection Fees (Impact Fees) including Trunk Line Sewer Fees, Treatment Plant Fees, Sewer Connection Charges, Water Trunk Fees, Water Connection Fees, Street Light Fees, Storm Drainage Fees, Fire Hydrant Fees, Transportation Impact Fees, Frontage Improvement Valuation Threshold, and Park Impact Fees will be calculated for the project. Said fees shall be deferred while the site remains under the ownership of the City. In the event that the Fair acquires ownership of the site, fees shall become due and payable to the City. Furthermore, Fair shall have the option to enter into a Development Fee Payment Plan for the payment of said fees.
- 4.2.4 Fair will be responsible for all fees related to the issuance of a building permits, with the exception of those fees identified in Section 4.2.3 above. Fair shall have the option to enter into a Development Fee Payment Plan for the payment of said fees.
- 4.2.5 Fair will be responsible for utility connections and associated fees.
- 4.2.6 Concurrent with the Agreement, Fair will apply for an alcohol agreement, which shall not be unreasonably withheld. Fair desires to utilize an "Adult Refreshment Area" concept to keep the consumption of alcohol within contained areas and away from the general public. A copy of said agreement is included as Exhibit B.
- 4.2.7 City hereby agrees to expedite the issuance of the building permit for the Project in order that the building permit or comments will be available within fourteen (14) days of submittal of complete building plans, inclusive of electrical and plumbing plans.
- 4.2.8 City will provide water and sewer services to the property boundary.
- 4.2.9 City will make every effort to obtain approval for the release of land from the purview of the Federal Aviation Administration within twelve months from the date of this Agreement. All fees and expenses related to the FAA release will be the responsibility of the City.

#### **4.3 Development of Parcel 2 (Exhibit A-2)**

- 4.3.1 City anticipates developing Parcel 2 for shared use by the City, Fair, and other public/governmental use. Future use may include a training/entertainment center.
- 4.3.2 City will provide the Fair exclusive use of all or a portion of Parcel 2 for the thirty-day period surrounding the annual fair, and may be used by the Fair throughout the year for general uses until such time as the City begins construction, development, or usage of the property. Fair will provide insurance pursuant to Section 7 of this Agreement for the use of this parcel.

4.3.3 In conjunction with development of Phase I by the Fair, Fair may perform site improvements to Parcel 2. Site work is subject to reimbursement to the Fair upon future development of Parcel 2 by the City, or within four (4) years from the date of the completion of mutually agreed upon improvements, whichever occurs first.

4.3.4 City will install curb, gutter, sidewalk, and street paveout along Teapot Dome Avenue.

**4.4 Other Obligations**

4.4.1 City agrees to allow the Fair use of a portion of City's Sports Complex as indicated on Exhibit C located on Scranton Avenue during the thirty-day period surrounding the fair week each year for overflow parking.

4.4.2 Fair will provide insurance pursuant to Section 7 of this Agreement for times that the Fair is utilizing the Sports Complex for overflow parking.

4.4.3 City will prepare and record parcel maps for Parcels 1 and 2 as shown on Exhibit A-1 and A-2.

4.4.4 Fair agrees to grant City access to drill a water well(s) as may be deemed necessary by the City. Location(s) of water well(s) will be mutually agreed upon by City and Fair and shall be situated so as not to interfere with Fair operations.

**PART V  
MAINTENANCE, REPAIR, AND UPKEEP**

**5.1 Licensee's Responsibilities**

Maintenance, repair, and upkeep of the grounds and buildings on Parcel 1 will be solely the responsibility of the Fair. All portions of Parcel 1 shall be kept free and clear of weeds and debris until developed.

**5.2 Licensor's Responsibilities**

Maintenance, repair, and upkeep of the grounds and buildings on Parcels 2 and 3 will be solely the responsibility of the City. All portions of Parcels 2 and 3 shall be kept free and clear of weeds and debris until developed.

**PART VI  
UTILITIES**

**6.1 Licensee's Responsibilities**

Fair shall be responsible for and will pay for all utilities and services furnished to the Property identified on Exhibit A-1, including gas, electricity, telephone, water, trash collection, and all related connection charges.

**6.2 Licensor's Responsibilities**

City shall be responsible for and will pay for all utilities and services furnished to the Properties identified on Exhibit A-2 and A-3, including gas, electricity, telephone, water, trash collection, and all related connection charges.

## **PART VII INSURANCE**

### **7.1 Licensee's Insurance**

The Fair, at its own expense, shall procure and maintain, throughout the term of this License, public liability insurance including bodily injury and property damage insuring the Fair and the City with minimum coverage as follows:

- \$1,000,000 for personal injury for each person
- \$1,000,000 for personal injury or death of two or more persons in each accident or event.

The policy must contain, or be endorsed to contain, the following:

#### City of Porterville

The City of Porterville, its officers, employees, agents and subtenants must be covered as additional insured as respects liability arising out of activities performed by or on behalf of Lessee, and premises owned, occupied or used by Lessee. The coverage must contain no special limitations on the scope of protection afforded to the City, its officers, employees, or agents.

The Fair shall also procure and maintain, at its expense, throughout the term of this License, insurance against loss or damage to any structures constituting any part of the demised Premises, by fire and lightning, with extended coverage insurance.

The Fair will provide the City with a certificate or certificates of coverage showing the policy or policies are issued by insurers permitted to conduct business in the State of California.

The policy must not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days prior written notice has been given to the City.

## **PART VIII TERMINATION FOR CAUSE**

### **8.1 Cause.**

Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

- (a) is adjudged a bankruptcy; or
- (b) becomes insolvent or has a receiver appointed; or
- (c) makes a general assignment for the benefit of creditors; or



- (d) suffers any judgment which remains unsatisfied for 90 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- (e) materially breaches this Agreement.

