

TO: Mayor and City Council Members
FROM: Rob Hunt, Interim City Manager
SUBJECT: May 7, 2019 Agenda Items
DATE: May 2, 2019

7:00 p.m.

I. CALL TO ORDER REGULAR SESSION

II. PLEDGE OF ALLEGIANCE AND INVOCATION

III. CITIZEN COMMENTS

This is the time for citizens to comment on subject matters, not on the agenda within the jurisdiction of the Tulare City Council. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome. The Council cannot legally discuss or take official action on citizen request items that are introduced tonight.

This is also the time for citizens to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to general business/city manager items or public hearing items will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment.

*In fairness to all who wish to speak, each speaker will be allowed **three minutes**, with a maximum time of 15 minutes per item, unless otherwise extended by Council. Please begin your comments by stating and spelling your name and providing your city of residence.*

IV. COMMUNICATIONS

*Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the Agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Citizen comments will be limited to **three minutes**, per topic, unless otherwise extended by Council.*

V. 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 to be discussed and voted upon by a separate motion.

- (1) **Authorization to read ordinances by title only.**
- (2) **Approve minutes of April 16 and April 23, 2019 special/regular meeting(s).** [Submitted by: R. Yoder] The minutes of April 16 and April 23, 2019 special/regular meeting(s) are submitted for your approval. **Staff recommends Council approve as presented.**
- (3) **Approve the cancellation of Tulare City Council meeting scheduled for Tuesday, May 21, 2019, due to the lack of a quorum and schedule a special meeting for Tuesday, May 14, 2019, beginning at 6 p.m.** [Submitted by: R. Yoder] Due to three Council Members having conflicts in their schedules (Mayor Sigala and Council Member Jones attending ICSC in Las Vegas; and Council Member Sayre attending a CalChamber Legislative Summit in Sacramento) staff requests Council formally cancel the meeting of May 21 and formally schedule May 14 as a special meeting. Although this is typically an administrative matter, this request will provide for greater transparency to the public of the change in meeting schedule. **Staff recommends Council Approve the cancellation of Tulare City Council meeting scheduled for Tuesday, May 21, 2019, due to the lack of a quorum and schedule a special meeting for Tuesday, May 14, 2019, beginning at 6 p.m., as requested.**
- (4) **Confirm the Mayor's appointment of Ray Fonseca to the Board of Public Utilities vacancy for a term ending December 31, 2021.** [Submitted by: R. Hunt] The Board of Public Utilities (BPU) was established by the Tulare City Charter and is charged with the responsibility to regulate and manage the utility divisions of the city. Those divisions include Solid Waste (refuse collection and street sweeping), Water, Sewer and Wastewater. This five-member Board is appointed by the City Council for four-year terms. The Board meets at 4:00 p.m. on the first and third Thursday of each month in the City Council Chambers at 491 North M Street.

A vacancy notice was posted on the City Kiosk and on the City's website. An applicant is appointed by the Mayor and confirmed by majority vote of the Council per City Charter.

The Board of Public Utilities (BPU) has one vacancy whose term expires December 31, 2021. Ray Fonseca, new applicant, has expressed interest in the

Board of Public Utilities vacancy. **Staff recommends Council confirm the Mayor's appointment of Ray Fonseca to the Board of Public Utilities vacancy for a term ending December 31, 2021, as presented.**

- (5) **Accept the required public works improvements for Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue east of Devenshire Street as complete, authorize the City Engineer to sign a Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [Submitted by: M. Miller]** On May 15, 2018, City Council conditionally approved the final map for Phase 1 of the Willow Glen subdivision, which created 59 single family residential lots along the north side of Cartmill Avenue, east of Devenshire Street. The overall Willow Glen subdivision comprises approximately 134 acres consisting of a combination of single-family and multi-family residential lots. The subdivision is being developed in phases.

The Subdivider, Presidio JJR Brighton 115, LLC, has completed construction of all required public works improvements in accordance with the approved plans and specifications for this subdivision. **Staff recommends Council accept the required public works improvements for Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue east of Devenshire Street as complete, authorize the City Engineer to sign a Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office, as presented.**

- (6) **Authorize the City Manager to execute three reimbursement agreements with Presidio JJR Brighton 115, LLC for construction costs associated with Phase 1 of the Willow Glen subdivision that are eligible for reimbursement in accordance with Chapters 8.60 and 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: M. Miller]** As part of development of Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue between De La Vina Street and Mooney Boulevard, Presidio JJR Brighton 115, LLC was required to install oversized sewer and water improvements. These included off-site sewer improvements in Cartmill Avenue to connect the development to existing City sewer. The City also requested that the Developer install off-site water main improvements to complete a missing segment of water main in Cartmill Avenue between Hillman Street and a point west of De La Vina Street. Completion of this missing segment of water main will benefit the City's overall water system by creating an additional tie-in point to the new well and storage tank under construction within the Willow Glen subdivision. The extension of both water and sewer mains in Cartmill Avenue between Hillman Street and De La Vina Street is also a component of the City's Cartmill Corridor Project.

A portion of the water and sewer improvements installed by Phase 1 of the Willow Glen subdivision are of a supplemental size and capacity in order to serve regional needs beyond what is required for the development. Costs associated with the supplemental size and capacity are eligible for oversized construction reimbursement in accordance with Chapter 8.64 of the Municipal Code. The attached oversized construction reimbursement agreement identifies the work completed by the Developer that is reimbursable under the City's oversize reimbursement procedures, and specifies that the City will reimburse the developer for their expenditures plus accrued interest as funding becomes available through the City's development impact fee program.

For those portions of the water and sewer improvements that are off-site of the Willow Glen subdivision, the costs associated with the non-oversize component of the improvements are eligible for inclusion in a benefit district refunding agreement in accordance with Chapter 8.60 of the Municipal Code. The attached benefit district refunding agreement identifies the work completed by the Developer that is eligible for inclusion in a benefit district under the City's benefit district refunding policies, and specifies that the City will collect eligible costs on behalf of the developer from benefitting properties as they develop for the term of the agreement.

The attached reimbursement agreement for off-site water main extension identifies the work completed by the Developer at the City's request for the benefit of the City's overall water system. The agreement specifies that the City will reimburse the developer for the non-oversize component of these improvements within 35 days of City Council approval of a Notice of Completion for Phase 1 of the Willow Glen subdivision. Funding will come from a combination of in-lieu fees collected from prior development and Water Funds. The Water Fund will subsequently be reimbursed through payment of front foot fees at the time that benefitting properties develop. **Staff recommends Council authorize the City Manager to execute three reimbursement agreements with Presidio JJR Brighton 115, LLC for construction costs associated with Phase 1 of the Willow Glen subdivision that are eligible for reimbursement in accordance with Chapters 8.60 and 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, as presented.**

- (7) **Accept the required public works improvements Parcel Map 2015-04 by Evaristo and Emma Aguayo located along the west side of "E" Street north of Gail Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [Submitted by: M. Miller]** On January 19, 2016, City Council conditionally approved tentative parcel map no. 2015-04, which was filed by Evaristo and Emma Aguayo. The parcel map

comprised approximately 2.18 acres located along the west side of "E" Street between Russel Drive and Admiral Avenue, and resulted in two single-family residential lots.

Included in the conditions of approval for the parcel map were the installation of a streetlight on the "E" Street frontage, and the construction of a drainage basin on the property for on-site drainage. The applicant requested that construction of these improvements be deferred to coincide with the future building permit of the new single-family residence, which was approved by City Council.

The applicant has complied with the requirement to install the streetlight along the project's "E" Street frontage. This completes the required public improvements for the parcel map, allowing for a Notice of Completion for the same to be filed. Construction of the on-site drainage basin can be deferred until time of future building permit. **Staff recommends Council accept the required public works improvements Parcel Map 2015-04 by Evaristo and Emma Aguayo located along the west side of "E" Street north of Gail Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office, as presented.**

- (8) **Conditionally approve the final map and subdivision improvement agreement for Phase 1 of The Greens at Oak Creek subdivision for recordation, and accept all easements and dedications offered to the City, including a Grant of Easement for temporary turnarounds for emergency vehicle purposes and a temporary run-off pond for street runoff, subject to receipt of the signed final map, all fees, and other required items prior to July 6, 2019. [Submitted by: M. Miller]** Planning Commission Resolution No. 5248 adopted on August 18, 2017 approved the tentative map for The Greens at Oak Creek subdivision located approximately along the east side of Mooney Boulevard (State Route 63) approximately 1,700 feet north of Tulare Avenue (State Route 137). The overall subdivision comprises approximately 19.5 acres consisting of 88 lots, and is being developed in phases.

Phase 1 of The Greens at Oak Creek subdivision consists of 33 single-family residential lots. Due to the configuration of public streets to be constructed by this phase of the subdivision, the Fire department is requiring that two temporary turnarounds for emergency vehicle purposes be provided until such time as a through street connection is constructed by future phases. Additionally, a temporary pond for street runoff purposes will be required until the additional phases are constructed.

The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council's conditional

approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60-days. Such requests have routinely been accommodated. A copy of the Resolution No. 5248 and draft final map is attached for reference. **Staff recommends Council conditionally approve the final map and subdivision improvement agreement for Phase 1 of The Greens at Oak Creek subdivision for recordation, and accept all easements and dedications offered to the City, including a Grant of Easement for temporary turnarounds for emergency vehicle purposes and a temporary run-off pond for street runoff, subject to receipt of the signed final map, all fees, and other required items prior to July 6, 2019, as presented.**

- (9) **Authorize the City Manager or his designee to sign a contract amendment with Krazan of Fresno, CA in the amount of \$64,950.00 for additional material testing services on the O Street Improvements Project between Bardsley Avenue and Pleasant Avenue, Project EN0076. [Submitted by: J. Funk]** EN0076 is a street and utility improvement project on O Street between Bardsley Avenue and Pleasant Avenue. The O Street Improvement Project includes ADA compliant improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, the project addresses necessary water, sewer, and storm drain improvements within the Bardsley Avenue to Pleasant Avenue limits. The need for the project was identified through the City's Pavement Management System as well as a review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

During the course of constructing underground utilities (water, sewer, storm drain), and surface improvements (street and concrete) associated with the O Street Improvement Project, it is necessary to perform materials testing to ensure compliance with plans, specifications, and City and Caltrans standards. Formal reports showing test results are prepared to meet Caltrans' requirements and for City review, inspector use, and record keeping.

A Request for Proposals for on-call geotechnical and materials testing services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list of prequalified geotechnical and materials testing consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

Krazan is included on the list of qualified consultants and on June 7, 2018, the BPU approved a proposal and scope of work from Krazan to perform materials

testing services on the O Street project. The services rendered are based on a time and material fee estimate with a budget of \$54,125.00 approved. Krazan, having recently completed a similar project, used that knowledge to prepare the original estimate. However, as of the end of March, the O Street Project was approximately 60% complete and Krazan had reached their approved contract amount. Krazan has reviewed their scope of services to date and has projected a revised budget of \$119,075.00. The revised budget amount is based on the work to be performed and the level of inspection the City has required to date. Originally, the City's own budget for the material testing services was in the range of \$100,000 so Krazan's revised fee estimate is in line with our original expectations.

Specifically, the increase requested by Krazan is \$64,950.00 to complete material testing to the level that has been provided to date. Due to unforeseen conditions during the design phase, the City added construction work to the contract which required additional material testing. Such work consisted of additional underground pipeline work at Mariposa Street and Kern Avenue, the exchange of aggregate base material for native material to facilitate the full depth rehabilitation work and minimize the need to import and export material, and the discovery of an unknown buried material. Finally, Krazan originally based their estimate on their assumption of the City's Contractor's anticipated method of construction. Unfortunately, the contractor's means and methods on this project varied from Krazan's assumptions. This had some effect on the amount of testing and number of trips needed. Now knowing how the contractor has and intends to operate, Krazan has been able to better anticipate the level of expected services and related costs.

The previously approved material testing contingency is insufficient to cover the total of the request. However, adequate funding is available within the overall construction budget to cover these costs. No additional funding is required at this time. These changes are being brought to the Board for approval because they exceed the amount previously designated for approval by City Staff. **Staff recommends Council authorize the City Manager or his designee to sign a contract amendment with Krazan of Fresno, CA in the amount of \$64,950.00 for additional material testing services on the O Street Improvements Project between Bardsley Avenue and Pleasant Avenue, Project EN0076, as presented.**

- (10) Authorize the City Manager to sign contracts related to City Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount; and approve the revised project scope and budget. [Submitted by: M. Miller]**

(a)	Yarbs Grading and Paving, Inc.:	\$ 5,264,066.07
(b)	Lane Engineers:	\$ 115,500.00
(c)	NV5:	\$ 111,683.00
(d)	4Creeks:	\$ 225,600.00

This project is a street and utility improvement project on Sacramento Street between Bardsley Avenue and Pleasant Avenue; and Maple Avenue between Sacramento Street and E Street. The project will reconstruct the street section and will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it addresses necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

(a) Construction Contract: *Yarbs Grading & Paving, Inc.*

On April 11, 2019, six (6) bids were opened for the subject contract. The Engineer's Estimate for this project was \$4,941,000. The bids ranged in cost from \$5,264,066.07 to \$5,744,272.00. The bids were evaluated to determine if they were responsive to the requirements and instructions contained in the bid documents. Ultimately, Yarbs Grading and Paving, Inc. of Fresno, CA submitted the lowest responsive bid in the amount of \$5,264,066.07. Yarbs Grading and Paving, Inc. possesses a current and active Class "A" General Engineering Contractor's license issued by the State of California, and has submitted a list of licensed and experienced subcontractors who will be performing portions of the work. Bid opening results are attached.

(b) Construction Surveying & Staking: *Lane Engineers*

During the course of constructing street, water, sewer, storm drain, and concrete improvements associated with this project, it will be necessary to provide the contractor with necessary staking to locate the proposed improvements. As a professional service, performed by a licensed engineer, these services cannot be included in a low-bid construction contract, and therefore cannot be performed by the contractor.

A Request for Proposals for on-call construction surveying services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list

of prequalified construction surveying consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

Lane Engineers of Tulare, CA is included on the list of pre-qualified on-call construction surveying consultants and demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. Lane Engineers has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$115,500. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

(c) Materials Testing: NV5

During the course of constructing street, water, sewer, storm drain, and concrete improvements associated with this project, it will be necessary to perform materials testing to ensure compliance with City standards.

A Request for Proposals for on-call geotechnical and materials testing services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list of prequalified geotechnical and materials testing consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

NV5 of Bakersfield, CA is included on the list of pre-qualified on-call geotechnical and materials testing consultants and has demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. NV5 has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$111,683.00, in accordance with the provisions of their previously approved on-call contract. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

(d) Construction Inspection: 4Creeks

It will be necessary to perform inspection of the street, water, sewer, storm drain, and concrete improvements associated with this project to ensure compliance with City standards and contract requirements.

A Request for Proposals for on-call construction management, resident engineer and inspection services was issued on June 7, 2017. Three (3) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all three (3) firms were recommended for inclusion on the list of prequalified construction management, resident engineer and inspection consultants. On August 15, 2017, the City Council approved this list of three (3) consultants.

Due to a current City employee work related medical leave, a proposal from one of the approved on-call consultants was requested to augment City Staff and perform the duties of its Public Works Inspector.

4Creeks of Visalia, CA is included on the list of pre-qualified on-call construction management, resident engineer and inspection consultants and has demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. 4Creeks has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$225,600.00, in accordance with the provisions of their previously approved on-call contract. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

Due to the inclusion of funding from various utility funds on this project, these contracts were also submitted to the Board of Public Utilities for review and approval at its May 2, 2019 regular meeting.

Staff recommends Council authorize the City Manager to sign contracts related to City Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount; and approve the revised project scope and budget, as presented.