#### **8.2 Notice to Defaulting Party.**

For any of the above occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 90 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 90-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of the termination. If the nature of breach is such that it cannot be cured within the 90-day period, the defaulting party may deliver a written proposal to the non-defaulting party within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

#### **8.3 Delivery of Notices**

Notices given under Section 8.2 will be deemed delivered as provided in Section 9 below.

#### **8.4 Ownership of Improvements**

Upon termination of this Agreement, City shall have the option of purchasing any structures, fixtures, signs, or other improvements made upon the site by Fair over the term of this Agreement. City agrees to reimburse Fair for those improvements being purchased by City an amount determined to be the appraised value at the termination period, less the original financial assistance provided to Fair as stated in Section 4.1 of this Agreement. Fair shall be responsible for the removal of all structures, fixtures, signs, and other improvements not acquired by City and shall restore the premises to the same condition as that existing prior to the erection or installation of improvements. Should the Fair fail or refuse to remove improvements, City may do so at Fair's sole cost and expense.

#### **8.5 Obligations Surviving Termination**

Termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

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## **PART IX NOTIFICATIONS**

9.1 All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:	City of Porterville 291 N. Main Street Porterville, CA 93257 Attn: City Clerk
To Fair:	Tulare County Junior Livestock Show and Community Fair P.O. Box 369 Porterville, CA 93258 Attn: President

subject to the right of a party to designate a different address for itself by notice similarly given. Any notice so given by United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail as above provided. Any notice not so given by registered or certified mail shall be deemed given upon receipt of the same by the party to whom the same is given.

## **PART X AIRPORT DISCLOSURE STATEMENT**

10.1 **Notice of Airport in Vicinity:** The subject property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Fair may wish to consider what airport annoyances, if any, are associated with the property before completing this transaction and determine whether they are acceptable.

10.2 **Notice of Intent to Record Restrictive Covenant:** It is the intent of the City of Porterville to record a Restrictive Covenant upon all City-owned property within the Airport Development Area concurrent with this Agreement. A draft of said Covenant is shown as Exhibit D.

## **PART XI MISCELLANEOUS PROVISIONS**

### **11.1 Quiet Enjoyment**

Upon payment of the license fees and the performance of all the terms, covenants, and conditions by the Fair to be performed as herein provided, the Fair will be allowed to

peaceably and quietly hold and enjoy the premises during the term of this license, or any extended term thereof.

#### **11.2 Surrender**

The Fair will peaceably surrender use of the Premises upon the expiration or other termination of this License, and will return the Premises to the City in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire earthquake or other casualty not the fault of the Fair.

#### **11.3 Addenda**

This Agreement may be modified, amended, or terminated at any time by mutual consent in writing of the parties hereto in the form of an Addendum to the Agreement.

#### **11.4 Entire Agreement Represented**

This Agreement represents the entire understanding between the City and the Fair as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified, waived, or repealed without the written consent of both parties.

#### **11.5 Headings**

Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

#### **11.6 Interpretation**

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

#### **11.7 No Third Party Beneficiaries**

Unless specifically set forth, the parties to this Agreement do not intend to provide any third party with any benefit or enforceable legal or equitable right or remedy.

#### **11.8 Governing Law**

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement will be brought in Tulare County California. The City waives the removal provisions of California Code of Civil Procedure Section 394.

#### **11.9 Waivers**

The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

#### **11.10 Exhibits and Recitals**

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

#### **11.11 Conflict with Laws or Regulations; Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulations governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this Agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

**11.11.1 Legal Fees** In the event that an action shall be instituted by either party hereto for the enforcement of any of its rights or remedies in or under this Agreement, the party in whose favor judgment shall be rendered therein shall be entitled to recover from the other party all costs and expenses incurred by said prevailing party in said action, including reasonable attorney's fees as fixed by the court therein.

#### **11.12 Further Assurances**

Each party will execute any additional documents and will perform any further acts which may be reasonably required to affect the purposes of this Agreement. The Fair will, on request by the City, execute appropriate estoppels certificates and attornments in favor of any trust deed holders or encumbrances.

#### **11.13 Assurances of Non-discrimination**

The Fair will not discriminate in employment or the performance of the Work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

The Fair herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this License is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein licensed nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein licensed.

**11.14 Licensor's Right to Enter to Inspect and Post**

The Fair will permit the City and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by the Fair, or for the purpose of inspecting the Premises.

**11.15 Brokers**

All negotiations relative to this Agreement have been carried out directly by representatives of the City and the Fair without the participation of brokers, and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

**11.16 Successors and Assigns**

This Agreement is binding on and will inure to benefit the successors and assigns of the parties, but nothing in this section shall be construed as consent by the City to any sublicense or assignment by the Fair if such consent is otherwise required by the terms of this Agreement.

**11.17 Representations of Authority**

Each party executing this Agreement represents and warrants to the other parties that the party has full power and authority to execute and deliver this Agreement in the manner contemplated hereby and that this Agreement is binding upon the party in accordance with its terms.

**11.18 Venue**

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Tulare, State of California. Fair hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

**11.19 Counsel**

The parties represent and warrant that this Agreement has been freely negotiated and has been reviewed by each party's respective legal counsel.

**11.20 Duplicate Originals**

This Agreement will be executed in duplicate originals.

**11.21 Time is of the Essence**

Time is of the essence for this Agreement.

**PART XII  
REPRESENTATIONS AND WARRANTIES OF CITY**

City hereby makes the following representations and warranties to and agreements with Fair, which are true as of the date hereof, which shall be true as of the date of the License, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or

circumstances occurring or arising after the License, shall survive the License. Fair shall be entitled to rely upon said representations and warranties notwithstanding Fair's inspections and investigations:

12.1 As of the date of License, City has complied or will comply with all applicable federal, state or local laws, regulations, ordinances or orders and has completed all proceedings or other actions necessary to complete the License and all of the transactions contemplated by this Agreement and the Annual License Fee reflects the fair market License value of the Property as of the date of this Agreement. There are no unrecorded liens or encumbrances affecting the Property and no person or entity has any right, title or interest in or to the Property other than City.

12.2 City has not received notice of, nor does City have any knowledge of, any pending or threatened action of governmental proceeding in eminent domain, zoning change or other proposed change, nor does City know of any fact which might give rise to any such proceeding, nor does City know of any other type of existing or intended use of any adjacent or nearby real property which might adversely affect the use of the Property for Fair purposes.

12.3 There are not presently pending any assessments by any governmental entity or public utility (other than for annual ad valorem real property taxes) of any nature with respect to the Property or any part of the Property. No property tax with respect to the Property is delinquent, and all requirements of all insurance policies with respect to the Property have been, and are being, fully complied with.

12.4 As of the date of the License, there shall be no easements, licenses, leases or tenancies of any type on the Property or any portion of the Property except those approved by Fair in accordance with this Agreement.

12.5 There are no encroachments upon the Property or any portion of the Property or any easement, appurtenance or other interest in the Property except those existing utilities above and below ground surface that are to remain in service. No improvements located on the Property encroach upon any property adjacent to the Property or upon any easement, building setback line, appurtenance or other interest in real property except as shown on the Preliminary Title Report, dated July 7, 2009, and shown as Exhibit E.

12.6 There are no liens or encumbrances against the Property for work performed or commenced or material supplied with respect to the Property, nor can there be claimed against the Property any such lien.

12.7 There is no suit or arbitration, bond issuance or proposal for bond issuance, proposals for public improvement assessment, pay-back agreement, paving agreement, road expansion or improvement agreement, utility moratorium, use moratorium, improvement moratorium, license fee increase moratorium, or legal, administrative or other proceeding or governmental investigation or requirement, formal or informal, existing or pending or threatened which affects the Property or which adversely affects

Fair's ability to develop the Property for Fair purposes, or which imposes any other charge or expense upon, or relating to, the Property which has not been disclosed to Fair in writing prior to the date of this Agreement, or, in the case of any such requirement, fully complied with.

12.8 City has no knowledge, nor has City received notice of any environmental rule, order or regulation which would adversely affect the commercial development on the Property.

12.9 This Agreement is a valid obligation of City and is binding upon City in accordance with its terms.

12.10 This Agreement, when executed by City, shall have been duly and properly executed and neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute:

(i) a default or an event which with notice or the passage of time or both would constitute a default under, or a violation or breach of, any indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which City is a party or by which City, or City's property, including without limitation, the Property, may be bound, or

(ii) an event which would permit any party to any agreement or instrument affecting the Property or affecting City's ability to perform its obligations under this Agreement to terminate it, or permit the holder of any indebtedness to accelerate its maturity, or

(iii) a violation of any statute, order, rule or regulation applicable to City or any portion of the Property.

12.11 After the date of this Agreement, City shall not undertake any work on the Property which may result in the creation of a mechanic's lien on the Property or any portion of this Property.

12.12 City has no knowledge of any adverse geological or soil condition affecting the Property.

12.13 No portion of the Property lies within a flood plain designated by the federal, state or local government.

### **PART XIII FIRST RIGHT OF REFUSAL**

13.1 In the event the City obtains the release of land from purview of the Federal Aviation Administration and desires to sell the released land, Fair shall have the First Right of Refusal for Parcel 1 and Parcel 2.

### **13.2 Purchase Price**

The purchase price shall be established by the fair market value of the land at the time of the transaction as set forth in an appraisal obtained by the City from a licensed appraiser.

### **13.3 Lapse of Option**

If at the time of offer of land for sale, the Fair is no longer operating upon Parcel 1, this First Right of Refusal shall automatically terminate.

### **13.4 Purchase and Sale**

In the event the City makes an offer to sell the property, and the Fair accepts said offer, then the parties shall open an escrow (the "Option Escrow") with the Escrow Holder. The Escrow shall close fifteen days after the date of the exercise of the Option (the "Option Closing Date"). Prior to the Option Closing Date, City shall deposit a fully executed and acknowledged Grant Deed conveying the Property to the Fair. If the Option Escrow is in a position to close on the Option Closing Date (or as soon thereafter as is possible but in no event later than 30 days following the option Closing Date), Escrow Holder shall deliver to Fair the Grant Deed by depositing the same with the County Recorder of the County of Tulare, California, with instructions to record the same and thereafter to mail the same to Fair and shall deliver to City funds in the amount as agreed upon as the fair market value of the property. City shall bear the fee for recordation of the Grant Deed, one-half of the Escrow Holder's fee and any additional charges customarily charged to sellers in Tulare County. Fair shall bear the documentary transfer tax required, one-half of Escrow Holder's fee and any additional costs and charges customarily charged to buyers in Tulare County.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

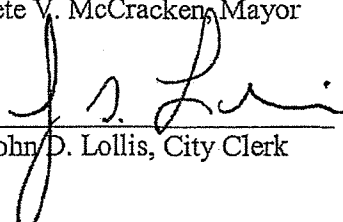
APPROVED AS TO FORM:

  
Julia Lew  
City Attorney

CITY:


CITY OF PORTERVILLE  
a Municipal Corporation

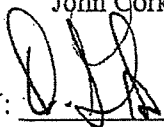
BY:   
Pete V. McCracken, Mayor

BY:   
John D. Lollis, City Clerk

FAIR:

Tulare County Junior Livestock  
Show and Community Fair

BY:   
John Corkins, President

BY:   
Dennis Sexton,  
First Vice President

## EXHIBIT A-1

### Parcel 1

That portion of the Southeast quarter of Section 8, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING AT the Southwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, North 00°35'50" East, along the west line of the Southeast quarter of said Southeast quarter, 25.00 feet, to a point in the north right of way line of Tea Pot Dome Avenue, said point also being the **POINT OF BEGINNING**;

THENCE, continuing North 00°35'50" East, 1,293.54 feet to the Northwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, South 89°40'00" West, along the north line of the Southwest quarter of said Southeast quarter of Section 8, 1,282.90 feet, to a point in the east right of way line of West Street (60 feet wide);

THENCE, North 00°34'21" East, along said east right of way line, 30.00 feet, to the Southwest corner of Parcel 1 of Parcel Map No. 4834 as shown on map filed in Book 49 of Parcel Maps, at page 39 in the office of the County Recorder of said County;

THENCE, North 89°40'00" East, along the south line of Parcel 1 and Parcel 2 of said Parcel Map No. 4834, a distance of 720.93 feet;

THENCE, North 00°20'00" West, a distance of 50.00 feet;

THENCE, North 89°40'00" East, a distance of 100.00 feet;

THENCE, South 00°20'00" East, a distance of 50.00 feet;

THENCE, North 89°40'00" East, a distance of 982.02 feet;

THENCE, departing the south line of said Parcel Map No. 4834, South 00°35'50" West, 1,323.72 feet, to a point in the north right of way line of Tea Pot Dome Avenue;

THENCE, South 89°41'13" West, 520.03 feet, to the POINT OF BEGINNING.

EXCEPTING THEREFROM, the South 17 feet thereof for streets and public purposes.

RESERVING THEREFROM, the Grantor's fee title interests in and to that portion more particularly described as follows:

COMMENCING AT the Southwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, North 00°35'50" East, along the west line of the Southeast quarter of said Southeast quarter, a distance of 1,273.53 feet to the POINT OF BEGINNING;

THENCE, continuing North 00°35'50" East, 20.00 feet, to the Northwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, South 89°40'00" West, along the north line of the Southwest quarter of said Southeast quarter of Section 8, 1,282.90 feet, to a point in the east right of way line of West Street (60 feet wide);

THENCE, North 00°34'21" East, along said east right of way line, 30.00 feet, to the Southwest corner of Parcel 1 of Parcel Map No. 4834 as shown on map filed in Book 49 of Parcel Maps, at page 39 in the office of the County Recorder of said County;

THENCE, North 89°40'00" East, along the south line of Parcel 1 and Parcel 2 of said Parcel Map No. 4834, a distance of 720.93 feet;

THENCE, North 00°20'00" West, a distance of 50.00 feet;

THENCE, North 89°40'00" East, a distance of 100.00 feet;

THENCE, South 00°20'00" East, a distance of 50.00 feet;

THENCE, North 89°40'00" East, a distance of 982.02 feet;

THENCE, departing the south line of said Parcel Map No. 4834, South 00°35'50" West, a distance of 50.01 feet;

THENCE, South 89°40'00" West, 520.03 feet to the POINT OF BEGINNING.

CONTAINING: 653,400 sq. ft., (15 acres)

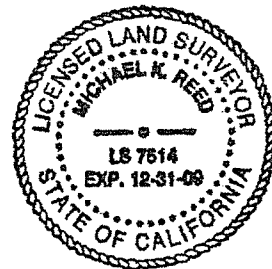
**BASIS OF BEARING** for the parcel described herein is the south line of the Southeast quarter of said Section 8, taken as: **North 89°41'13" East** per Record of Survey recorded in Book 21 of Licensed Surveys, at page 68, Tulare County Records.

**END OF DESCRIPTION**

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed  
Michael K. Reed, Licensed Land Surveyor