- (11) Receive, review, and file the Monthly Investment Report for March 2019. [Submitted by: D. Thompson] The investment report for the period ending March 2019 is submitted for review and acceptance. Staff recommends Council accept the March 2019 Investment Report as presented.**

- (12) **Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-011 located in the 300 Block of M Street (“Property”) to All Valley Housing Inc. in the amount of \$45,000.00 with an 18-month time frame for development and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes. [Submitted by: S. Bonville]** The City Council of the City of Tulare (“City”) in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency (“RDA”) properties offered for sale by the Successor Agency (“Agency”) as part of the City Long Range Property Management Plan (“LRPMP”) and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. Two (2) proposals with offers of development were received for this parcel. All Valley Housing Inc. and LifeStar Ambulance. Both were for the purchase price of \$45,000.00. LifeStar’s proposal was for only two (2) of the four (4) properties, whereas All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643. **Staff recommends Council approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-011 located in the 300 Block of M Street (“Property”) to All Valley Housing Inc. in the amount of \$45,000.00 with an 18-month time frame for development and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes, as presented.**

- (13) **Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-012 located in the 300 Block of N Street (“Property”) to All Valley Housing Inc. in the amount of \$45,000.00 with a 24-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes. [Submitted by: S. Bonville]** The City Council of the City of Tulare (“City”) in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency (“RDA”) properties offered for sale by the Successor Agency (“Agency”) as part of the City Long Range Property Management Plan (“LRPMP”) and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

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proposal was for only two (2) of the four (4) properties, whereas All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643. **Staff recommends Council approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-012 located in the 300 Block of N Street (“Property”) to All Valley Housing Inc. in the amount of \$45,000.00 with a 24-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes, as presented.**

- (14) **Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-016 located in the 300 Block North N Street (“Property”) to All Valley Housing Inc. in the amount of \$41,250.00 with a 36-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes. [Submitted by: S. Bonville]** The City Council of the City of Tulare (“City”) in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency (“RDA”) properties offered for sale by the Successor Agency (“Agency”) as part of the City Long Range Property Management Plan (“LRPMP”) and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. One (1) proposal with offers of development was received for this parcel, from All Valley Housing Inc. for the purchase price of \$41,250. All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643. **Staff recommends Council approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-016 located in the 300 Block North N Street (“Property”) to All Valley Housing Inc. in the amount of \$41,250.00 with a 36-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes, as presented.**

- (15) **Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-017 located in the 300 Block North O Street (“Property”) to All Valley Housing Inc. in the amount of \$41,250.00 with a 12-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes. [Submitted by: S. Bonville]** The City Council of the City of Tulare (“City”) in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency (“RDA”) properties offered for sale by the Successor Agency (“Agency”) as part of the City Long

Range Property Management Plan (“LRPMP”) and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. One (1) proposal with offers of development was received for this parcel, from All Valley Housing Inc. for the purchase price of \$41,250. All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643. **Staff recommends Council approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-017 located in the 300 Block North O Street (“Property”) to All Valley Housing Inc. in the amount of \$41,250.00 with a 12-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes, as presented.**

- (16) **Adopt Resolution19-16 authorizing the City Manager to accept a Grant from the State Off-Highway Motor Vehicle (OHMV) Division for Cycle Park operating expenses not to exceed \$359,764.00 for the year 2019 and to sign all applicable paperwork related to application of the grant. [Submitted by: S. Bonville]** A lease agreement with TEMMERMAN CORP (“Operator”) aka DT1 MX Cycle Park was entered into for the operation of the Tulare Cycle Park on January 1, 2019.

A request has been made by the operator and approved by the OHMV for a Grant in the amount not to exceed \$359,764.00, for reimbursement of a portion of its operating expenses for the year 2019 which requires the City to administer as a Grant sponsor.

The City will administer the Grant in accordance with the Grant Partnership Agreement (Agreement) authorized by resolution on 10/21/2014 and will charge a 4% administrative service fee as agreed as sponsor. **Staff recommends Council adopt Resolution19-16 authorizing the City Manager to accept a Grant from the State Off-Highway Motor Vehicle (OHMV) Division for Cycle Park operating expenses not to exceed \$359,764.00 for the year 2019 and to sign all applicable paperwork related to application of the grant, as presented.**

- (17) **Authorize the City Manager to execute all necessary documents on behalf of the City for a new Lease Agreement for a portion of the Meitzenheimer building at 830 South Blackstone to the Tulare County Office of Education. [Submitted by: S. Bonville]** The City currently has a lease with Tulare County Office of Education for approximately 1060 square feet in the Meitzenheimer building at 830 South Blackstone that expires June 30, 2019.

The current lease rate of \$650.00 per month includes all utilities and an unoccupied outdoor space that is going unused. The proposed new lease will be at \$669.50.

The new Lease will be for one (1) year with a one (1) year renewal option with an annual 3% rent adjustment.

The lease terms conform to City Real Property Management Policies and Procedures adopted January 3, 2012. **Staff recommends Council authorize the City Manager to execute all necessary documents on behalf of the City for a new Lease Agreement for a portion of the Meitzenheimer building at 830 South Blackstone to the Tulare County Office of Education, as presented.**

- (18) **Reject the liability claim for damages filed by James Kelly on April 10, 2019. [Submitted by: J. Avila]** On April 10, 2019, James Kelly (former Tulare Police Corporal) filed a liability claim for damages relating to the release of a confidential personnel report in which he was a witness (the McGinness report) to members of the public by Councilmember Carlton Jones. The claim alleges a violation of Mr. Kelly's rights under the Public Safety Officers Procedural Bill of Rights. The claim is for damages including, but not limited to economic loss, general damages, pain and suffering, and legal fees. The amount of total damages claimed by Mr. Kelly is over \$10,000. **Staff recommends Council reject the liability claim for damages filed by James Kelly on April 10, 2019, as presented.**
- (19) **Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Rosa Cuevas for severe injuries and emotional distress as a result of an officer-involved shooting. [Submitted by: J. Avila]** On April 19, 2019, the City received a claim for damages form filed by Attorney Stanley Goff on behalf of Rosa Cuevas. Ms. Cuevas was a passenger in a vehicle driven by the suspect in an officer involved shooting on December 9, 2018, where our K-9 Officer Bane was killed and one of our officers was shot. The claim is for severe injuries and emotional distress. The claim has been filed with our RMA (Central San Joaquin Valley Risk Management Authority). The City's claim's adjuster has recommended that the claim be rejected and staff be directed to notify the claimant's attorney through a Notice of Rejection of Claim. **Staff recommends Council reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Rosa Cuevas for severe injuries and emotional distress as a result of an officer-involved shooting, as presented.**

- (20) **Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Leticia Tuggle-Nelsen for wrongful death of her son and severe emotional distress. [Submitted by: J. Avila]** On April 19, 2019, the City received a claim for damages form filed by Attorney Stanley Goff on behalf of Letitia Tuggle-Nelsen. Ms. Tuggle-Nelsen's son lost his life in an officer involved shooting on December 9, 2018, where our K-9 Officer Bane was killed and one of our officers was shot. The claim is for wrongful death of her son and severe emotional distress. The claim has been filed with our RMA (Central San Joaquin Valley Risk Management Authority). The City's claim's adjuster has recommended that the claim be rejected and staff be directed to notify the claimant's attorney through a Notice of Rejection of Claim. **Staff recommends Council reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Leticia Tuggle-Nelsen for wrongful death of her son and severe emotional distress, as presented.**

VI. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) **Plaque Presentation to Roxanne Yoder, Chief Deputy City Clerk, on obtaining the International Institute of Municipal Clerk's designation as Certified Municipal Clerk by Fresno City Clerk Yvonne Spence, MMC and Mentor and CMC Pinning by Mayor Jose Sigala.**
- (2) **Proclamation presentation regarding the 50th Anniversary of Municipal Clerks Week, May 5 through 11, 2019.**
- (3) **Proclamation presentation regarding National Travel & Tourism Week, May 5 through 11, 2019.**
- (4) **Proclamation presentation regarding National Small Business Week, May 5 through 11, 2019.**
- (5) **Proclamation presentation regarding National Police Week, May 12 through May 18, 2019.**
- (6) **Proclamation presentation regarding Salvation Army Week, May 13 through May 19, 2019.**

VII. MAYOR'S REPORT

VIII. STUDENT REPORTS

IX. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) Public Hearing:

- a. Public Hearing to pass-to-print Ordinance 19-01 adopting amended Section 9.12.010 of Chapter 9.12 of the City Code of Tulare entitled and pertaining to “Prima Facie Speed Limits”. [Submitted by: M. Miller]**
Please refer to the attached staff report and excerpts from the F Street Speed Zone Study prepared by Peters Engineering Group. A copy of the proposed Ordinance amending the City’s established speed limits to include the posting of a 25-mph speed limit on the segment of F Street between Tulare Avenue and Cross Avenue is also attached. **Staff recommends Council pass-to-print Ordinance 19-01 adopting amended Section 9.12.010 of Chapter 9.12 of the City Code of Tulare entitled and pertaining to “Prima Facie Speed Limits”, as presented.**

(2) Engineering/Project Management:

- a. Provide City Staff with clarification and direction regarding any additions or final modifications to the proposed Capital Improvements Projects Budget for Fiscal Years (FY) 2019-2024. [Submitted by: N. Bartsch]** At the Projects Budget Workshop held on April 23, 2019, a list of proposed projects for FY 2019-2024 was presented to the City Council and the Board of Public Utilities. The scopes of the transportation and utility infrastructure improvement projects were presented, in addition to a list of the General Fund Capital Improvement projects. During this presentation, it was noted that some available transportation and utility funding is currently projected in FY 2022/23 and 2023/24. The City Council and Board of Public Utilities were provided with a list of potential projects to utilize this funding and were asked if there were any other projects or priorities that they would like City Staff to review.

The City Council and Board of Public Utilities appeared to be in agreement with the list of proposed projects, but it was not clear if there was a consensus to add any of the proposed projects to the program.

Pursuant to Government Code (G.C.) 65401, this list of projects will be presented to the Planning Commission for review for conformity to the City’s General Plan. In order to meet the current schedule for Budget adoption, this is currently planned to be presented to the Planning Commission at their

regularly scheduled meeting on May 13, 2019. Therefore, any desired changes to the list of projects or scopes would need to be incorporated prior to this presentation. **Staff recommends Council provide City Staff with clarification and direction regarding any additions or final modifications to the proposed Capital Improvements Projects Budget for Fiscal Years (FY) 2019-2024, as requested.**

(3) City Manager:

- a. Council Member Nunley confirm appointment of Jose Ruiz-Salas to the Measure I Citizen Oversight Committee vacancy. [Submitted by: R. Hunt]** There is a vacancy on the Measure I Citizen Oversight Committee. This appointment is made by District 5 - Council Member Nunley.

Jose Ruiz-Salas, new applicant, has expressed interest in the Measure I Citizen Oversight Committee.

The Measure I Citizen Oversight Committee, established May 16, 2017, consists of five members appointed by each of the five City Council Members, to, once established, serve four-year terms. The Committee will meet twice annually, once to be briefed on the annual budget (mid-year) and again to review the Annual Audit Report, specific to Measure I. Members must live in Tulare.

One vacancy, to be appointed by District 5 - Council Member Nunley, exists on the Measure I Citizen Oversight Committee, (1) for a term ending December 31, 2020. **Staff recommends Council Member Nunley confirm appointment of Jose Ruiz-Salas to the Measure I Citizen Oversight Committee vacancy, as requested.**

- b. Homeless Ad Hoc Committee Report for discussion and direction regarding City/County Partnership for HOPE Team Project. [Submitted by: R. Hunt]** No written report.
- c. Discussion and direction regarding a request from the Homeless Ad Hoc Committee on the allocation of the remaining balance of the 18/19 Social Services Fund (approx. \$14,000.00). [Submitted by: R. Hunt]** No Written Report.

X. COUNCIL/STAFF UPDATES, REPORTS OR ITEMS OF INTEREST – GC 54954.2(3)

XI. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

- (1) 54957(b) PUBLIC EMPLOYEE APPOINTMENT - Title: City Manager [Submitted by: J. Avila]

XII. RECONVENE CLOSED SESSION

XIII. CLOSED SESSION REPORT (if any)

XIV. ADJOURN REGULAR MEETING

**ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE**

April 16, 2019

A regular session of the City Council, City of Tulare was held on Tuesday, April 16, 2019, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos, Carlton Jones, Greg Nunley,

COUNCIL ABSENT: Terry Sayre

STUDENTS ABSENT: Greg Garcia, Alex Arroyo

STAFF PRESENT: Rob Hunt, Mario Zamora, Janice Avila, Wes Hensley, Luis Nevarez, Steve Bonville, Traci Myers, Brian Beck, Trisha Whitfield, Nick Bartsch, Roxanne Yoder

I. CALL TO ORDER REGULAR SESSION

Mayor Sigala called the regular meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE AND INVOCATION

Community Development Deputy Director Traci Myers led the Pledge of Allegiance and an invocation was given by Chamber CEO Donnette Silva-Carter.

III. CITIZEN COMMENTS

Mayor Sigala requested those who wish to speak on matters not on the agenda within the jurisdiction of the Council, or to address or request a matter be pulled from the consent calendar to do so at this time. He further stated comments related to general business matters would be heard at the time that matter is addressed on the agenda.

Donnette Silva-Carter, Chamber CEO invited Council to the new Escape Room in Tulare and introduced Leadership Tulare participants.

Euler Torrez addressed the Council regarding the upcoming Viva Tulare Street Fair beginning May 3.

James Province addressed the Council regarding the upcoming National Police Week May 12 – 18, 2019.

IV. COMMUNICATIONS

There were no items for this section of the agenda.

V. CONSENT CALENDAR:

It was moved by Council Member Nunley, seconded by Council Member Jones and carried 4 to 0 (Council Member Sayre absent) that the items on the Consent Calendar be approved as presented with the exception of item(s) 4, 7, 8, 9 & 10.

- (1) Authorization to read ordinances by title only.**
- (2) Approve minutes of April 2, 2019 special/regular meeting. [Submitted by: R. Yoder]**
- (3) Approve a request by Vice Mayor Mederos to reimburse the Economic Development Assistance Fund in the amount of \$650 from the discretionary portion of his travel funds 001-4010-2416, as allowed per policy adopted by Resolution 18-02. [Submitted by: R. Hunt]**
- (4) Accept the required public works improvements for the Quail Creek No. 5 Subdivision located west of Morrison Street, south of East Bardsley Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [Submitted by: M. Miller]** Council Member Nunley pulled the item to recuse himself due to a business conflict and left the room. With no discussion it was moved by Council Member Jones, seconded by Vice Mayor Mederos and carried 3 to 0 (Council Member Sayre absent; Council Member Nunley recused) to approve the item as presented.
- (5) Conditionally approve the final map and subdivision improvement agreement for Phase 1 of the Kensington Estates subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to June 15, 2019. [Submitted by: M. Miller]**
- (6) Adopt Resolution 19-13 authorizing the City Manager or designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork. [Submitted by: S. Bonville]**
- (7) Reject the liability claim for damages filed by Jacob Adney on April 5, 2019. [Submitted by: J. Avila]**
- (8) Reject the liability claim for damages filed by Jerod M. Boatman on April 4, 2019. [Submitted by: J. Avila]**

- (9) Reject the liability claim for damages filed by Fred Ynclan on April 4, 2019. [Submitted by: J. Avila]**

Items 7, 8 & 9 were pulled at the request of City Attorney Zamora due to a legal issue that requires additional research. These items will be reagendaized for the April 23 special meeting.

- (10) Reject the liability claim for damages filed by Attorney James H. Wilkins on behalf of Greg Nunley, Great Valley Builders, et. al. [Submitted by: J. Avila]** Council Member Nunley pulled the item to recuse himself due to being the claimant and left the room. Vice Mayor Mederos requested discussion on the item. City Attorney Zamora commented on the law regarding 1090 violations. Following discussion, it was moved by Council Member Jones, seconded by Vice Mayor Mederos and carried 3 to 0 (Council Member Sayre absent; Council Member Nunley recused) to reject the claim as presented.

VI. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

VII. MAYOR'S REPORT

- (1) Consideration to establish an ad hoc committee for the upcoming visit of the Mayor of Inverell Shire Council, Australia, Tulare's Sister City during June 29 through July 1, 2019 and identify available funding to be utilized toward welcoming and touring during said visit, authorizing any necessary budget transfers. [Requested by: J. Sigala]** Mayor Sigala provided a brief report for the Council's review and consideration. Vice Mayor Mederos and Mayor Sigala expressed interest in serving on the ad hoc committee. Following discussion and comments it was moved by Mayor Sigala, seconded by Vice Mayor Mederos and carried 4 to 0 (Council Member Sayre absent) to form the committee and allocate \$200 from each travel budget for a total of \$1,000 toward the upcoming visit.

VIII. STUDENT REPORTS

IX. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) Community Development:

- a. Review and adoption of Resolution 19-14 adopting the City of Tulare's Program Year 2019-2020 Community Development Block Grant (CDBG) Annual Action Plan and Program Year 2018-2019 Annual Action Plan Amendment and provide direction to staff for the submission of the final reports to Housing and Urban Development (HUD). [Submitted by: T.**

Myers] Community Development Deputy Director Traci Myers provided a report for the Council's review and consideration. Following discussion, it was moved by Vice Mayor Mederos, seconded by Mayor Sigala and carried 4 to 0 (Council Member Sayre absent) to adopt Resolution 19-14 as presented.

(2) City Manager:

- a. **Approve a request to allocate \$3,000 from the Social Service Fund as the City of Tulare's cost share to Tulare County Task Force on Homelessness for the purposes of hiring HomeBase to prepare a 10-year strategic plan. [Submitted by: R. Hunt]** Interim City Manager Rob Hunt provided a report for the Council's review and consideration. With no discussion, it was moved by Council Member Jones, seconded by Council Member Nunley and carried 4 to 0 (Council Member Sayre absent) to approve the item as presented.
- b. **Provide clarification of attendees for the International Council of Shopping Centers ("ICSC") RECon event in Las Vegas, Nevada, May 19 – 22, 2019. [Submitted by: R. Hunt]** Mayor Sigala provided a clarification that at the meeting of March 5, 2019, that the Mayor be the only member to attend. Discussion ensued. Staff was directed to reagendaize this matter for the special meeting of April 23.

X. COUNCIL/STAFF UPDATES, REPORTS OR ITEMS OF INTEREST – GC 54954.2(3)

Mayor Sigala sought support to place an item on the May 7 agenda in recognition of National Police Week May 12 – 18, 2019, with no objection made, staff was directed to place the item on the May 7 agenda.

XI. ADJOURN REGULAR MEETING

Mayor Sigala adjourned the regular meeting at 8:25 p.m.

President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

**ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE**

April 23, 2019

A joint session of the City Council and Board of Public Utilities, City of Tulare was held on Tuesday, April 23, 2019, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos, Terry Sayre, Carlton Jones^{6:08 p.m.}

COUNCIL ABSENT: Greg Nunley

BPU PRESENT: Jim Pennington, Howard Stroman, Tom Griesbach, Chris Harrell

STAFF PRESENT: Rob Hunt, Mario Zamora, Janice Avila, Wes Hensley, Luis Nevarez, Steve Bonville, Josh McDonnell, Michael Miller, Darlene Thompson, Trisha Whitfield, Nick Bartsch, Roxanne Yoder

I. CALL TO ORDER JOINT MEETING

Mayor Sigala and Board President Pennington called the joint meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor Sigala led the Pledge of Allegiance.

III. CITIZEN COMMENTS

Mayor Sigala requested public comment.

No public comment presented.

**IV. CAPITAL IMPROVEMENT PROJECT BUDGET REVIEW PRESENTATION
GENERAL DISCUSSION AND RECEIVE DIRECTION RELATED THERETO**

Interim City Manager Rob Hunt provided a brief report for the Council's review and consideration and introduced Finance Director Darlene Thompson who provided a PowerPoint presentation related to Fund 601. Mr. Hunt reported on Fire Facilities Fund 210. General Services Director Steve Bonville provided an update on Fleet Services Fund 004 and Airport Fund 605. IT Manager Jason Bowling provided an update on Technology Fund 603. Public Works Director Trisha Whitfield provided an update for the Board and Council's review and consideration of Water Fund 610, Groundwater Fund 027, Water Supply Facility Fund 260, Sewer/Wastewater Fund 615, Surface Water/Storm Drain Fund 647 and Solid Waste Fund 612.

Staff responded to questions and comments posed by the Board and Council.

Senior Project Manager Nick Bartsch provided an update and addressed questions posed by the Council regarding the 17-19 Completed Transportation & Utility Projects, proposed 19-24 Transportation & Utility Projects, Fund 643, funding assumptions, annual transportation, maintenance projects, current projects, proposed potential projects and next steps. Council requested staff to look at an item to identify funding for a city-wide study to calm traffic and address safety issues related thereto.

With no further discussion, Council by consensus directed staff to move forward as presented.

V. ADJOURN JOINT MEETING AND REMAIN SEATED AS THE TULARE CITY COUNCIL

Mayor Sigala and Board President Pennington adjourned the joint meeting at 7:40. Mayor Sigala advised of remaining seated as the Tulare City Council.

VI. CALL TO ORDER SPECIAL GENERAL BUSINESS SESSION

Mayor Sigala called to order the Special General Business Session at 7:45 p.m. and asked for public comment.

Sheri Hayes addressed the Council regarding safety and accessibility of the street conditions at 241 S. Silva.

Robert & Michelle Duran and other residents addressed the Council regarding traffic concerns in their neighborhood specific to speeding vehicles.

VII. GENERAL BUSINESS

(1) Engineering/Project Management:

- a. **Receive a list of proposed projects to be funded through Senate Bill No. 1 (SB 1) revenues; and adopt Resolution 19-15, which includes the 2019/20 Road Maintenance and Rehabilitation Account (RMRA) funds in the City's 2019/20 Capital Improvements Projects program budget and identifies a list of proposed projects that will utilize those funds. [Submitted by: N. Bartsch]** Senior Project Manager Nick Bartsch provided a report for the Council's review and consideration. With no discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 4 to 0 (Council Member Nunley absent) to approve the item as presented.

(2) City Manager:

- a. **Clarification and selection of attendee(s) to represent the City of Tulare at the ICSC ReCon event scheduled for May 19 – 22, 2019, in Las Vegas, Nevada. [Submitted by: Per Council direction]** Following discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 4 to 0 (Council Member Nunley absent) to send Mayor Sigala and Council Member Jones to ICSC as noted.

(3) Human Resources/Risk Management:

- a. **Reject the liability claim for damages filed by Jacob Adney on April 5, 2019. [Submitted by: J. Avila]**
- b. **Reject the liability claim for damages filed by Jerod M. Boatman on April 4, 2019. [Submitted by: J. Avila]**
- c. **Reject the liability claim for damages filed by Fred Yncian on April 4, 2019. [Submitted by: J. Avila]** Council Member Jones recused himself and left the room at the suggestion of City Attorney Mario Zamora, as he is named in the claims. With no discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 3 to 0 (Council Member Jones recused, Council Member Nunley absent) to reject the claims in items a, b and c, as requested.

VIII. CALL TO ORDER CLOSED SESSION

Mayor Sigala called to order closed session at 8:25

IX. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

Mayor Sigala adjourned to closed session at 8:25 p.m. for those items as stated by City Attorney Mario Zamora. Council Member Jones left the meeting at 8:25 p.m.

- (a) 54957(b)(1) – Public Employment/Appointment: City Manager
- (b) 54956.9(d)(2) Conference with Legal Counsel – Anticipated Litigation (1) no further facts to state [Submitted by: M. Zamora]

X. RECONVENE CLOSED SESSION

Mayor Sigala reconvened from closed session at 10:31 p.m.

XI. CLOSED SESSION REPORT (if any)

Mayor Sigala advised there were no reportable actions.

XII. ADJOURN SPECIAL SESSION

Mayor Sigala adjourned the special meeting at 10:31 p.m.

President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the cancellation of Tulare City Council meeting scheduled for Tuesday, May 21, 2019, due to the lack of a quorum and schedule a special meeting for Tuesday, May 14, 2019, beginning at 6 p.m.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Due to three Council Members having conflicts in their schedules (Mayor Sigala and Council Member Jones attending ICSC in Las Vegas; and Council Member Sayre attending a CalChamber Legislative Summit in Sacramento) staff requests Council formally cancel the meeting of May 21 and formally schedule May 14 as a special meeting. Although this is typically an administrative matter, this request will provide for greater transparency to the public of the change in meeting schedule.

STAFF RECOMMENDATION:

Approve the cancellation of Tulare City Council meeting scheduled for Tuesday, May 21, 2019, due to the lack of a quorum and schedule a special meeting for Tuesday, May 14, 2019, beginning at 6 p.m.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Roxanne

Title: Chief Deputy City Clerk

Date: April 26, 2019

City Manager Approval: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other* None

AGENDA ITEM:

Confirm the Mayor’s appointment of Ray Fonseca to the Board of Public Utilities vacancy for a term ending December 31, 2021.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Board of Public Utilities (BPU) was established by the Tulare City Charter and is charged with the responsibility to regulate and manage the utility divisions of the city. Those divisions include Solid Waste (refuse collection and street sweeping), Water, Sewer and Wastewater. This five-member Board is appointed by the City Council for four-year terms. The Board meets at 4:00 p.m. on the first and third Thursday of each month in the City Council Chambers at 491 North M Street.

A vacancy notice was posted on the City Kiosk and on the City’s website. An applicant is appointed by the Mayor and confirmed by majority vote of the Council per City Charter.

The Board of Public Utilities (BPU) has one vacancy whose term expires December 31, 2021.

Ray Fonseca, new applicant, has expressed interest in the Board of Public Utilities vacancy.

STAFF RECOMMENDATION:

Confirm the Mayor’s appointment of Ray Fonseca to the Board of Public Utilities vacancy for a term ending December 31, 2021.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Rob Hunt

Title: City Manager

Date: April 30, 2019

City Manager Approval: _____

BOARD/COMMISSION/COMMITTEE CANDIDATE APPLICATION OFFICE
CITY of TULARE

NAME Ray Fonseca		ADDRESS (must reside or own business within the sphere of influence) 756 N Mahaleb St Tulare CA 93274	
MAILING ADDRESS (if different from above)		EMAIL ADDRESS rayfonseca50@yahoo.com	
WORK PHONE 559-467-9003	HOME PHONE 559-688-7370	YEARS IN TULARE AREA 53	
EMPLOYER Cal Western Transport/Ruan (past) Self employed now			

I would like to be considered for appointment to the following City of Tulare board(s), commission(s) or committee(s) when vacancies occur:

- | | |
|---|---|
| <input type="checkbox"/> Aviation Committee | <input type="checkbox"/> Measure I Citizen Oversight Committee |
| <input checked="" type="checkbox"/> Board of Public Utilities | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Committee on Aging | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Housing & Building Appeals Board | <input type="checkbox"/> Police Department Citizen Complaint Review Board |
| <input type="checkbox"/> Library Board | |

DISCLOSURE: Most of the City's boards and commissions require, by state law, that members file a "Statement of Economic Interest" (conflict of interest/disclosure statement) on an annual basis.

Would you be willing to file such a statement in connection with an appointment?

YES NO

Please provide a brief statement about yourself, background and why you are interested in serving on the above. Attach additional sheet(s) if more space is needed:

I am a long time resident of Tulare. Graduate of Tulare Western High, College of Sequoias, Fresno State, with a BS Degree in Business Finance. Upon graduation, returned to Tulare in 1994 and worked my entire career with Kings County Truck Lines and its affiliates until sold to Ruan in 2006. I continued with Ruan for another 4 years. My wife is a life-long Tularean. We have 5 children, all grown, and 6 grandchildren. We have been, and continue to be, very involved in our community and schools. I have previously served on the Parks and Recreation Board, The board of the International Agri Center. Currently serving on the board of the Lighthouse Rescue Mission, as well as the board of our church, Sunrise Community. Also a board member of our Tulare Kiwanis Club, as well as a past President.

I would welcome your considering me for serving on the Board of Public Utilities for our city.

Date: March 29, 2019 Signature: Ray Fonseca

This application will remain on file for two (2) years from the date of filing or until appointment to a board/commission/committee, whichever occurs first.

Return to: Office of City Clerk, 411 East Kern Ave, Tulare CA 93274 Fax (559) 366-1701

Some of my duties at my places of work:

Kings County Truck Lines:

Accountant/Paymaster, 1975 – 1985

In charge of all payroll, accounts payables, all state and federal reporting of miles and fuel taxes.

Monthly P/L reports.

All union pension and Health & Welfare payments.

Cal Western Transport, Inc.:

Controller, 1985 – 1991

Terminal Manager, 1991 – 1996

Vice President/General Manager, 1996 – 2006

Ruan Transportation:

Vice President – Sales, 2006 – 2008

Director of Finance, Western Region, 2008 – 2009

Director of Customer and Community Relations, 2009 – 2011

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Accept the required public works improvements for Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue east of Devenshire Street as complete, authorize the City Engineer to sign a Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On May 15, 2018, City Council conditionally approved the final map for Phase 1 of the Willow Glen subdivision, which created 59 single family residential lots along the north side of Cartmill Avenue, east of Devenshire Street. The overall Willow Glen subdivision comprises approximately 134 acres consisting of a combination of single-family and multi-family residential lots. The subdivision is being developed in phases.

The Subdivider, Presidio JJR Brighton 115, LLC, has completed construction of all required public works improvements in accordance with the approved plans and specifications for this subdivision.

STAFF RECOMMENDATION:

Accept the required public works improvements for Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue east of Devenshire Street as complete, authorize the City Engineer to sign a Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: April 29, 2019

City Manager Approval: _____

RECORDING REQUESTED BY:

City of Tulare

WHEN RECORDED MAIL TO:

City Clerk
City of Tulare
411 East Kern Avenue
Tulare, CA 93274-4257

**PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED.**

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. **The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, 93274, is the owner of the real property, public works or structure hereinafter described.**
2. **The nature of the title of the stated owner is: In Fee.**
3. **On the 4th day of April, 2019, a work of improvement on real property hereinafter described was completed by Presidio JJR Brighton 115, LLC, the Subdivider of record, whose address is 5607 Avenida De Los Robles, Visalia, CA 93291**
4. **The name of the surety for the work of improvements is SureTec Insurance Company, 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056.**
5. **The real property or public work or structure is described as follows:**

Public Works Improvements for Phase 1 of the Willow Glen subdivision
6. **The public works improvements were accepted as complete by the City Council of the City of Tulare on May 7, 2019.**

Dated: _____

**CITY OF TULARE
A Municipal Corporation,**

By: _____
Michael W. Miller, City Engineer

VERIFICATION:

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2019 at Tulare, California.

By: _____
Michael W. Miller, City Engineer

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute three reimbursement agreements with Presidio JJR Brighton 115, LLC for construction costs associated with Phase 1 of the Willow Glen subdivision that are eligible for reimbursement in accordance with Chapters 8.60 and 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

As part of development of Phase 1 of the Willow Glen subdivision located along the north side of Cartmill Avenue between De La Vina Street and Mooney Boulevard, Presidio JJR Brighton 115, LLC was required to install oversized sewer and water improvements. These included off-site sewer improvements in Cartmill Avenue to connect the development to existing City sewer. The City also requested that the Developer install off-site water main improvements to complete a missing segment of water main in Cartmill Avenue between Hillman Street and a point west of De La Vina Street. Completion of this missing segment of water main will benefit the City's overall water system by creating an additional tie-in point to the new well and storage tank under construction within the Willow Glen subdivision. The extension of both water and sewer mains in Cartmill Avenue between Hillman Street and De La Vina Street is also a component of the City's Cartmill Corridor Project.

A portion of the water and sewer improvements installed by Phase 1 of the Willow Glen subdivision are of a supplemental size and capacity in order to serve regional needs beyond what is required for the development. Costs associated with the supplemental size and capacity are eligible for oversized construction reimbursement in accordance with Chapter 8.64 of the Municipal Code. The attached oversized construction reimbursement agreement identifies the work completed by the Developer that is reimbursable under the City's oversize reimbursement procedures, and specifies that the City will reimburse the developer for their expenditures plus accrued interest as funding becomes available through the City's development impact fee program.

For those portions of the water and sewer improvements that are off-site of the Willow Glen subdivision, the costs associated with the non-oversize component of the improvements are eligible for inclusion in a benefit district refunding agreement in accordance with Chapter 8.60 of the Municipal Code. The attached benefit district refunding agreement identifies the work completed by the Developer that is eligible for inclusion in a benefit district under the City's benefit district refunding policies, and specifies that the City will collect eligible costs on behalf of the developer from benefitting properties as they develop for the term of the agreement.

The attached reimbursement agreement for off-site water main extension identifies the work completed by the Developer at the City's request for the benefit of the City's overall water system. The agreement specifies that the City will reimburse the developer for the non-oversize component of these improvements within 35 days of City Council approval of a Notice of Completion for Phase 1 of the Willow Glen subdivision. Funding will come from a combination of in-lieu fees collected from prior development and Water Funds. The Water Fund will subsequently be reimbursed through payment of front foot fees at the time that benefitting properties develop.

STAFF RECOMMENDATION:

Authorize the City Manager to execute three reimbursement agreements with Presidio JJR Brighton 115, LLC for construction costs associated with Phase 1 of the Willow Glen subdivision that are eligible for reimbursement in accordance with Chapters 8.60 and 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

The oversized construction reimbursement agreement, benefit district refunding agreement, and reimbursement agreement for off-site water main extension have been reviewed and approved as to form by the City Attorney.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

DIF Sewer – Principal / 015-4652-8206
DIF Sewer – Interest / 015-4652-8306
DIF Water – Principal / 010-4610-8206
DIF Water – Interest / 010-4610-8306
Del Lago-Cartmill Ave Sewer In-Lieu Fee / 015-260-053
Cartmill/Vista Del Sol Sewer In-Lieu Fee / 015-260-064
Cartmill Ave/Tierra Del Sol #5 & 6 Water In-Lieu Fee / 010-260-052
Cartmill/Vista Del Sol Water In-Lieu Fee / 010-260-064

Submitted by: Michael Miller

Title: City Engineer

Date: April 29, 2019

City Manager Approval: _____

BENEFIT DISTRICT REFUNDING AGREEMENT

This Agreement is entered into this 23rd day of April, 2019, by and between the CITY OF TULARE, hereinafter referred to as the "CITY", and **PRESIDIO JJR BRIGHTON 115, LLC**, hereinafter referred to as "BENEFICIARY".

WITNESSETH

WHEREAS, said BENEFICIARY has installed street improvements approved by the CITY for **WILLOW GLEN No. 1**, which serves properties other than the BENEFICIARY'S property; and

WHEREAS, Chapter 8.56 of Title VIII of the City Code of Tulare provides in the event that sewer, water, storm drain or street improvements approved by the CITY are installed by a developer or an applicant which serve properties other than the BENEFICIARY'S property and for which benefit districts are to be established by provisions of said code, the CITY shall enter into a Benefit District Refunding Agreement; and

WHEREAS, the CITY has delineated the area which may be served by the facility or improvement and refunding procedures other than a benefit district are not feasible for the BENEFICIARY and the administration of such benefit district will not result in overlapping of benefit districts or areas served by the same type of facility or improvement, and

WHEREAS, benefit districts shall be based on the actual cost of installation which shall be limited to engineering, applicable fees paid to city, county, state, contractor, surety bonding company, and for staking, compaction tests, and interest; and

WHEREAS, the BENEFICIARY has submitted to the CITY the actual costs of installation.