Date: 9/25/2009



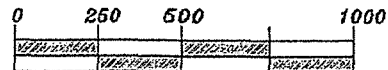
# PARCEL 1 PLAT



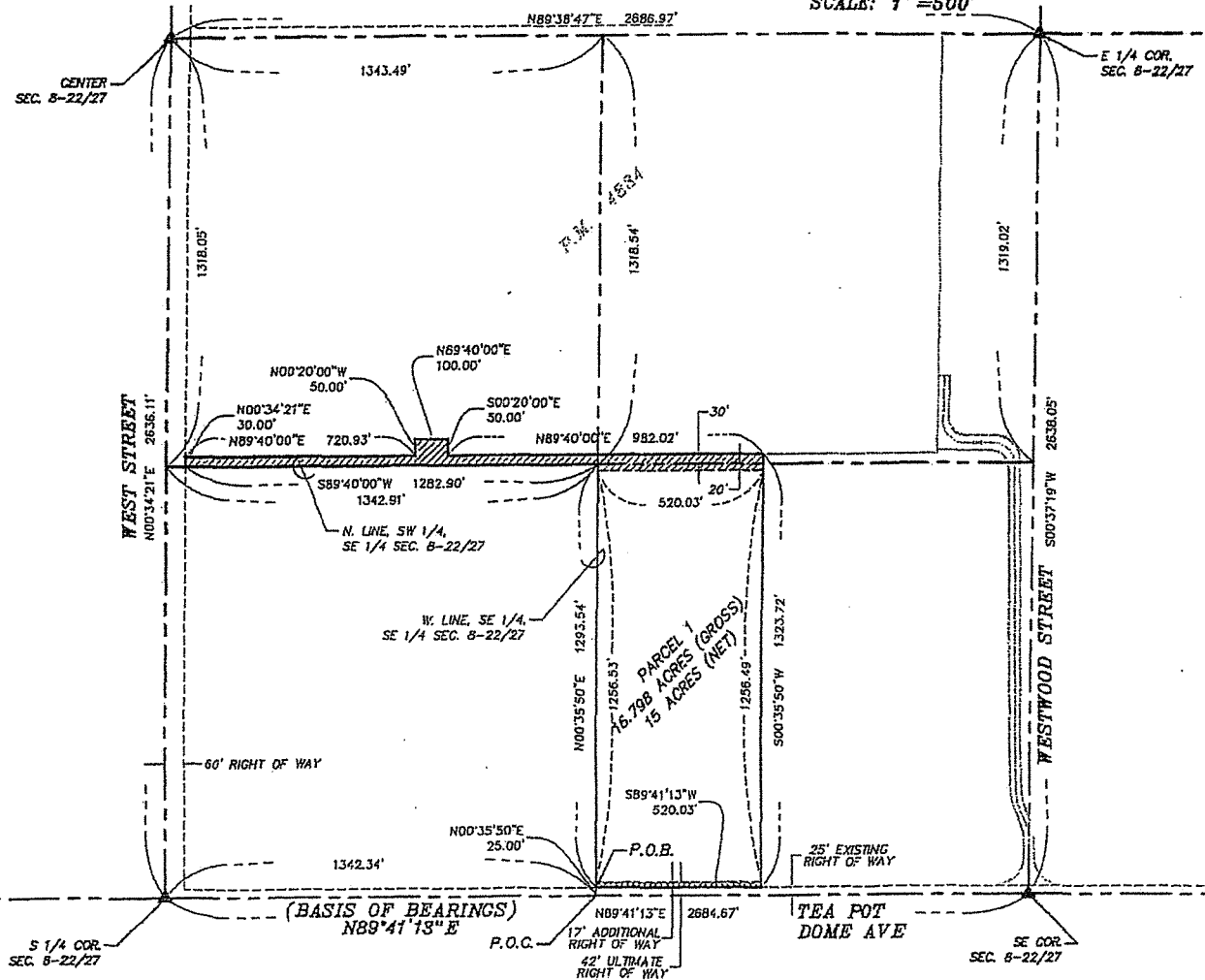
RESERVATION AREA



RIGHT OF WAY AREA



SCALE: 1"=500'



**CITY OF PORTERVILLE**  
ENGINEERING DIVISION

201 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

PORTION OF THE SOUTHEAST QUARTER OF  
THE SOUTHEAST QUARTER SECTION 8,  
TOWNSHIP 22 SOUTH, RANGE 27 EAST,  
MOUNT DIABLO BASE AND MERIDIAN, IN  
THE CITY OF PORTERVILLE, COUNTY OF  
TULARE, STATE OF CALIFORNIA

OWNER: CITY OF  
PORTERVILLE  
APN: POR 302-110-075  
AREA: 653,400 S.F.  
ACRES: 15 (NET)  
DRAWN BY: JB  
CHK'D BY: DB

EXHIBIT A-2

**Parcel 2**

That portion of the Southeast quarter of Section 8, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING AT the Southwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, North 00°35'50" East, along the west line of the Southeast quarter of said Southeast quarter, 25.00 feet, to a point in the north right of way line of Tea Pot Dome Avenue;

THENCE, North 89°41'13" East, along said north right of way, a distance of 520.03 feet to the POINT OF BEGINNING;

THENCE, North 00°35'50" East, 1,323.72 feet to a point in the south line of Parcel 2 of Parcel Map No. 4834, recorded in Book 49 of Parcel Maps, at page 39 in the office of the County Recorder of said County;

THENCE, North 89°40'00" East, along the south line of Parcel 2 and Parcel 3 of said Parcel Map No. 4834, a distance of 346.65 feet;

THENCE, departing the south line of said Parcel Map No. 4834, South 00°35'50" West, 1,323.85 feet, to a point in the north right of way line of Tea Pot Dome Avenue;

THENCE, South 89°41'13" West, 346.64 feet, to the POINT OF BEGINNING.

EXCEPTING THEREFROM, the South 17 feet thereof for streets and public purposes.

RESERVING THEREFROM, the Grantor's fee title interests in and to the North 50 feet thereof.

CONTAINING: 435,600 sq. ft., (10 acres)

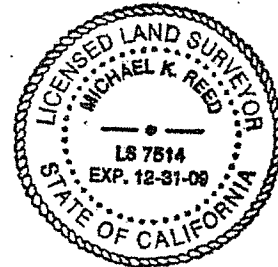
**BASIS OF BEARING** for the parcel described herein is the south line of the Southeast quarter of said Section 8, taken as: **North 89°41'13" East** per Record of Survey recorded in Book 21 of Licensed Surveys at page 68, Tulare County Records.

**END OF DESCRIPTION**

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed  
Michael K. Reed, Licensed Land Surveyor

Date: 9/25/2009



FILE AIRPORT TFW\_09.24.2009.DWG administrator 9/24/2009 10:52 AM



**EXHIBIT B**  
**RIGHT TO SELL ALCOHOLIC BEVERAGES**

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 December 10, 2009, do hereby agree to the following:

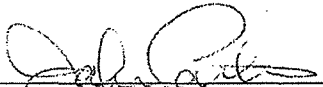
The City hereby agrees to permit the sale of alcoholic beverages in conjunction with the Annual Fair and other events held at the fairgrounds during each year for the term of the License Agreement by and between the City and the Fair, with the following conditions:


1. Alcohol sales shall be allowed only with proper permitting through the Department of Alcoholic Beverage Control (ABC). Alcohol sales shall be subject to all local, county, and state laws and regulations.
2. That the location and screening of the alcohol sales area shall be maintained at the location(s) established and utilized by the Fair.
3. That the alcohol sales area be designated as an "Adult Refreshment Area" or similar terms, without reference to alcohol. 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 alcoholic 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 or personnel from using the "Adult Refreshment Area" during the course of their work.
6. Notwithstanding annual insurance requirements set forth in the License Agreement, the Board of Trustees for Fair shall procure or cause to be procured, Liquor Liability insurance coverage of not less than One Million Dollars (\$1,000,000) 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.