NOW, THEREFORE, be it agreed, by and between the CITY and BENEFICIARY as follows:

- I. The facilities or improvements installed by the BENEFICIARY and its actual principal costs attributable to serving others are as follows:

SEWER FACILITIES

Description	Quantity	Unit Measure	Unit Price	Oversize Cost
Cartmill Ave - Value of 8" Main, < 10' Depth	2,667	l.f.	\$30.65	\$81,744
Cartmill Ave - 48" SSMH, < 10' Depth	9.0	ea.	\$2,862.00	\$25,758
Cartmill Ave - Raise SSMH	9.0	ea.	\$400.00	\$3,600
Cartmill Ave - AC Demolition	11,918	s.f.	\$0.48	\$5,721
Cartmill Ave - Roadway Excavation, Supplemental	532	c.y.	\$9.85	\$5,244
Cartmill Ave - Replace Traffic Signal Loops	1	l.s.	\$25,223.00	\$25,223
Traffic Control, Benefit District Cost Share	1	l.s.	\$18,942.00	\$18,942

Cartmill Ave - SCE Utility Pole Hold	1	I.s.	\$5,413.00	\$5,413
Mobilization, Benefit District Cost Share	1	I.s.	\$12,421.00	\$12,421
Engineering, Surveying, Testing (12%)	1	I.s.	\$22,087.83	\$22,088
Total Cost of Benefitting Sewer Facilities =			\$206,154	

- II. Costs shall be adjusted by annual compounding with a variable interest rate until the 10th year anniversary from the date on this agreement or the date on the city's Notice of Completion, whichever comes last. The interest rate used for each calendar year until the 10th anniversary shall equal the average annual Local Agency Investment Fund (LAIF) rate of return on City of Tulare investments from the previous calendar year. Interest for a portion of a year shall be prorated to the nearest month. Beginning with the 10th anniversary, the cost shall be fixed at its value on the 10th anniversary.
- III. The boundaries of the areas benefited by said facilities or improvements and for which fees are to be collected are delineated on ATTACHMENT A, which is attached hereto and made a part hereof. Said areas shall exclude existing streets, highways, and public ways and shall be based solely on property frontage at the time of the installation of the aforesaid facilities or improvements.
- IV. Refunding from this benefit district shall expire on the 10th anniversary date from the date of the notice of completion unless an extension is granted by the CITY. Upon receipt of a written request for a time extension by the BENEFICIARY together with payment of another benefit district creation fee a minimum of seven (7) days prior to expiration of this benefit district, this benefit district shall be extended an additional 10 years. The number of times this benefit district may be extended shall be unlimited. Benefit district creation fees due with each extension shall be the current fee at the time of extension.
- V. Total reimbursements to the Beneficiary shall not exceed actual principal cost attributable to others together with interest as stated or specified in Sections I and II of this Agreement, respectively. Any surplus monies remaining after the BENEFICIARY has been totally reimbursed or this benefit district has expired without extension whichever is first, shall be expended for construction or reconstruction of the facilities including raising of facilities to grade, or work for which the funds were collected.
- VI. The CITY shall refund to the BENEFICIARY all funds that have been collected for which the beneficiary is eligible for reimbursement by the end of the next calendar quarter after they are collected.
- VII. Reimbursements are to be made by mail to the BENEFICIARY at the following address:

Presidio JJR Brighton 115, LLC
5607 Avenida de los Robles
Visalia, CA 93291

- VIII. The BENEFICIARY Shall not transfer the rights to reimbursements without the express written consent of the CITY after having submitted a signed and notarized written request for said transfer to the City Engineer
- IX. This Agreement represents the entire understanding of the CITY and the BENEFICIARY as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the BENEFICIARY.
- X. If any Section, subsection, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid or ineffective by any Court or tribunal of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

IN WITNESS WHEREOF, this Agreement is executed on the date and year first above written.

City Of Tulare

Presidio JJR Brighton 115, LLC

By _____

By  _____

Title _____

Title OPERATING MANAGER

"CITY"

"BENEFICIARY"

ATTEST:

Deputy City Clerk and Clerk of
the Council of the City of Tulare

APPROVED AS TO FORM:

City Attorney

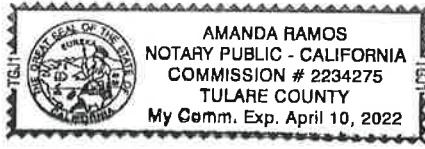
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Tulare)

On APRIL 23, 2019 before me, AMANDA RAMOS, Notary Public, personally appeared JOSEPH A. LEAL 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.
Amanda Ramos
Signature of Notary Public



OVERSIZED CONSTRUCTION REIMBURSEMENT AGREEMENT

This Agreement is entered into this 23rd day of APRIL, 2019, by and between the CITY OF TULARE, hereinafter referred to as the "CITY", and **PRESIDIO JJR BRIGHTON 115, LLC**, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, said DEVELOPER has installed supplemental size, capacity, number, or length of improvements and/or excessive right of way as required by the city as a condition of a development or extension of city facilities for **WILLOW GLEN No. 1**; and

WHEREAS, the provisions of Chapter 8.64 of Title 8 of the City Code of Tulare requires in the event that sewer, water, storm drain or street improvements are installed by a developer or an applicant or right of way is dedicated which contain oversize, the CITY shall enter into a reimbursement agreement for oversize; and

WHEREAS, the DEVELOPER has submitted all anticipated oversized costs to the CITY for review, approval and inclusion into the reimbursement agreement prior to the start of construction; and

WHEREAS, oversize shall be based on the actual cost of installation or the appraised value of right of way. In addition, reimbursement shall be limited to the additional material and equipment costs where a difference of pipe size is involved or for excessive right of way dedications shall be limited to the fair market value based on the zoning at the time the right of way is acquired or first specified as a condition of development approval if applicable, whichever comes first, and land values at the time of acceptance. Further, the costs of engineering, staking, compaction tests, and all fees paid to the city, county or state shall be excluded, except for that portion of the inspection fees attributable to the oversized portion; and

WHEREAS, The CITY shall pay pursuant to Section 66486 of the Government Code an amount attributable to interest on the oversize.

NOW, THEREFORE, be it agreed, by and between the CITY and DEVELOPER as follows:

I. Oversize improvements installed and/or excessive right of way dedicated by the DEVELOPER and their principal costs less any credits given the DEVELOPER against fees due the CITY for installation of these improvements and/or excessive right of way dedicated are as follows:

WATER FACILITIES

Description	Quantity	Unit Measure	Unit Price	Oversize Cost
Cartmill Ave - Upsize from 8" to 12" Main	81	l.f.	\$30.00	\$2,430
Devonshire St - Upsize from 8" to 12" Main	1,256	l.f.	\$26.50	\$33,284
Bolton Ave - Upsize from 8" to 12" Main	1,157	l.f.	\$26.50	\$30,661

Devonshire St - Upsize from 8" to 12" Gate Vales	4	ea.	\$802.00	\$3,208
Bolton Ave - Upsize from 8" to 12" Gate Valves	8	ea.	\$802.00	\$6,416
Engineering, Surveying, Testing	1	l.s.	\$9,120.00	\$9,120
Total Water Facilities Oversize =				\$85,119
Less Development Impact Fee Credits Issued To Date =				\$85,119
Principal Due To Developer =				\$0

SEWER FACILITIES

Description	Quantity	Unit Measure	Unit Price	Oversize Cost
Cartmill Ave - Upsize from 8" to 15" Main, 20' Depth	2,667	l.f.	\$85.05	\$226,828
Cartmill Ave - Replace 8" with 12" Main, 20' Depth	1,979	l.f.	\$108.50	\$214,722
Devonshire St - Upsize from 8" to 10" Main	560	ea.	\$26.60	\$14,896
Cartmill Ave - 15" and 12" Main, Field Modification	1	l.s.	\$75,486.43	\$75,486
Cartmill Ave - Install 48" SSMH, Supplemental Depth	9	ea.	\$5,238.00	\$47,142
Cartmill Ave - Install 48" SSMH, Full Cost	6	ea.	\$8,100.00	\$48,600
Cartmill Ave - Raise 48" SSMH, Supplemental Depth	9	ea.	\$250.00	\$2,250
Cartmill Ave - Raise 48" SSMH, Full Cost	6	ea.	\$650.00	\$3,900
Cartmill Ave - Install 48" SSMH, Supplemental Depth	1	ea.	\$9,637.00	\$9,637
Cartmill Ave - Remove/Dispose of Existing Main	106	l.f.	\$33.00	\$3,500
Cartmill Ave - Remove/Dispose of Existing SSMH	7	ea.	\$1,250.00	\$8,750
Cartmill Ave - AC Demolition	76,300	s.f.	\$0.52	\$39,674
Cartmill Ave - Roadway Excavation, Supplemental	4,651	c.y.	\$9.85	\$45,808
Cartmill Ave - Regrading Block Wall	1,000	l.f.	\$3.85	\$3,850
Cartmill Ave - Regrading Sidewalk	10,000	s.f.	\$1.95	\$19,500
Cartmill Ave - Temporary Paving, 4" AC / 12" CNS	60,000	s.f.	\$4.07	\$244,200
Cartmill Ave - Permanent Paving, 5" AC / 11" AB	22,000	s.f.	\$5.39	\$118,580
Cartmill Ave - C&G Demolition	1,405	l.f.	\$9.96	\$13,994
Cartmill Ave - C&G Reconstruction	1,405	l.f.	\$11.00	\$15,455
Cartmill Ave - Pavement Markings & Striping	1	l.s.	\$33,660.00	\$33,660
Traffic Control, Oversize Cost Share	1	l.s.	\$73,031.00	\$73,031
Cartmill Ave - SCE Utility Pole Hold	1	l.s.	\$19,189.87	\$19,190
Mobilization, Oversize Cost Share	1	l.s.	\$17,979.00	\$17,979
Engineering, Surveying, Testing	1	l.s.	\$156,075.85	\$156,076
Total Sewer Facilities Oversize =				\$1,456,708
Less Development Impact Fee Credits Issued To Date =				\$124,590
Principal Due To Developer =				\$1,332,118

STORM DRAIN FACILITIES

Description	Quantity	Unit Measure	Unit Price	Oversize Cost
Logan Ave - 54" Master Plan Storm Drain	86	l.f.	\$269.00	\$23,134
Logan Ave - 48" Master Plan Storm Drain	158	l.f.	\$224.50	\$35,471
Logan Ave - 42" Master Plan Storm Drain	83	l.f.	\$204.00	\$16,932
Devonshire St - 42" Master Plan Storm Drain	30	l.s.	\$204.00	\$6,120
Logan Ave - 36" Master Plan Storm Drain	142	l.f.	\$163.50	\$23,217
Britannia St - 36" Master Plan Storm Drain	120	l.s.	\$163.50	\$19,620
Logan Ave - 72" SDMH	4	ea.	\$12,468.00	\$49,872
Engineering, Surveying, Testing	1	l.s.	\$20,923.92	\$20,924
Total Storm Drain Facilities Oversize =				\$195,290
Less Development Impact Fee Credits Issued To Date =				\$21,570
Principal Due To Developer =				\$173,720

II. The CITY shall pay interest on the remaining principal at a variable rate compounded annually. The interest rate for each calendar year shall be equal to the average annual Local Agency Investment Fund (LAIF) rate of return on City of Tulare investments from the previous calendar year. Interest for a portion of a year shall be prorated to the nearest month and shall commence from the acceptance date on the notice of completion.

III. Reimbursements are to be made by mail to the DEVELOPER at the following address:

Presidio JJR Brighton 115, LLC
5607 Avenida de los Robles
Visalia, CA 93291

IV. The DEVELOPER shall not transfer the rights to reimbursements without the express written consent of the CITY after having submitted a signed and notarized written request for said transfer to the City Engineer.

V. This Agreement represents the entire understanding of the CITY and the DEVELOPER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the DEVELOPER.

VI. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid or ineffective by any Court or tribunal of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

IN WITNESS WHEREOF, this Agreement is executed on the date and year first above written.

"CITY"

By _____

Title _____

"DEVELOPER"

By  _____

Title OPERATING MANAGER

ATTEST:

Deputy City Clerk and Clerk of
the Council of the City of Tulare

APPROVED AS TO FORM:

City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

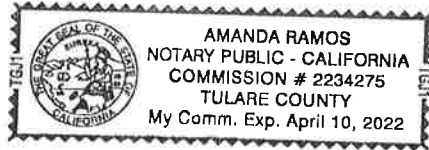
State of California)
County of Tulare)

On APRIL 23, 2019 before me, AMANDA RAMOS, Notary Public, personally appeared JOSEPH A. LEAL 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.

Amanda Ramos
Signature of Notary Public



REIMBURSEMENT AGREEMENT
OFF-SITE WATER MAIN EXTENSION
WILLOW GLEN SUBDIVISION – PHASE 1

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of April 23rd, 2019 by and between THE CITY OF TULARE, a Municipal Corporation and Charter City, hereinafter referred to as the "City", and **PRESIDIO JJR BRIGHTON 115, LLC**, hereinafter referred to as "Developer" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification hereafter.

RECITALS

- A. Developer is developing Phase 1 of the Willow Glen subdivision ("Project") located along the north side of Cartmill Avenue between De La Vina Street and Mooney Boulevard in the City of Tulare; and
- B. Developer is required to construct certain master planned sewer system improvements in Cartmill Avenue between Hillman Street and the eastern limits of the Project to serve the Project's development needs; and
- C. City has identified certain master planned water system improvements in Cartmill Avenue between Hillman Street and De La Vina Street, which while not required to serve the Project, would provide substantial benefit to the City's overall water distribution system; and
- D. City desired to have Developer construct said water system improvements in conjunction with said required sewer system improvements in Cartmill Avenue between Hillman Street and De La Vina Street to complete said water system improvements in the most timely and cost-effective manner, and so as to avoid necessitating future re-work by the City; and
- E. The Tulare City Council authorized a reimbursement agreement between City and Developer for installation of sewer and water system improvements in Cartmill Avenue on April 17, 2018 based upon estimated costs; and
- F. Following completion of construction and subsequent City review and approval of the itemized costs submitted by Developer, City and Developer desire to enter into a reimbursement agreement for the off-site water system improvements installed by the Developer as more fully set forth below in this Agreement.

AGREEMENT

Incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby mutually agree as follows:

1. Work. The parties agree that the Developer constructed the following reimbursable water system improvements in accordance with approved plans and specifications approved by QK, and incorporated herein by this reference (the "Plans"), generally described as follows:
 - a) The installation of 2,065 linear feet of 12" water main in Cartmill Avenue from Hillman Street to existing stubbed line west of De La Vina Street and appurtenant facilities, as shown on the Plans.
 - b) Proportional share of engineering design, construction staking, mobilization and traffic control expenses for those items outlined above.

The foregoing work described in subsections 1 a) and 1 b) above and that work specifically set forth in the Plans are collectively referred to as the "Site Work", it being understood and agreed that in the event of a conflict between the foregoing and the Plans, the foregoing shall control.

2. Site Work Costs. The following costs incurred by Developer in connection with the construction of the Site Work are hereafter referred to as the "Site Work Costs";

Item	Quantity	Units	Unit Price	Total
12" C-900 DR-18 Water Main	2,065	L.F.	\$55.00	\$113,575.00
12" Gate Valve	4	EA.	\$1,790.00	\$7,160.00
6" C-900 DR-18 Water Main	60	L.F.	\$27.00	\$1,620.00
6" Gate Valve	6	EA.	\$756.00	\$4,536.00
6" x 2" Blow-off	6	EA.	\$1,172.00	\$7,032.00
Raise Valve Boxes	10	EA.	\$355.00	\$3,550.00
Tie-Ins	2	EA.	\$3,766.00	\$7,532.00
Engineering, Surveying, Testing	1	L.S.	\$17,401.00	
TOTAL				\$162,406.00

- 3) Reimbursement of Site Work Costs. City agrees to reimburse Developer all approved Site Work Costs related to the installation of the 12" water main as follows:
 - a) City agrees to reimburse Developer for 100% of the Site Work Costs within thirty-five (35) days of City Council approval of a Notice of Completion for Phase 1 of the Willow Glen subdivision.

- b) The obligation of City to make reimbursement payment to the Developer hereunder shall constitute a general obligation of City for which the full faith and credit of City are hereby irrevocably pledged and shall be absolute and unconditional and without condition or contingency beyond the performance by Developer of its obligations to construct the Site Work, as contemplated herein.
- 4) Site Work Completion and Turnover. The date of approval of a Notice of Completion for Phase 1 of the Willow Glen subdivision by City Council, as referenced in Paragraph 3 a) above shall be referred to herein as the "Completion Date". As of the Completion Date, (i) City shall be deemed to have accepted municipal water system improvements, and (ii) Developer shall have no obligation for or liability in relation to the repair, maintenance, operation, replacement, renovation, or restoration of the Site Work or any part thereof.
- 5) Representations and Warranties. City and Developer each make the following representations and warranties to the other: (i) it has the legal power, right, and authority to enter into this Agreement and to perform its obligations hereunder, (ii) all requisite action has been taken and all required consents, approvals, and authorizations have been obtained by it in connection with entering into this Agreement, (iii) no further consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other person or entity is required for it to perform its obligations under Agreement, (iv) the individuals executing this Agreement on its behalf have the legal power, right and actual authority to bind it to the terms and conditions hereof, and (v) upon full execution, this Agreement shall constitute the legal, valid and binding obligations of it, enforceable against it in accordance with its terms, to the extent permitted by law.
- 6) Default and Remedies.
- a) The following shall constitute an event of default ("Event of Default") under the Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or otherwise):
- i. City shall fail to make any payment to Developer required under Paragraph 3 above within thirty-five (35) days after the date the same shall be due; and/or
- ii. A party shall fail to make any action required or meet any of its non-monetary obligations under this agreement within thirty (30) days after the date such party receives from the other party written notice of its failure in such regard.
- b) If an Event of Default occurs, a non-defaulting party may proceed to protect its rights by suit in equity, action at law or other appropriate proceedings, including without limitation, specific performance. All remedies hereunder shall be

cumulative and the failure of a non-defaulting party to enforce any provision of this Agreement at any time shall not be deemed a waiver of any rights hereunder or of subsequent or continuing breaches of that provision. All rights and remedies under this Agreement may be exercised only to the extent permissible under applicable law and all provisions hereunder are intended to be subject to all such laws and to be limited to the extent necessary so that the same will not render the Agreement invalid or unenforceable.

- 7) Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by registered or certified mail, postage prepaid, return receipt required, delivered or sent by telex, telecopy or facsimile, and shall be effective upon receipt at the address set forth below. Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 7.

Developer: Presidio JJR Brighton 115, LLC
5607 Avenida de los Robles
Visalia, CA 93291

City: City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
Attention: City Engineer

- 8) Attorney's Fees. If either Developer or City brings an action, suit or other legal proceeding against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such action or dispute, whether by final judgment, out of court settlement or otherwise, shall be entitled to recover from the other party, in addition to any other relief granted, all costs and expenses of such legal action, including reasonable attorney's fees.
- 9) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Developer and the City with respect to the subject matter hereof, and it may only be amended in writing.
- 10) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be original, and all of which, together, shall constitute one and the same instrument.
- 11) Enforceability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

12) Assignment and Transfer of this Agreement. The Agreement may be assigned and transferred only by execution and delivery by each party hereto of an amendment to this Agreement whereby the assignee of any party hereto assumes and agrees to observe and perform all covenants and obligations of the party making such assignment and the other party hereto accepts the same and releases the party making such assignment from this Agreement.

* * * *

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF TULARE

"DEVELOPER"

A Municipal Corporation

By: _____

Rob Hunt, Acting City Manager

By:  _____

Title: OPERATING MANAGER

ATTEST:

Deputy City Clerk and Clerk of
the Council of the City of Tulare

APPROVED AS TO FORM:

By: _____

City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Tulare)

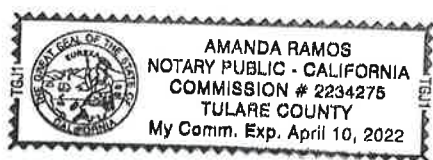
On APRIL 23, 2019 before me, AMANDA RAMOS, Notary Public, personally appeared JOSEPH A. LEAL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.
Amanda Ramos

Signature of Notary Public



AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Accept the required public works improvements Parcel Map 2015-04 by Evaristo and Emma Aguayo located along the west side of "E" Street north of Gail Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On January 19, 2016, City Council conditionally approved tentative parcel map no. 2015-04, which was filed by Evaristo and Emma Aguayo. The parcel map comprised approximately 2.18 acres located along the west side of "E" Street between Russel Drive and Admiral Avenue, and resulted in two single-family residential lots.

Included in the conditions of approval for the parcel map were the installation of a streetlight on the "E" Street frontage, and the construction of a drainage basin on the property for on-site drainage. The applicant requested that construction of these improvements be deferred to coincide with the future building permit of the new single family residence, which was approved by City Council.

The applicant has complied with the requirement to install the streetlight along the project's "E" Street frontage. This completes the required public improvements for the parcel map, allowing for a Notice of Completion for the same to be filed. Construction of the on-site drainage basin can be deferred until time of future building permit.

STAFF RECOMMENDATION:

Accept the required public works improvements Parcel Map 2015-04 by Evaristo and Emma Aguayo located along the west side of "E" Street north of Gail Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: April 29, 2019

City Manager Approval: _____

RECORDING REQUESTED BY:

City of Tulare

WHEN RECORDED MAIL TO:

City Clerk
City of Tulare
411 East Kern Avenue
Tulare, CA 93274-4257

PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. **The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, 93274, is the owner of the real property, public works or structure hereinafter described.**
2. **The nature of the title of the stated owner is: In Fee.**
3. **On the 7th day of May, 2019, a work of improvement on real property hereinafter described was completed by Evaristo and Emma Aguayo, the Subdivider of record, whose address is 1773 North "E" Street, Tulare, CA 93274.**
4. **The Subdivider provided a cash deposit to the City of Tulare as surety for the work of improvements.**
5. **The real property or public work or structure is described as follows:**

Public Works Improvements for Parcel Map No. 5155 in the City of Tulare, County of Tulare, State of California as recorded in Book 52 of Parcel Maps, at Page 62, maintained by the Tulare County Recorder's Office as Document No. 2016-0024722.
6. **The public works improvements were accepted as complete by the City Council of the City of Tulare on May 7, 2019.**

Dated: _____

CITY OF TULARE
A Municipal Corporation,

By: _____
Michael W. Miller, City Engineer

VERIFICATION:

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2019 at Tulare, California.

By: _____
Michael W. Miller, City Engineer

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Conditionally approve the final map and subdivision improvement agreement for Phase 1 of The Greens at Oak Creek subdivision for recordation, and accept all easements and dedications offered to the City, including a Grant of Easement for temporary turnarounds for emergency vehicle purposes and a temporary run-off pond for street runoff, subject to receipt of the signed final map, all fees, and other required items prior to July 6, 2019.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Planning Commission Resolution No. 5248 adopted on August 18, 2017 approved the tentative map for The Greens at Oak Creek subdivision located approximately along the east side of Mooney Boulevard (State Route 63) approximately 1,700 feet north of Tulare Avenue (State Route 137). The overall subdivision comprises approximately 19.5 acres consisting of 88 lots, and is being developed in phases.

Phase 1 of The Greens at Oak Creek subdivision consists of 33 single-family residential lots. Due to the configuration of public streets to be constructed by this phase of the subdivision, the Fire department is requiring that two temporary turnarounds for emergency vehicle purposes be provided until such time as a through street connection is constructed by future phases. Additionally, a temporary pond for street runoff purposes will be required until the additional phases are constructed.

The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council’s conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60-days. Such requests have routinely been accommodated.

A copy of the Resolution No. 5248 and draft final map is attached for reference.

STAFF RECOMMENDATION:

Conditionally approve the map and subdivision final improvement agreement for Phase 1 of The Greens at Oak Creek subdivision for recordation, and accept all easements and dedications offered to the City, including two temporary turnarounds for emergency vehicle purposes and a temporary drainage basin for street runoff, subject to receipt of the signed final map, all fees, and other required items prior to July 6, 2019.

CITY ATTORNEY REVIEW/COMMENTS: **Yes** **N/A**

The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: **Yes** **No** **N/A**

(If yes, please submit required budget appropriation request)

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: May 7, 2019

City Manager Approval: _____

RESOLUTION NO. 5248

FILE COPY

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION
APPROVING TENTATIVE SUBDIVISION MAP 2017-07-
THE GREENS AT OAK CREEK**

WHEREAS, the City of Tulare Planning Commission held a regular meeting on August 28, 2017 to consider a request by Great Valley Land Builders, LLC to subdivide 19.5 acres into an 88-lot single family residential subdivision on property located approximately 1,700 feet north of Tulare Avenue, east of Mooney Boulevard (APN 172-100-001, 172-070-003); and

WHEREAS, the City of Tulare Planning Commission determined that the proposed subdivision map is consistent with applicable Tulare General Plan; and,

WHEREAS, the City of Tulare Planning Commission determined that the design or improvements of the proposed subdivision are consistent with the Tulare General Plan; and,

WHEREAS, the City of Tulare Planning Commission determined that the site is physically suitable for the type of development proposed; and,

WHEREAS, the City of Tulare Planning Commission determined that the site is physically suitable for the proposed density of the development; and

WHEREAS, the City of Tulare Planning Commission determined that the design of the subdivision or the type of improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat; and,

WHEREAS, the City of Tulare Planning Commission determined that the design of the proposed subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision; and,

NOW, THEREFORE, BE IT RESOLVED, the City of Tulare Planning Commission determined that a Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act of 1970 and State CEQA Guidelines; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission of the City of Tulare makes the following specific findings based on the evidence presented:

1. That the proposed location of the Tentative Subdivision Map is consistent with the policies and intent of the General Plan, Zoning Ordinance, and Subdivision Ordinance.
2. That the proposed location of the Tentative Subdivision Map and the conditions under which it would be built or maintained will not be detrimental to the public health, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed Tentative Subdivision Map will be in keeping with existing and future land uses on the site.
4. That an Initial Study was prepared for the project, which disclosed that environmental impacts are determined to be not significant, with mitigation, and that the Mitigated Negative Declaration is hereby adopted (Resolution 5245).

BE IT FURTHER RESOLVED, that the Planning Commission hereby approves Tentative Subdivision Map 2017-07, subject to the following:

- 1) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved tentative map.
- 2) Applicant to comply with conditions as required by the Engineering/Public Works Department, Fire Department, and Recreation, Parks & Library Department.
- 3) Comply with the requirements outlined in the Caltrans letter dated, May 9, 2017.
- 4) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits and prior to the storage of combustible materials on site.
- 5) Final acceptance of the tract shall be contingent upon the subdivider's providing within and/or outside the tract, drainage disposal facilities, as required to receive drainage and dispose for drainage and storm waters from this tract. Said facilities shall be subject to the approval of the Public Works/Engineering Department.
- 6) Six-foot public utility easements shall be granted along all front yards as required for public utilities.
- 7) Final subdivision map shall depict all easements.
- 8) The applicant shall comply with the requirements of the Public Works Director and City Engineer regarding sewage disposal and water supply facilities.
- 9) All lots shall meet the provisions of the applicable zoning district.

- 10) Street names will be consistent with street names approved by the Street Naming Committee, and approved by the Economic & Community Development Director.
- 11) Applicant to record a "Right to Farm" notice on final map.
- 12) Applicant to establish a landscape maintenance district prior to recordation of the final map. All landscape plans within the landscape maintenance district shall be consistent with city standards and approved by the Economic & Community Development Director and/or Community Services Director.
- 13) Applicant shall submit four copies of a landscape and irrigation plan consistent with the City's landscape ordinance.
- 14) A 10-foot block wall is required along the west boundary of the project site, adjacent to Mooney Boulevard. Final block wall design is subject to the Economic & Community Development Director approval.
- 15) Noise buffering in new development along major streets, highways, and railroad tracks is required.
- 16) Applicant shall record a note on final map indicating that all residential lots are subject to a landscape maintenance district pursuant to the Landscape and Lighting Act.
- 17) Applicant to comply with San Joaquin Valley Air Pollution Control District regulations regarding dust control during construction.
- 18) Applicant to comply with San Joaquin Valley Air Pollution Control District Rule 9510 for the final map.
- 19) Recording of the final map is subject to the approval of General Plan Amendment 2017-02 and Zone Amendment No. 720.
- 20) Applicant to comply with all conditions within the MND Mitigation Monitoring and Reporting Program per adopted Resolution 5245.
- 21) Applicant to provide and locate mailbox clusters as approved by the U.S. Postmaster, Tulare.
- 22) Any changes to phase lines or order of phasing is subject to approval from the Community & Economic Development Director and City Engineer.
- 23) The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of

the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later changing such exactions.

- 24) Applicant to provide a retaining wall where ever adjacent lot grades exceed six inches.
- 25) All mitigation measures from the Mitigated Negative Declaration (Resolution 5245) are hereby incorporated as Conditions of Approval.

Engineering:

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later challenging such exactions.

SOILS:

The Subdivider shall submit a preliminary soils report for structural foundation, which shall be prepared by a Registered Civil Engineer based upon adequate soil test borings. Said report shall be submitted to the City Engineer or Chief Building Official.

The Subdivider shall have the soils investigated and make recommendations as to the correct method of trench backfill for the soils encountered in the subdivision so as to assure 90% relative compaction between the select bedding around the pipe to within 2 feet of the subbase. The top 2 feet shall be compacted to 95% relative compaction. Compaction tests are required on all trenches. All soils testing shall be performed at the sole cost of the Subdivider. The Subdivider shall establish an account with a licensed and certified soil-testing firm acceptable to the City Engineer prior to the start of construction for compaction testing of trench backfill and fills. The City shall order and direct all compaction tests.

STREETS:

Street widths shall be as shown on approved tentative map, unless otherwise noted in Attachment "A."

R-Value tests shall be taken for the design of all pavement areas to be constructed by this project. The spacing of said R-Value tests shall not be more than 400 feet apart, per linear foot of paving.

The structural section of all streets shall be not less than the thicknesses shown in Item 1 of Attachment "A," except that a greater thickness may be required by soils test results and engineered structural section calculations. The design of the pavement structural section for streets shall be asphalt concrete over aggregate base materials.

All streets shall have the City standard cross section with curb, gutter and sidewalk.

All utility services shall be placed in the streets prior to paving.

Compaction tests are required on all street subgrades. All soil testing shall be performed at the sole cost of the Subdivider.

Knuckles and transition curves to knuckles shall have 50-foot radii.

The centerlines of all streets shall be the continuations of the centerlines of existing streets, or shall be offset at least two hundred (200) feet.

The centerline curve radius for roadway design shall be a minimum of 250 feet for local streets, 600 feet for collector streets, and 1,200 feet for arterial streets. Provision for a smaller radius shall be subject to the approval of the City Engineer.

Street monuments shall be installed at locations as required by the City Engineer.

Driveway widths and spacing shall conform to City Code requirements.

Side lines of all lots wherever practicable shall be at right angles or radials to the centerline of the street.

Property line radii are to be 20 feet at all street intersections.

The maximum slope adjacent to the back of any public sidewalk shall not exceed 5:1 for the first 5 feet. For Landscape and Lighting Act District parcels, the maximum slope between the back of the sidewalk and the wall or fence shall not exceed 10:1.

Turnarounds are required at all dead end streets, except where refuse pickup on lot frontages does not require the refuse collection vehicle to back up.

A barricade and a 2" x 8" rough redwood header shall be provided at dead end streets. As an option, an additional 1-foot of paving beyond the required limits of paving may be installed in lieu of a redwood header.

In conformance with Section 8.24.040 (A) 7 of the City of Tulare Municipal Code, "each street intersection shall be as near to a right angle as practicable."

If work by the Subdivider or his contractors render any existing City street to be in a condition unacceptable to the City Engineer, or his authorized representatives, said street must be restored to a condition as good as or better than before the development's construction activities began. Said repair work must be completed within 2 weeks of the damage having occurred, or in accordance with a schedule authorized by the City Engineer. Thenceforth, the Subdivider shall maintain the street in its repaired state for the duration of the development's construction activities.

The City shall reimburse the Subdivider for oversize street improvement costs, which are limited to those improvements included in the City's current development impact fee program. These include:

- Asphalt concrete and aggregate base material costs associated with arterial street pave-out widths greater than 20 feet (i.e., Subdivider is responsible for first 20 feet), and/or structural section thicknesses that exceed what would have been required for a collector standard roadway
- Modifications to the median island in Mooney Boulevard (State Route 63)
- Traffic signal improvements

All street improvements for which oversize reimbursement will be requested are subject to review and approval of costs by the City Engineer prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

UTILITY RELOCATIONS AND UNDERGROUNDING REQUIREMENTS:

The Subdivider shall be responsible for all costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements. All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.160 (B) 3 of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the subdivision bonds.

SANITARY SEWERS:

Sanitary sewers shall be installed to City standards.

Sewer laterals shall be installed to the property lines of all lots before the streets are surfaced. Laterals shall be located 8 feet from the centerline of each lot, unless otherwise approved to accommodate driveway approach locations.

All sewer lines shall pass both mandrel and air pressure tests, and shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire sewer line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.

The City shall reimburse the Subdivider for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be

made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

STORM DRAINAGE:

The storm drain layout shall be designed to City standards.

All pipe sizes where necessary shall be adjusted to carry the design flow at the final design slope.

All gutter runs shall be limited to 1000 feet by installing pipe and storm water inlets.

The minimum fall around curb returns shall be 0.3 foot.

All storm drain lines shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire storm drain line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.

The City shall reimburse the Subdivider for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

FIRE HYDRANTS:

Fire hydrants are to be located as required by the Fire Chief and City Engineer.

EASEMENTS:

Easements will be required for all utilities outside of dedicated rights-of-way. Six-foot Public Utility Easements will be required along all street frontages.

The Subdivider shall submit to the City of Tulare a title report for areas outside of the parcel to be developed where easements are to be dedicated for City utilities.

WATER SUPPLY:

Water mains shall be installed to City standards.