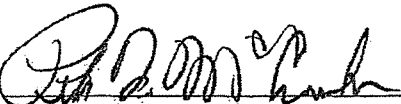
Dated: December 10, 2009

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

BY:   
John Corkins, President

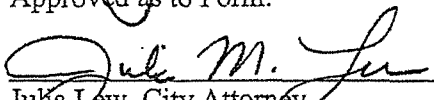
BY:   
Dennis Sexton, First Vice President

CITY OF PORTERVILLE

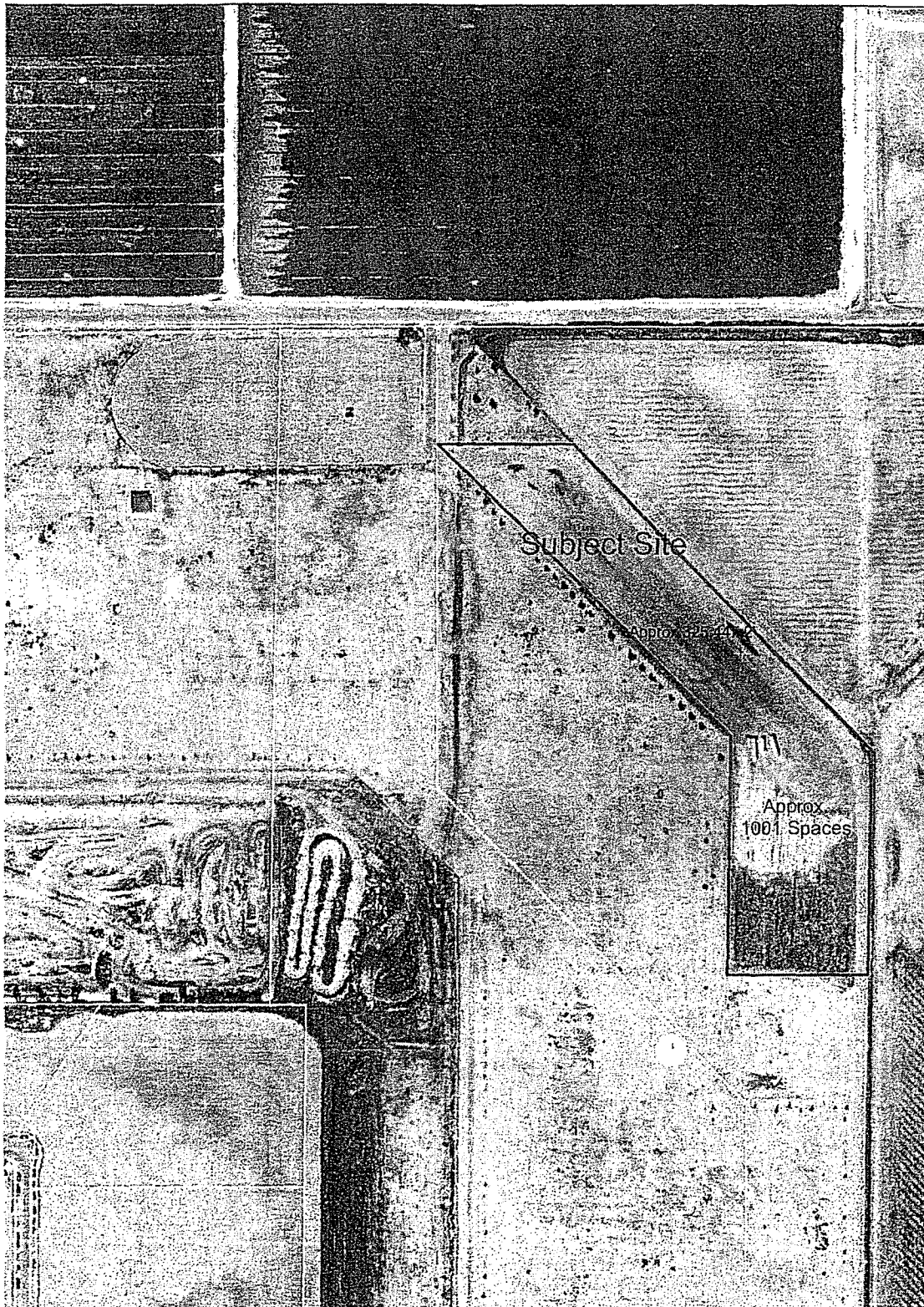
BY:   
Pete V. McCracken, Mayor

ATTEST:   
John Lollis, City Clerk

Approved as to Form:

  
Julia Lew, City Attorney

## EXHIBIT C



**EXHIBIT D**  
**RESTRICTIVE COVENANT**  
**AGREEMENT**

**WHEREAS**, the City of Porterville owns that certain lot or parcel of real property located and situated in Tulare County, California, which said property is more particularly described in Exhibit A attached hereto and incorporated herein by reference and which property is located within the area of the Airport Development Zone and Airport Safety Zone and is exposed to noise and hazards associated with aircraft overflight; and

**WHEREAS**, the City of Porterville desires to develop the property described in Exhibit A for commercial, industrial or economic development uses; and

**WHEREAS**, the City of Porterville does hereby grant a perpetual right and covenant for the free and unobstructed flight of aircraft (being defined as any contrivance now or hereafter used for flight in the air) in and through the airspace over and in the vicinity of the property described in Exhibit A attached hereto, including jet-powered air carrier aircraft in landing and take-off operations and other flight activities associated therewith, together with the right to cause such noise, vibrations, odors, vapors, particulates, smoke, dust or other effects may be inherent in the operation of aircraft of all types.