Water services shall be installed to the property line of all lots before the streets are surfaced. Services shall be located either 8 feet from the centerline of each lot or 2 feet from property line. The minimum horizontal distance between water services and sewer laterals shall be 10 feet.

The Engineer shall propose locations for water services that will accommodate ultimate driveway approach locations.

Individual 1" polyethy. water services with meter boxes & meter idlers per City standards shall be installed to all single-family residential lots.

The City shall reimburse the Subdivider for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

Pressure, leakage, and purity tests are required on all City water system installations at the sole cost of the Subdivider.

STREET NAMES:

Street names shall be approved by the Director of Planning and Building.

Street name sign posts shall be installed at each intersection as required by the City Traffic Engineer, and the Subdivider shall pay for the new street name signs and mounting hardware prior to recordation of the final map, at the rate established at the time of recordation of the final map. Actual installation of the street name signs shall be completed by City personnel at such time that the development reaches a sufficient state of completion.

TRAFFIC SIGNS:

Types, sizes and locations of traffic signs shall be as required by the City Traffic Engineer and City standards.

PAVEMENT DELINEATION:

The Subdivider shall install traffic striping, pavement markers, and pavement markings as required by the City Traffic Engineer.

STREET LIGHTS AND ELECTRICAL SERVICE:

The Subdivider must make provisions for the underground installation of electrical services and street lighting. Pole type shall be marbelite. Fixture type shall be LED unless otherwise approved by City Engineer. Design of the street lighting system shall comply with applicable City standards, and shall be subject to the approval of the City Engineer. Subdivider shall provide the City Engineer with an AutoCAD drawing file used as the basis of street light layout. The cost of the systems shall be included in the subdivision bonds.

GAS SERVICE:

The Subdivider must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.

PRIVATE IRRIGATION PIPELINES:

Existing private irrigation pipelines will need to be removed within street right of ways.

IRRIGATION CANALS:

Other than TID's Main Canal, if any portion of an existing irrigation canal (including ditch banks and maintenance access roads) falls within the development, said ditch shall be piped, relocated, or abandoned and shall be so designated on the plan drawings. The proposed method of piping shall be shown on one of the master plans, if full piping does not occur within the first phase. Alternatively, irrigation canals may be incorporated into a landscaped trail if approved by the City of Tulare and the affected irrigation district. The TID Main Canal can be left open, with the installation of fencing and an adjacent 25' alley or multi-use trail, as approved by the City and TID.

TELEPHONE/CABLE:

The Subdivider must make provisions for the installation of underground telephone and cable service.

EXISTING STRUCTURES:

Any existing structures within the subdivision boundary shall be removed.

WELLS:

Any existing wells on the site shall be abandoned and sealed in accordance with City standards.

ELEVATIONS:

Any elevations shall be based on the official City of Tulare datum.

GENERAL CONDITIONS:

All design and construction shall be in accordance with all applicable City Standards, Specifications, Ordinances, and Standard Operating Procedures, unless specifically modified elsewhere in these conditions. These engineering considerations are intended to deal with major issues apparent to this office while reviewing this tentative map. Nothing in these conditions precludes our office from applying other conditions/modifications necessary for good design, operation, and maintenance of existing and future City facilities, as might become apparent during design review and/or construction.

ADDITIONAL REQUIREMENTS:

Submit closures and tabulation of areas (square feet) of all lots within the subdivision. A blue line area shall also be submitted.

Provide the City of Tulare with three (3) prints of the final map of the subdivision, and three (3) prints of the improvement drawings for final checking.

Following approval of the final map, provide the City of Tulare with an electronic copy.

Following approval of the improvement drawings, provide the City of Tulare with one reproducible copy, four (4) prints and an electronic copy. This shall be done prior to scheduling any pre-construction conferences or commencing any improvements. The reproducible copy of the improvement plans shall be on high-quality mylar.

Submit to the City of Tulare a title report for the parcel(s) to be developed.

The Subdivider's engineer will be required to certify in writing that all lot grading has been performed in accordance with the approved lot-grading plan prior to issuance of any building permits.

Prior to constructing any improvement that involves City reimbursements, the Subdivider shall submit to the City copies of their contractor's bid prices to be reviewed and approved by the City Engineer. If the Subdivider fails to obtain approval of reimbursable costs before the start of construction, the City reserves the right to reduce the reimbursable cost if deemed excessive by the City Engineer.

Prior to the start of construction, a meeting will be called by the City Engineer with the Subdivider, Contractor and all concerned including utility companies to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City requirements are met. The Contractor shall perform no construction in the field until after this meeting.

This project involves construction activity including clearing, grading and excavation which may require your filing a Notice of Intent with the State Water Resources Control Board under the General Permit to discharge storm water associated with construction activity, the preparation of a storm water pollution prevention plan, and monitoring program.

ATTACHMENT "A"

The engineering considerations checked below shall be made a condition of approval of the subject subdivision.

- 1) Roadway design criteria shall be as indicated below. Structural section design shall be based upon the indicated traffic index:

	Roadway	Classification	Traffic Index	Sidewalk Width	Sidewalk Configuration
a)	Mooney Blvd. (SR63)	Per State	Per State	10 ft	Adjacent
b)	Local Streets	-	-	5 ft	Adjacent

- The Subdivider shall be responsible for the following minimum Arterial improvements:

- Improvements to Mooney Blvd. (State Route 63) per Caltrans requirements.

- The Subdivider shall be responsible for the following minimum improvements along existing non-arterial streets adjacent to this development:

- Full paveout, from lip of gutter to the existing edge of pavement
- Reconstruction of the following portions of existing pavement:
- Rehabilitation of the following portions of existing pavement, by methods approved by the City Engineer
- Other: Connection to existing Muirfield Avenue and Aberdeen Street

- 2) A master plan for street layout for the entire development shall be submitted for approval prior to approval of any portion thereof.
- 3) Backing lot treatment and formation of an assessment district for maintenance of block walls and landscaping improvements shall apply to the following frontages: Mooney Blvd. (State Route 63).
- 4) Waiver of direct access rights shall be provided as follows: Mooney Blvd. (State Route 63).
- 5) The development shall incorporate the following traffic calming measures: _____.
- 6) The development shall incorporate the following bicycle/pedestrian facilities: _____.
- 7) The development shall incorporate City standard bus turnout(s) at the following location(s): _____.

- 8) A Transportation Impact Study (TIS) identifying project impacts and proposed mitigation measures shall be submitted to both the City and the Tulare County Association of Governments (TCAG) for review, and shall be subject to the approval of the City Engineer. The TIS shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. The TIS shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating the project's impact to existing roadway facilities, the TIS shall utilize the current transportation modeling forecasts provided by TCAG, and shall specifically address the project impacts and any appropriate mitigations to the following facilities: Intersection of Seminole Avenue and Mooney Blvd. (State Route 63).
- 9) The Subdivider shall submit a plan for landscaping/street trees and irrigation along streets with backing lot treatment to be approved by the Director of Parks and Community Services.
- 10) The sanitary sewer alignments shall be 6 feet north and/or east of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 11) A master plan for sanitary sewer for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 12) A master plan for storm drainage for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 13) The storm drain alignments shall be 11 feet south and/or west of centerline unless other alignments are approved by the City Engineer, or as follows: _____.
- 14) The water main alignments shall be 6 feet south and/or west of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 15) A master plan for water for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 16) Individual water services (1 ½" minimum) with meter boxes shall be installed to all R-M-2 lots.
- 17) A water sampling station shall be installed as follows: _____.
- 18) Miscellaneous Comments:

An assessment district in conformance with the Landscaping and Lighting Act of 1972 shall be formed to provide funding for the maintenance and servicing of landscaping improvements, sidewalks, and fences/block walls within common lot areas (including areas of backing lot treatment), and for street maintenance on local streets within the project boundaries. Where feasible, the District should be set up to include adjacent areas of future development to take advantage of the operational efficiencies that result from a single district, thereby realizing cost savings to the assessed properties.

ATTACHMENT "B"

The Subdivider shall pay to the City at the time of approval of the final map all applicable fees, including, but not limited to, those checked below:

Benefit Districts

- 1) Sewer front foot charges: \$ 25.00 per front foot for frontages on _____.
- 2) Sewer Lift Station Fee of \$ _____ per acre.
- 3) Water front foot charges: \$ 17.50 per front foot for frontages on _____.
- 4) Street front foot charges: \$ _____ per front foot for frontages on _____.
- 5) Benefit District Creation Fee (if applicable): \$ 1,008.19 per district.
- 6) Other: _____

Special In-Lieu Fees

- 6) Traffic Signals Fee: \$ _____.
- 7) TID Ditch Piping Fee: \$ _____.
- 8) Sewer Main Fee: \$ _____.
- 9) Water Main Fee: \$ _____.
- 10) Street Fee: \$ _____.
- 11) Other Fees: \$ _____.

Plan Check, Inspection, and Impact Fees

- 12) Engineering Inspection Fee to be based on a percentage of the estimated cost of construction.
- 13) Development Impact Fees to be paid with Building Permit.
- 14) Engineering Plan Review Fee to be paid at time of submittal.
- 15) Final Map Plan Check Fee to be paid at time of submittal.

All fees shall be based on the current fee schedule in effect at the time of recordation of the final map.

Fire:

The Fire Prevention Bureau conveys the following *updated* comments for Tentative Subdivision Map 2017-07, GPA 2017-02, ZA 720, LMD 2017-01:

1. The project must comply with all of the latest applicable codes and standards.
2. When any portion of the facility or building to be protected is more than 400 feet from an existing hydrant, on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains *shall* be provided where required by the fire code official.
3. Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. Fire hydrant spacing shall be as follows:
 - a. **Commercial development**, one hydrant shall be installed at **300-foot** intervals.
 - b. **Residential development**, one hydrant shall be installed at **500-foot** intervals.

Or as required by Appendix C California Fire Code.

4. An approved water supply for fire protection *shall* be made available prior to combustible materials arriving on the site.
5. An approved fire apparatus access roads shall be provided for every facility, building or portion of a building constructed or moved into or within the City of Tulare. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility. The road shall be a minimum of 20' wide and have a minimum height clearance of 13'6"
6. All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities and comply with CFC 2010 Section D102.1
7. Additional access may be required per CFC 2013 Chapter 5. The Fire Code Official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code.
 - a. *The street configuration for phase one is approved as submitted. Phase two of the development will require the connection of the phase one roads so as not to impede emergency vehicle circulation.*

8. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City standards.

Cal Trans:

Attached hereto

PASSED, APPROVED AND ADOPTED this twenty-eighth day of August, 2017 by the following recorded vote:

AYES: Miguel, Herrera, Miller, Crase
Killion

NOES: 0

ABSENT: Rocha

ABSTAIN: 0


JEFF KILLION, CHAIRMAN
City of Tulare Planning Commission


JOSH MCDONNELL, SECRETARY
City of Tulare Planning Commission

DEPARTMENT OF TRANSPORTATION**DISTRICT 6**

1352 WEST OLIVE AVENUE
P.O. BOX 12616
FRESNO, CA 93778-2616
PHONE (559) 445-5868
FAX (559) 488-4088
TTY 711
www.dot.ca.gov



*Making Conservation a
California way of life.*

May 9, 2017

06-TUL-63-0.28
2135-IGR/CEQA
PRELIMINARY REVIEW
GREENS AT OAK CREEK
TENTATIVE SUBDIVISION

Ms. Amy M. Wilson
Contract Planning Technician
City of Tulare
411 East Kern Street
Tulare, CA 93274

Dear Ms. Wilson:

Thank you for the opportunity to provide a preliminary review of a Tentative Subdivision proposing 88 lots for single family development. The 19.5 acre site is located on the east side of State Route (SR) 63, approximately 1,100 feet north of SR 137 (Tulare Ave).

The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development -Intergovernmental Review (LD-IGR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

Caltrans provides the *following comments* consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

1. Alternative transportation policies should be applied to the development. An assessment of multi-modal facilities should be conducted. This assessment should be used to develop an integrated multi-modal transportation system to serve and help alleviate traffic congestion caused by the project and related development in this area of the City. The assessment should include the following:
 - a. Pedestrian walkways should link this subdivision to an internal project area walkways, transit facilities, as well as other walkways in the surrounding area.
 - b. The consideration of bicycles as an alternative mode of transportation needs more attention. The project should offer internal amenities to encourage bicycle use. These include parking, security, and/or lockers. However, internal bicycle paths should be

coordinated with local and regional pathways to further encourage the use of bicycles for commuter and recreational purposes.

- c. If transit is not available within ¼-mile of the site, transit should be extended to provide services within the vicinity of the project.
2. Based on the site plan, the project has no direct access to the State Highway System. The project has two indirect access points via the intersection of SR 63 at Seminole Avenue and via the intersection of SR 137 at Hazeltine Street.
3. The project is required to construct highway frontage improvements including: curb, gutter, and sidewalks. Please refer to the development north of Seminole Avenue for the sidewalk width.
4. A minimum of a 6-foot sidewalk (10- foot preferred), measured from the back of the curb is required.
5. All curb, gutter and sidewalk, and curb ramps need to meet current ADA standards or other applicable State or Federal accessibility and safety requirements.
6. Any portion of the sidewalk or any landscaping that is within the State Right of Way shall be maintained per a “District 6” approved maintenance agreement.
7. The project is required to construct a raised median along SR 63 throughout the project’s frontage.
8. To accommodate the additional vehicle trips, the existing dedicated right turn lane on northbound SR 63 to eastbound Seminole Avenue should be lengthened to at least 580 feet.
9. According to our Transportation Concept Report (TCR), this segment of SR 63 in the vicinity of the proposed project is planned to be a 6-lane conventional highway within 138 feet of right of way (69 feet from the centerline). Caltrans right-of-way maps shows this segment existing at 110 feet (55 feet from the centerline). An irrevocable offer of dedication to Caltrans of 14 feet of right-of-way is needed to accommodate the ultimate configuration of SR 63. Dedications required by the Lead Agency need to be shown on a revised site plan and forwarded for our review. A summary of the requirements for right-of-way dedications is enclosed.
10. An encroachment permit must be obtained for all proposed activities for placement of encroachments within, under or over the State highway rights-of-way. Activity and work planned in the State right-of-way shall be performed to State standards and specifications, at no cost to the State. Engineering plans, calculations, specifications, and reports (documents) shall be stamped and signed by a licensed Engineer or Architect. Engineering documents for encroachment permit activity and work in the State right-of-way may be submitted using English Units. The Permit Department and the Environmental Planning Branch will review and approve the activity and work in the State right-of-way before an encroachment permit is

Ms. Amy M. Wilson – Greens at Oak Creek Subdivision
May 9, 2017
Page 3

issued. The Streets and Highways Code Section 670 provides Caltrans discretionary approval authority for projects that encroach on the State Highway System. Encroachment permits will be issued in accordance with Streets and Highway Codes, Section 671.5, "Time Limitations." Encroachment permits do not run with the land. A change of ownership requires a new permit application. Only the legal property owner or his/her authorized agent can pursue obtaining an encroachment permit. Please call the Caltrans Encroachment Permit Office - District 6: 1352 W. Olive, Fresno, CA 93778, at (559) 488-4058.

11. Dust control measures shall be implemented on the site in a manner to prevent dust from entering the State right-of-way.
12. No water from the proposed project shall flow into the State right-of-way without approval from the District Hydraulic Engineer.

If you have any other questions, please call David Deel, Associate Transportation Planner at (559) 488-7396.

Sincerely,



MICHAEL NAVARRO, Chief
Planning North Branch

Enclosure

DEPARTMENT OF TRANSPORTATION
CENTRAL REGION SOUTHEAST SURVEYS
RELINQUISHMENTS, VACATIONS, and DEDICATIONS
855 "M" STREET
SUITE 200
FRESNO, CA. 93721
ATTN: Kuldeep Brar
PHONE (559) 445-6573
FAX (559) 445-6560
E-mail: kuldeep_brar@dot.ca.gov



*Flex your power!
Be energy efficient!*

CALTRANS DISTRICT 6 CENTRAL REGION SOUTHEAST SURVEYS OFFICE

REQUIRED INFORMATION FOR R/W DEDICATIONS

1. A Copy of the vesting deed(s) for the subject property (or a copy of the Title Report, if you have one).
2. Copy of the Assessor's Map.
3. Assessor's Parcel Number (APN) of the property.
4. State whether the property is within city limits or in an unincorporated area.
5. If the property is a lot of a Tract or a parcel of a Parcel Map, provide a copy of the recorded map(s).
6. Provide copies of any record map or deed cited in the documents provided.
7. A Legal description of the dedication parcel signed and sealed by a Licensed Professional Land Surveyor or a Civil Engineer registered prior to 1982 on 8 1/2" X 11" paper. Label EXHIBIT "A" at the top of the legal description (see attached sample legal).
8. A Plat showing pertinent survey data, such as basis of bearings, bearings, distances, and curve data, where applicable, and the area of the dedication parcel on 8 1/2" X 11" or 11" X 17" paper. If the parcel is located in unsubdivided land, show ties to the nearest two section corners and/or quarter-section corners (see attached sample plat).
9. A Copy of the traverse calculations for the dedication parcel to include error of closure and area.

(continued)

10. A Copy of the **CONDITIONS OF APPROVAL** by the local agency (City/County) for the Parcel Map, Tract Map, or development plans describing the location and amount of right-of-way to be dedicated.
11. Any requirements from **CALTRANS PERMITS** or **CALTRANS PLANNING** describing the location and amount of right-of-way to be dedicated.

NOTE:

If any of the above listed items are not submitted, it will either cause a delay or halt in the Dedication process.

If there are any questions, please contact Kuldeep Brar, Caltrans Surveys Department, at 559-445-6573.

Mail packet of information to:

DEPARTMENT OF TRANSPORTATION
CENTRAL REGION SOUTHEAST SURVEYS
855 "M" STREET
SUITE 200
FRESNO, CA. 93721

ATTN: Kuldeep Brar

Rev. 1/25/11

THE GREENS AT OAK CREEK NO. 1

BEING A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 25 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

PREPARED BY: NEIL ZERLANG - LAND SURVEYOR
 2900-B WEST MAIN STREET, VISALIA, CA 93291 PHONE: (559) 794-406

PREPARED FOR: GREG NUNLEY
 1969 HILLMAN STREET, TULARE, CA 93274; PHONE: (559) 799-4989

BASIS OF BEARINGS
 THE EAST-NORTH QUARTER SECTION LINE OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 25 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS SHOWN ON THE MAPS, AT PAGE 5, TULARE COUNTY RECORDS.

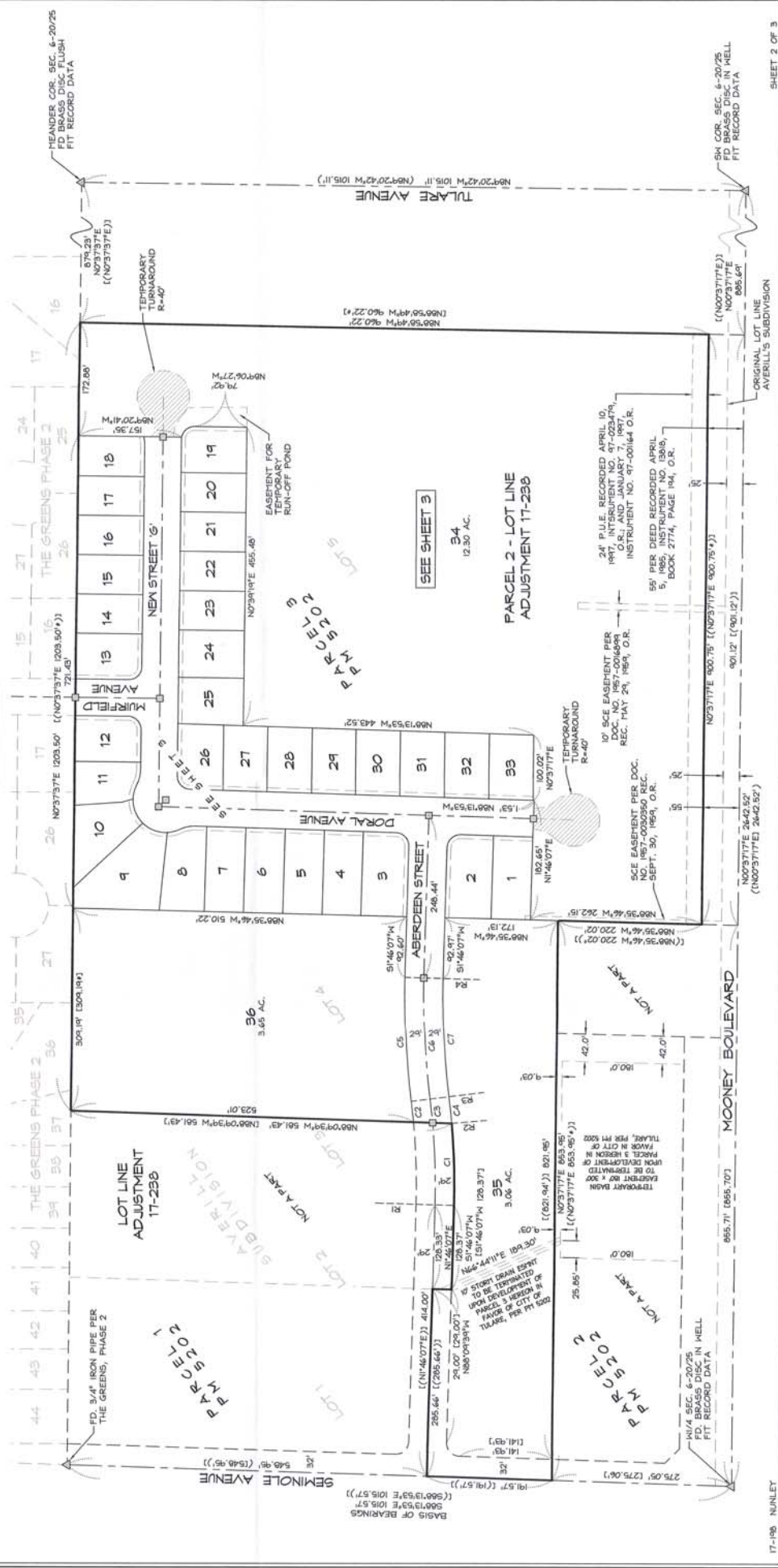
CURVE	ARC	RADIUS	DELTA	TANGENT
C1	125.51'	1091.00'	84°49'08"	83.36'
(C1)	125.51'	1091.00'	107°49'08"	833.36'
C2	31.84'	1023.00'	1°47'00"	15.92'
C3	34.36'	1052.00'	1°50'48"	16.10'
C4	40.87'	1091.00'	2°09'50"	20.44'
C5	184.63'	1293.00'	8°49'08"	95.00'
C6	185.16'	1293.00'	8°49'08"	92.71'
C7	180.70'	1274.00'	8°49'08"	90.53'

R	RI	NO	SI	SO
100	100.00	100.00	100.00	100.00
101	101.00	101.00	101.00	101.00
102	102.00	102.00	102.00	102.00
103	103.00	103.00	103.00	103.00
104	104.00	104.00	104.00	104.00
105	105.00	105.00	105.00	105.00

SCALE: 1" = 100'

SURVEYOR'S NOTES

- FOUND AND ACCEPTED MONUMENT AS PER THE OAK CREEK NO. 4, RECORDED IN VOLUME 11 OF MAPS, AT PAGE 11, T.C.R.
- SET BRASS DISC FLUSH - TAGGED L5 5359
- SET 1/2" IRON PIPE TAGGED L5 5359, ON LINE, 5.00 FEET FROM TRUE CORNER
- BOLD BORDER LINE INDICATES SUBDIVISION BOUNDARY
- HAVER OF DIRECT ACCESS RIGHT AS PER THE HINDRILLS NO. 1 RECORDED IN VOLUME 48 OF MAPS, AT PAGE 14, T.C.R.
- RECORD DATA PER PARCEL MAP NO. 5207 RECORDED IN BOOK 59, PAGE 8 T.C.R.
- RECORD DATA PER LLA 236 RECORDED AS DOCUMENT NO. 205-001226 T.C.R.
- EASEMENT FOR PUBLIC UTILITIES
- EFTU
- RADIAL BEARING
- CALCULATED FROM RECORD DATA
- ALL DISTANCES AND DIMENSIONS IN FEET AND DECIMALS THEREOF
- SET 1/2" IRON PIPE TAGGED L5 5359 AT ALL LOT CORNERS



AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office / Project Management

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager or his designee to sign a contract amendment with Krazan of Fresno, CA in the amount of \$64,950.00 for additional material testing services on the O Street Improvements Project between Bardsley Avenue and Pleasant Avenue, Project EN0076.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

EN0076 is a street and utility improvement project on O Street between Bardsley Avenue and Pleasant Avenue. The O Street Improvement Project includes ADA compliant improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, the project addresses necessary water, sewer, and storm drain improvements within the Bardsley Avenue to Pleasant Avenue limits. The need for the project was identified through the City’s Pavement Management System as well as a review of the condition of the City’s utility infrastructure. This project was included and approved as a part of the City’s 2017-2022 transportation and utility CIP program budget.

During the course of constructing underground utilities (water, sewer, storm drain), and surface improvements (street and concrete) associated with the O Street Improvement Project, it is necessary to perform materials testing to ensure compliance with plans, specifications, and City and Caltrans standards. Formal reports showing test results are prepared to meet Caltrans’ requirements and for City review, inspector use, and record keeping.

A Request for Proposals for on-call geotechnical and materials testing services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list of prequalified geotechnical and materials testing consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

Krazan is included on the list of qualified consultants and on June 7, 2018, the BPU approved a proposal and scope of work from Krazan to perform materials testing services on the O Street project. The services rendered are based on a time and material fee estimate with a budget of \$54,125.00 approved. Krazan, having recently completed a similar project, used that knowledge to prepare the original estimate. However, as of the end of March, the O Street Project was approximately 60% complete and Krazan had reached their approved contract amount. Krazan has reviewed their scope of services to date and has projected a revised budget of \$119,075.00. The revised budget amount is based on the work to be performed and

the level of inspection the City has required to date. Originally, the City's own budget for the material testing services was in the range of \$100,000 so Krazan's revised fee estimate is in line with our original expectations.

Specifically, the increase requested by Krazan is \$64,950.00 to complete material testing to the level that has been provided to date. Due to unforeseen conditions during the design phase, the City added construction work to the contract which required additional material testing. Such work consisted of additional underground pipeline work at Mariposa Street and Kern Avenue, the exchange of aggregate base material for native material to facilitate the full depth rehabilitation work and minimize the need to import and export material, and the discovery of an unknown buried material. Finally, Krazan originally based their estimate on their assumption of the City's Contractor's anticipated method of construction. Unfortunately, the contractor's means and methods on this project varied from Krazan's assumptions. This had some effect on the amount of testing and number of trips needed. Now knowing how the contractor has and intends to operate, Krazan has been able to better anticipate the level of expected services and related costs.

The previously approved material testing contingency is insufficient to cover the total of the request. However, adequate funding is available within the overall construction budget to cover these costs. No additional funding is required at this time. These changes are being brought to the Board for approval because they exceed the amount previously designated for approval by City Staff.

STAFF RECOMMENDATION:

Authorize the City Manager or his designee to sign a contract amendment with Krazan of Fresno, CA in the amount of \$64,950.00 for additional material testing services on the O Street Improvements Project between Bardsley Avenue and Pleasant Avenue, Project EN0076.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

EN0076-050-0601

010 – Water Bonds

077 – CDBG

615 – Sewer Wastewater CIP

647 – Surface Water Management CIP

777 – RDA

Submitted by: James L. Funk

Title: Project Manager

Date: April 24, 2019

City Manager Approval: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to sign contracts related to City Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount; and approve the revised project scope and budget.

- (a) Yarbs Grading and Paving, Inc.: \$ 5,264,066.07
- (b) Lane Engineers: \$ 115,500.00
- (c) NV5: \$ 111,683.00
- (d) 4Creeks: \$ 225,600.00

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

This project is a street and utility improvement project on Sacramento Street between Bardsley Avenue and Pleasant Avenue; and Maple Avenue between Sacramento Street and E Street. The project will reconstruct the street section and will include ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it addresses necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

(a) Construction Contract: Yarbs Grading & Paving, Inc.

On April 11, 2019, six (6) bids were opened for the subject contract. The Engineer's Estimate for this project was \$4,941,000. The bids ranged in cost from \$5,264,066.07 to \$5,744,272.00. The bids were evaluated to determine if they were responsive to the requirements and instructions contained in the bid documents. Ultimately, Yarbs Grading and Paving, Inc. of Fresno, CA submitted the lowest responsive bid in the amount of \$5,264,066.07. Yarbs Grading and Paving, Inc. possesses a current and active Class "A" General Engineering Contractor's license issued by the State of California, and has submitted a list of licensed and experienced subcontractors who will be performing portions of the work. Bid opening results are attached.

(b) Construction Surveying & Staking: Lane Engineers

During the course of constructing street, water, sewer, storm drain, and concrete improvements associated with this project, it will be necessary to provide the contractor with

necessary staking to locate the proposed improvements. As a professional service, performed by a licensed engineer, these services cannot be included in a low-bid construction contract, and therefore cannot be performed by the contractor.

A Request for Proposals for on-call construction surveying services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list of prequalified construction surveying consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

Lane Engineers of Tulare, CA is included on the list of pre-qualified on-call construction surveying consultants and demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. Lane Engineers has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$115,500. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

(c) Materials Testing: NV5

During the course of constructing street, water, sewer, storm drain, and concrete improvements associated with this project, it will be necessary to perform materials testing to ensure compliance with City standards.

A Request for Proposals for on-call geotechnical and materials testing services was issued on June 7, 2017. Four (4) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all four (4) firms were recommended for inclusion on the list of prequalified geotechnical and materials testing consultants. On August 15, 2017, the City Council approved this list of four (4) consultants.

NV5 of Bakersfield, CA is included on the list of pre-qualified on-call geotechnical and materials testing consultants and has demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. NV5 has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$111,683.00, in accordance with the provisions of their previously approved on-call contract. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

(d) Construction Inspection: 4Creeks

It will be necessary to perform inspection of the street, water, sewer, storm drain, and concrete improvements associated with this project to ensure compliance with City standards and contract requirements.

A Request for Proposals for on-call construction management, resident engineer and inspection services was issued on June 7, 2017. Three (3) firms submitted all the necessary information to be considered for inclusion on a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and all three (3) firms were recommended for inclusion on the list of prequalified construction management, resident engineer and inspection consultants. On August 15, 2017, the City Council approved this list of three (3) consultants.

Due to a current City employee work related medical leave, a proposal from one of the approved on-call consultants was requested to augment City Staff and perform the duties of its Public Works Inspector.

4Creeks of Visalia, CA is included on the list of pre-qualified on-call construction management, resident engineer and inspection consultants and has demonstrated in their proposal that they have the skills, expertise and resources available to meet the City's needs and timeframe to complete the work on this project. 4Creeks has reviewed the scope of this project and has proposed to perform the necessary services on a time and materials basis, not to exceed \$225,600.00, in accordance with the provisions of their previously approved on-call contract. This amount is in line with industry standards and with what the City has experienced on projects with similar scopes of work. It is also within the budgeted amount for this work on this project.

Due to the inclusion of funding from various utility funds on this project, these contracts were also submitted to the Board of Public Utilities for review and approval at its May 2, 2019 regular meeting.

STAFF RECOMMENDATION:

Authorize the City Manager to sign contracts related to City Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount; and approve the revised project scope and budget.

(a) Yarbs Grading and Paving, Inc.:	\$5,264,066.07
(b) Lane Engineers:	\$115,500.00
(c) NV5:	\$111,683.00
(d) 4Creeks:	\$225,600.00

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

EN0082-050-0601

022 – Gas Tax (HUTA)

122 – Gas Tax (RMRA – SB1)

643 – Franchise Fee (Solid Waste)

643 – RDA

077 – CDBG
780 – Water Bonds
615 – Sewer Wastewater CIP
647 – Surface Water Management CIP
643 – Caltrans Contribution

Submitted by: Nick Bartsch

Date: April 24, 2019

Title: Sr. Project Manager

City Manager Approval: _____



BID OPENING

CITY OF TULARE

PROJECT EN0082 - RFB No. 19-687 - Sacramento St. & Maple Improvements Project
Thursday, April 11, 2019 at 2:00 p.m.
Engineer's Estimate: \$4,941,000

	NAME OF COMPANY	CITY	BID AMOUNT
1	Yarbs Grading & Paving, Inc.	Fresno, CA	\$5,264,066.07
2	Don Berry Construction, Inc.	Selma, CA	\$5,498,501.22
3	MAC General Engineering	Porterville, CA	\$5,613,314.40
4	Agee Construction Corporation	Clovis, CA	\$5,630,119.00
5	American Paving Co.	Fresno, CA	\$5,665,241.65
6	Avison Construction Inc.	Madera, CA	\$5,741,272.00
7			
8			
9			
10			

ATTESTED AND OPENED BY: Melissa Hermann
DEPUTY CITY CLERK

WITNESS: Nick Bartsch

RECORDED: Darlene Thompson

WITNESS: Troy Yarbrough

BIDS ARE SUBJECT TO REVIEW AND VERIFICATION. THE AWARD OF A CONTRACT, IF AWARDED,
WILL BE TO THE LOWEST RESPONSIBLE RESPONSIVE BIDDER BASED ON THE BASE BID
AMOUNT WHOSE BID COMPLIES WITH ALL THE REQUIREMENTS PRESCRIBED.