This covenant shall be appurtenant to and shall run with the real property now owned and used for airport, commercial, industrial, or economic development purposes. This covenant and the burden thereof, together with all incidents and effects of or resulting from use and enjoyment thereof shall constitute a permanent burden and tenement upon the subject property which shall be binding upon and enforceable by the Porterville Municipal Airport.

**NOW THEREFORE**, if the real property is hereafter conveyed to an entity/individual not associated with the City of Porterville, an Avigation Easement shall be executed more particularly described in Exhibit B attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the City of Porterville have hereunto set their hands and seals as of the date and year first above written.

---

John Lollis, City Manager  
Porterville, California

**ACKNOWLEDGMENT**

State of California  
County of Tulare

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Exhibit "A"

Airport Parcel

That portion of the Southeast quarter of Section 8, Township 22 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING AT the Southwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, North  $00^{\circ}35'50''$  East, along the west line of the Southeast quarter of said Southeast quarter, 25.00 feet, to a point in the north right of way line of Tea Pot Dome Avenue, said point also being the POINT OF BEGINNING;

THENCE, continuing North  $00^{\circ}35'50''$  East, 1,293.54 feet to the Northwest corner of the Southeast quarter of said Southeast quarter of Section 8;

THENCE, North  $89^{\circ}40'00''$  East, along the north line of the Southeast quarter of said Southeast quarter, a distance of 866.68 feet;

THENCE, departing the north line of the Southeast quarter of said Southeast quarter, South  $00^{\circ}35'50''$  West, 1,293.84 feet, to a point in the north right of way line of Tea Pot Dome Avenue;

THENCE, South  $89^{\circ}41'13''$  West, 866.67 feet, to the POINT OF BEGINNING.

CONTAINING: 1,121,067 sq. ft., (25.74 acres)

BASIS OF BEARING for the parcel described herein is the south line of the Southeast quarter of said Section 8, taken as: North  $89^{\circ}41'13''$  East per Record of Survey recorded in Book 21 of Licensed Surveys at page 68, Tulare County Records.

END OF DESCRIPTION

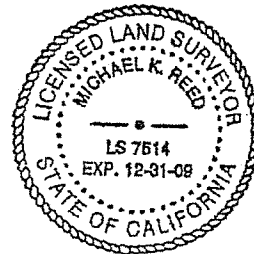
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

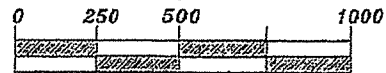
Michael K. Reed, Licensed Land Surveyor

Date: \_\_\_\_\_

9/25/2009



1



FAIR AIRPORT TPM\_09.24.2009.DWG caministrator 9/24/2009 10:59 AM

**EXHIBIT "B"**

**GRANT OF AVIGATION EASEMENT**

RECITALS:

1.

*(provide complete legal name of all owners of record subject property)*

*(state identity of property owner – e.g., single man/woman, husband and wife, a corporation)*

("Grantor(s)"), is (are) the owner(s), as

*(designate how title to property is held – e.g., joint tenants, community property)*

of the fee simple estate in and to that certain real property situated in the City of Porterville, State of California, described as

*(provide street address and zip code of subject property)*

and more particularly described as follows:

*(provide complete legal description and assessor parcel number of subject property)*

("the Subject Property")

2. It is the desire of Grantor(s) to grant to the Porterville Municipal Airport, a division of the City of Porterville ("the Authority"), a local governmental entity organized under the laws of the State of California and possessing jurisdiction extending throughout the City of Porterville, an air and avigation easement, also known as a perpetual air, flight, or noise easement, on, upon, over, across, above the Subject Property, and to all of the airspace above the Subject Property, whereby Grantor(s) relinquishes certain rights relative to the Subject Property, as described in this Avigation Easement;

3. The purpose of this Avigation Easement, and its acceptance by the Authority, includes granting the Authority, its successors and assigns, an avigation easement permitting the unencumbered and unrestricted flight of aircraft to or from Porterville Municipal Airport ("PMA"), owned and operated by the Authority, without liability to the Authority, to the aircraft operator, or to any other person lawfully operating aircraft to or from PMA in the navigable airspace of the United States (as defined at 49 U.S.C.S. §40102(a)(30), and as that section of the United States Code (and



the referenced regulations) existed on the effective date of this Avigation Easement), and in accordance with relevant regulations of the United States of America and the State of California, pursuant to the authority granted to the Authority by the people and the State of California; and

4. This Avigation Easement is intended to benefit the Grantor(s), the Subject Property, the Authority, and all users of PMA, and shall be binding on Grantor(s) and all future owners, occupants and users of the Subject Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged:

#### WARRANTIES AND COVENANTS

Grantor(s) warrant(s) and covenant(s) to the Authority that as of the date hereof:

1. Grantor(s) hold(s) the entire fee simple interest in the Subject Property;
2. Grantor(s) shall not convey (his/her/their/its) interest in the Subject Property, or execute, deliver, comply or permit recordation of any interest in the Subject Property, or any lien or encumbrance against the Subject Property (or any interest therein) until the earlier of the following events: (i) this Avigation Easement has been properly executed by Grantor(s), accepted by the Authority, and recorded by the Tulare County Recorder; or (ii) thirty (30) days have elapsed after Grantor(s) have delivered Avigation Easement to the Authority, properly and fully executed and notarized, a complete and accurate application form, and true and correct copies of all associated documents identified in the instructions provided to Grantor(s) with this form of Avigation Easement.
3. If the person(s) executing this Avigation Easement is other than the Grantor(s), the person(s) executing this Avigation Easement, or his or her attorney, has represented in documentation separate from this grant, to the Authority that the person(s) is duly and lawfully authorized by Grantor(s) to relinquish certain rights relative to the Subject Property, as described in this Avigation Easement.
4. Grantor(s), individually and for the heirs, administrators, executors, tenants, guests, agents, successors, assigns, and other persons using the Subject Property with the implied or express consent of Grantor(s), hereby grant(s), convey(s) and assign(s) to the Authority, its successors and assigns, a perpetual non-exclusive avigation easement for the purposes of aircraft operations, aircraft sound and noise, aircraft avigation and flight, hazard and airspace in, to, over and upon the Subject Property of noise, vibration, fumes, fuel particles, dust, discomfort or other environmental effects incident to such aircraft operations and any and all resulting annoyance, inconvenience, or other interference with the use and enjoyment of the Subject Property and any consequent reduction in market value, all due to the operation of aircraft to and/or from PMA. For purposes of this Avigation Easement, the term "aircraft" shall mean any

contrivance now known or hereafter invented, used or designed for navigation or flight in the air.

5. This Aviation Easement is for the use of such airspace by any aircraft during operations at, on, to, or from PMA, present or future, in whatever form or type, including any future change to or increase in the PMA boundaries and/or in the volume or pattern of aircraft traffic or aircraft noise, by all existing or future types of aircraft, including the imposition on the surface of the Subject Property and on any and all structures on the Subject Property of such noise, vibration, fumes, fuel particles and other particulate matter, dust, discomfort or other environmental effects incident to such aircraft operations and any and all resulting annoyance, inconvenience, or other interference with the use and enjoyment of the Subject Property and any consequent reduction in market value.

6. It is expressly intended by Grantor(s) and the Authority that this Aviation Easement shall not supersede or impair any existing prescriptive, aviation, or other easements, rights, or interests of the Authority, or its predecessor in interest, in or applicable to the Subject Property, all of which easements, rights, interests, and any remedies related thereto are expressly reserved by the Authority.

7. In furtherance of this Aviation Easement, and rights herein granted, Grantor(s), and the heirs, agents, successors, and assigns of Grantor(s), hereby covenant at all times hereafter, that it/they will not take any action, cause or allow any electronic or other transmissions or emissions, or construct or grow any obstruction on the Subject Property which would conflict or interfere with or infringe on the Authority's rights herein granted.

8. Subject to the provisions set forth above in paragraph number 5, the rights, easements, benefits, restrictions, covenants and agreements granted herein, including this Aviation Easement, shall continue notwithstanding any increase or other change in the boundaries, volume of operations, noise, or pattern of air traffic at PMA. This Aviation Easement may not be modified, amended, terminated, or abandoned except by execution and delivery of an instrument executed and acknowledged by the Authority, or its agents, successors, and assigns, and Grantor(s) agree(s) that, in the absence of such an instrument, no conduct by the Authority, or its agents, successors and assigns, or increase, diminution, or change in use of this Aviation Easement, shall constitute an overburdening of this Aviation Easements or a termination or abandonment of this Aviation Easement.

9. The parties to this Aviation Easement acknowledge and agree that the easement, and all the rights, easements, benefits, restrictions, covenants and agreements set forth herein shall run with the land of the Grantor(s) and the Airport Authority, and any grantee, heir, agent, successor or assign of the Grantor(s) who acquires any estate or interest in or right to use the Subject Property shall be bound by this Aviation Easement for the benefit of PMA and the Airport Authority, and its agents, successors and assigns,

including, without limitation, the tenants and licensees of the Airport Authority, and all users of PMA.

10. Grantor(s), and the grantees, heirs, agents, successors, and assigns of Grantor(s) hereby fully waive and forever release, and covenant not to assert or bring any right or cause of action, which it or they might now have, or which it or they may have in the future, against the Airport Authority, its agents, successors, and assigns, or against the tenants, permittees, licensees, or users of PMA, caused by or relating to the use of this Avigation Easement or the exercise of rights under this Avigation Easement.

11. This Avigation Easement constitutes an enforceable restriction pursuant to the provisions of California law, including, but not limited to, Section 21652 of the California Public Utilities Code, and shall bind Grantor(s), and the heirs, agents, successors and assigns of Grantor(s), and each and all of them, and shall be appurtenant to, and for the benefit of the real property commonly known as PMA, which is more particularly described in Exhibit "A," attached hereto.

12. In the event that any one or more covenant, condition, right or other provision contained in this Avigation Easement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Avigation Easement and shall in no way affect, impair, or invalidate any other covenant, condition, right or other provision contained in this Avigation Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR(S):

By: \_\_\_\_\_

(Grantor Acknowledgement)

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CERTIFICATE OF ACCEPTANCE

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in real property conveyed by this Grant of Avigation Easement, dated

\_\_\_\_\_ From: \_\_\_\_\_  
(Month, Day, Year) (Grantor Name(s))

To the CITY OF PORTERVILLE MUNICIPAL AIRPORTY AUTHORITY, a local government entity, with jurisdiction within the City of Porterville, is hereby accepted by the undersigned officer on behalf of the City of Porterville Municipal Airport Authority, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Approved as to form:

By: \_\_\_\_\_  
(Signature)

Office of General Counsel

By: \_\_\_\_\_  
(Signature)

Name:  
Title:

(For use by City of Porterville Municipal Airport Authority)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

Personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)