LANE ENGINEERS, INC.
 Civil • Structural • Surveying
 P.O. Box 1059
 Tulare, CA 93275
 Phone: (559) 688-5263 / Fax: (559) 688-8893

CONSTRUCTION SURVEYING SERVICES PROPOSAL

Date: March 19, 2019
 Client: City of Tulare
 Attn: Nick Bartsch
 Project: Sacramento Street and Maple Avenue Improvements
 Location: Sacramento Street between Bardsley Avenue and Pleasant Avenue
 Maple Avenue between Sacramento Street and North E Street
 Tulare, CA

Our estimate for budgetary purposes for construction surveying services for the above referenced project is as follows:

ALL PHASES:

- 1. Establish control and prepare staking drawing \$7,500
- 2. Locate and tie out monuments to be replaced (25 monuments) \$8,500
- 3. Re-survey monuments to be rebuilt (25 monuments)..... \$7,500
- 4. File Corner Records \$11,000

PHASE 1A:

- 1. Stake demo Limits, ramps & returns and storm drain \$5,000
- 2. Stake sewer and water \$4,400
- 3. Stake pavement crown..... \$3,800

PHASE 1B:

- 1. Stake demo Limits, ramps & returns and storm drain \$6,400
- 2. Stake sewer \$2,500
- 3. Stake pavement crown..... \$3,800

PHASE 2:

- 1. Stake demo Limits, ramps & returns and storm drain \$6,900
- 2. Stake sewer and water \$5,000
- 3. Stake pavement crown..... \$3,800

PHASE 3:

- 1. Stake demo Limits, ramps & returns and storm drain \$8,900
- 2. Stake sewer and water \$6,900
- 3. Stake pavement crown..... \$5,000



PHASE 4:

- 1. Stake demo Limits, ramps & returns and storm drain \$4,500
- 2. Stake water \$2,200
- 3. Stake pavement crown \$2,500

PHASE 5:

- 1. Stake demo Limits, ramps & returns and storm drain \$3,100
- 2. Stake sewer and water \$3,800
- 3. Stake pavement crown \$2,500

Total Estimate: \$115,500

The above scope of work is based on cut/fill stakes being set *one time*. Stakes will be set 50 ft. O.C. maximum or at changes in vertical and horizontal alignment. Items not included in the above scope of work will be considered extra work and will be billed on an hourly basis in accordance with our Prevailing Wage Fee Schedule. Multiple site move-on (beyond 1 trip or more as noted above) will constitute extra work. A four hour minimum charge will be applied to any additional call to the site. Extra work items include but are not limited to the following and will require a new agreement or signed amendment prior to commencement of any work:

- 1. Restaking
- 2. "Blue Top" Stakes
- 3. Re-building control monuments destroyed or damaged during construction
- 4. Re-establishing section and/or boundary corners destroyed or damaged during construction
- 5. Elevation Certificates
- 6. As-builts or as-built certifications
- 7. Sidewalks and flatwork



NOTES:

- Staking requests to the surveyor are to be made 48 hours prior to beginning construction of item requested.
- Requests are to be made by email using the enclosed form.
- Contractor is responsible for verifying stakes marked in the field with the data shown on the cut sheets and staking drawing. Contractor must allow 48 hour timeframe to check work and produce deliverables. Surveyor is to be notified immediately and prior to construction in the event there are any discrepancies between information on the cut sheet and information marked onsite.
- The contractor will be solely responsible for correcting any improvements constructed prior to processing of the cut sheets by the surveyor before the 48 hour timeframe.
- *Well to be installed by contractor at location marked by surveyor.

Respectfully submitted,

LANE ENGINEERS, INC.

A handwritten signature in blue ink that reads "Ben Mullins".

Benjamin R. Mullins, PLS 9227



LANE ENGINEERS, INC.

Civil • Structural • Surveying
979 North Blackstone Street
P.O. Box 1059
Tulare, CA 93275-1059
Phone: (559) 688-5263 / Fax: (559) 688-8893

**CITY OF TULARE
2018-2020 PREVAILING WAGE FEE SCHEDULE
HOURLY RATES EFFECTIVE JANUARY 1, 2018**

COURT APPEARANCE, DEPOSITIONS AND EXPERT TESTIMONY

Registered Engineer or Licensed Land Surveyor.....\$ 349.00

CIVIL ENGINEERING

Principal Civil Engineer.....\$ 183.00
Senior Civil Engineer.....\$ 170.00
Associate Civil Engineer.....\$ 149.00
Civil Engineer.....\$ 135.00

LAND SURVEYING

Principal Land Surveyor\$ 170.00
Senior Land Surveyor\$ 149.00
Associate Land Surveyor\$ 134.00
Land Surveyor\$ 123.00

STRUCTURAL ENGINEERING

Principal Structural Engineer.....\$ 188.00
Senior Structural Engineer.....\$ 170.00
Associate Structural Engineer.....\$ 152.00
Structural Engineer\$ 141.00

SUPPORT SERVICES

Assistant Engineer / Surveyor III.....\$ 121.00
Assistant Engineer / Surveyor II.....\$ 109.00
Assistant Engineer / Surveyor I.....\$ 98.00
Engineering / Surveying Technician III.....\$ 109.00
Engineering / Surveying Technician II.....\$ 103.00
Engineering / Surveying Technician I.....\$ 91.00
2-Man Survey Crew (travel rate)\$ 216.00
3-Man Survey Crew (travel rate)\$ 264.00
2-Man Survey Crew*.....\$ 333.00
3-Man Survey Crew*.....\$ 378.00
1-Man GPS Survey Crew w/ 1 Rover*.....\$ 225.00
2-Man GPS Survey Crew w/ 1 Rover*.....\$ 378.00
2-Man 3D Scan Survey Crew*.....\$ 439.00
Construction and/or Building Inspector*.....\$ 188.00
Clerical.....\$ 82.00

REIMBURSABLES

20lb B&W Bond Prints (24" x 36"; 18" x 26")..... \$ 1.85/per sheet (plus tax)
20lb Color Bond Prints (24" x 36"; 18" x 26")..... \$ 3.35/per sheet (plus tax)
20lb B&W Bond Prints (30" x 42")..... \$ 3.05/per sheet (plus tax)
20lb Color Bond Prints (30" x 42")..... \$ 4.85/per sheet (plus tax)
Vellum B&W Prints (24" x 36"; 18" x 26")..... \$ 5.85/per sheet (plus tax)
Vellum B&W Prints (30" x 42")..... \$ 7.10/per sheet (plus tax)
Mylar B&W Prints (18 x 26)..... \$ 8.85/per sheet (plus tax)
Mylar B&W Prints (24 x 36)..... \$ 9.85/per sheet (plus tax)
Mylar B&W Prints (30 x 42)..... \$ 14.10/per sheet (plus tax)
B&W Copies (8 1/2" x 11")..... \$ 0.25/per sheet (plus tax)
Color Copies (8 1/2" x 11")..... \$ 0.45/per sheet (plus tax)
B&W Copies (8 1/2" x 14; 11" x 17")..... \$ 0.40/per sheet (plus tax)
Color Copies (8 1/2" x 14; 11" x 17")..... \$ 0.80/per sheet (plus tax)
Subconsultants Cost + 15%
Other Direct Costs (i.e. Equipment Rental, Postage, and Shipping)..... Cost + 15%
* Equipment costs will be billed as a Reimbursable Expense Cost + 15%

STAKING REQUEST FORM

(MUST BE FAXED OR E-MAILED)



LANE ENGINEERS, INC.
 Civil • Structural • Surveying
 P.O. Box 1059, Tulare, CA 93275
 Phone: (559) 688-5263
 Fax: (559) 688-8893
 www.laneengineers.com

Project: _____
Contractor Information
Company Name: _____
Phone No.: _____ Fax No.: _____
Requestor's Name: _____
Email Address: _____

PRIORITY*	TYPE OF STAKING	LIMITS OF STAKING	STAKES ARE		OFFSET & DIRECTION	SITE STATUS (DATE)	
			ORIG.	RESET		AREA WILL BE READY FOR STAKING	STAKES WILL BE USED

(*IF NO PRIORITY NUMBER IS GIVEN, STAKING WILL BE COMPLETED IN THE ORDER LISTED AND/OR RECEIVED.)

Contractor acknowledges and agrees that it is the Contractor's responsibility to verify stakes marked in the field with the data shown on the cut sheets & staking drawings provided after staking is complete. Lane Engineers, Inc. is to be notified immediately and prior to construction in the event there are any discrepancies between information on the cut sheets and information marked onsite. Lane Engineers, Inc. will not be responsible for improvements constructed prior to the processing and checking of the cut sheets (*minimum of 48 hours after date/time of request*), or improvements constructed from hubs disturbed during the construction process. Any field changes requested by owner or contractor will require approval of engineer of record prior to staking.

Contractor's Authorized Party's Signature: _____ Phone No.: _____
 Date of Request: _____ Time of Request: _____ Onsite Contact: _____

April 2, 2019

Mr. Nick Bartsch

Sr. Project Manager
City of Tulare
411 E. Kern Ave.
Tulare, CA 93274



Subject: Sacramento Street and Maple Improvements Project EN0082, Public Works Inspection Coverage Services

Dear Mr. Bartsch,

Our understanding is that the City would like to utilize our services on a full-time basis to perform inspection services for the Sacramento Street and Maple Improvements capital improvement project. Our understanding is that these services will be needed starting around the middle of May/beginning of June 2019 and will continue for the 235 working day duration of the construction contract. Listed below is the scope of services that we are anticipating to perform for this project. Additionally, per your request attached is a fee estimate for our inspection services.

- Inspect traffic control to make sure it complies with the City's approved plan for the project.
- Coordinate with the City's CM or directly with the materials testing company to schedule testing for the project. 4Creeks Inspector will be present for testing done at the site.
- Verify that materials used on the project match the submittals approved by the City's CM.
- Coordinate errors and omissions and unforeseen field issues with the City CM for resolution.
- Perform Daily Inspections of the work performed by the contractor and record on the City's standard documents/programs. Take pictures of construction progress.
- Inspect contractor's work throughout construction visually and using normal hand tools smart levels, soil probes, tape measures, measuring wheels, etc.
- Mr. Garland will be on site full time during this period to observe the improvements being constructed to verify compliance with City requirements.
- Perform field measurements for the City CM to verify progress payment amounts at the end of each month.
- Meet with the City CM to hand off project documents at the end of our scope of work.

We estimate that these services can be provided for a **Time and Materials Fee of \$225,600.**

The above services will be billed on a time and materials basis in accordance with the on-call contract and attached fee schedule. We will not exceed the fee estimate without prior authorization or direction from the City.

Services Not Included in the Fee Estimate

- Construction Management
- Materials Testing
- Labor Compliance
- Survey Staking
- Fees associated with the Virtual Project Manager program

While the services above are excluded from this fee estimate, 4Creeks would be happy to provide some of these services on an additional time and materials basis if the City needs assistance.

If you have any questions or need any additional information, please feel free to give us a call to discuss.

Sincerely,



Chris Crawford, PE 71192
Sr. Civil Engineer



Matthew D. Ainley, PE 66233
Principal-In-Charge

encl: Fee Estimate and Fee Schedule

Approval:

City Manager Signature

Date

Sacramento Street and Maple Improvements Project EN0082, Public Works Inspection Coverage

Fee Estimate
C. Crawford & M. Ainley

Project Tech V	Construction Inspector III (Clay Garland)	Construction Inspector III Overtime/Night Work	Construction Inspector III (Chris Crawford)	Principal Engineer	Reimbursable Expenses	TOTAL
\$95	\$120	\$145	\$120	\$170	Fee Varies	

**Public Works Inspection Cost (Assumed 235
working days per the construction contract)**

Assume Mr. Garland will do full time inspections during this period at 8 hrs per day.		1880					\$225,600
							\$225,600

TOTAL:

0	1880	0	0	0	0	\$225,600
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4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Construction Inspection (Non-Prevailing Wage)	
Associate Engineer	\$100	Construction Inspector I *	\$100
Engineer I	\$110	Construction Inspector II *	\$110
Engineer II	\$120	Construction Inspector III *	\$120
Engineer III	\$130		
Engineer IV	\$140	Construction Management	
Engineer V	\$150	Construction Manager I	\$110
Principal Engineer	\$170	Construction Manager II	\$120
		Construction Manager III	\$130
		Construction Manager IV	\$140
Planning Services		Senior Construction Manager	\$150
Planner I	\$90		
Planner II	\$105		
Planner III	\$120	4Creeks Creative	
Planner IV	\$140	Creative Technician II	\$65
Planner V	\$150	Creative Technician II	\$75
Planner VI	\$170	Creative Technician III	\$85
		Creative Technician IV	\$95
Structural Engineering Services		Programmer / Developer I	\$105
Structural Engineer I	\$125	Programmer / Developer II	\$115
Structural Engineer II	\$135	Creative Director	\$120
Structural Engineer III	\$145		
		Support Staff	
GIS Services		Project Technician I	\$55
GIS Technician I	\$90	Project Technician II	\$65
GIS Technician II	\$100	Project Technician III	\$75
		Project Technician IV	\$85
Utility Design Services		Project Technician V	\$95
Designer I	\$110	Drafter I	\$70
Designer II	\$130	Drafter II	\$80
Designer III	\$165	Expert Witness	\$205
		Drone Pilot	\$155
Land Surveying Services			
Assistant Surveyor	\$100		
Associate Surveyor	\$110	Executive Staff	
Land Surveyor I	\$110	Executive I	\$120
Land Surveyor II	\$120	Executive II	\$130
Land Surveyor III	\$130	Executive III	\$140
Land Surveyor IV	\$140		
Land Surveyor V	\$150		
Principal Land Surveyor	\$170		
1-Man Survey Crew *	\$105		
1-Man Survey Crew – Construction Staking *	\$115		
2-Man Survey Crew *	\$175		
2-Man Survey Crew – Construction Staking *	\$185		

Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*
- *Website Hosting Fees: \$15/mo. | \$150/annual*

*Prevailing wage rates by separate schedule – Varies by County



Proposal Number: PL19070
April 8, 2019

Nick Bartsch
City of Tulare
411 E. Kern Avenue
Tulare, California 93274

Reference: *City of Tulare Street and Utility Improvements on Sacramento Ave*
Tulare, California

Subject: *Proposal for Materials Testing Services*

Dear Nick,

NV5 is pleased to present you with this proposal to provide materials testing services during the improvements as part of the City of Tulare Street and Utility Improvements on Sacramento Avenue project in Tulare, California.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, the project will require materials testing to verify compliance with the client provided specifications and plans. Unless otherwise specified, an engineering technician with the appropriate qualifications from NV5 will perform each task. NV5 will perform the following scope of services as requested:

- Periodic field moisture/density testing during construction of trench backfill associated with the new sewer line infrastructure.
- Periodic field moisture/density testing during construction of trench backfill associated with the new treated waterline infrastructure.
- Periodic field moisture/density testing during construction of trench backfill associated with the storm drain infrastructure.

- Periodic field moisture/density testing during construction of roadway structural sections:
 - Compacted Native Soils (CNS)
 - Full Depth Reclamation (FDR-C)
 - Aggregate Base (AB)
- Periodic to continuous field and laboratory testing during construction of Hot Mix Asphalt paving.
- Field moisture/density testing per CalTrans CT231/CT216 test methods at 3 locations within CalTrans Right of Way.
- Perform laboratory testing to support the materials testing being completed in the field.
- Prepare and distribute field and/or laboratory reports detailing the results of testing performed.
- Prepare and distribute a summary outlining the material testing services provided if requested.

SCHEDULE

We will perform the services outlined above once NV5 receives authorization to proceed, weather and site conditions permitting. The time required for our services is dependent on the contractor's schedule. NV5 relies on the client or the client's representative to notify NV5 in advance of work being performed which requires observation and/or testing.

TERMS

Actual fees will depend on contractor and subcontractor efficiency, suppliers, production schedules, and manpower commitments to various phases of construction. Fees invoiced will be in accordance with the City's existing On-Call Geotechnical and Materials Testing contract dated September 17, 2017. Should any conditions be encountered which require additional testing outside the scope of services outlined above, we will advise you promptly and obtain your approval on a recommended course of action. We estimate the cost to provide the services outlined above and detailed in the attached fee estimate will be \$111,683.

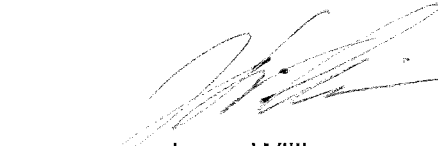
We appreciate the opportunity to submit this proposal and we look forward to working with you. If this proposal is acceptable, please contact our office to arrange authorization to provide the services outlined above as requested. If you have any questions or need further information, please call.

Sincerely,

NV5 West, Inc



John Atkinson
Principal



Jesse Williams
Laboratory Manager

Fee estimate detail

2017 - 2019 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

- Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.
- Turn-Around-Time** - Standard TAT indicated in superscript.
- RUSH:** 50% surcharge. Sample prioritized over other samples in que.
- PRIORITY:** 100% surcharge: Completed as fast as possible per method. See notes regarding TAT at bottom of page 3.
- Project Setup** - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.
- Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.
- Minimum Charges** - For field services performed between 0 and 4 hours a minimum charge of 4 hours will be applied. For field services performed over 4 hours up to 6 hours a minimum charge of 6 hours will be applied. For field services performed over 6 hours up to 8 a minimum charge of 8 hours will be applied. Work over 8 hours per day will be billed on an hourly basis, rounded up to the nearest 30-minute increment. A 4-hour minimum will apply for unscheduled cancellations.
- Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
- Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
- Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in

- one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.
- Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.
- Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.
- Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.
- Prevailing Wage** - Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify Lab of predetermined wage requirements.
- Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.
- Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
- Escalation** - Listed rates are valid for 2017 through 2019. After that they are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$190
Senior Engineer/Geologist/Consultant (PE, CBG)	\$160
Project Engineer/Geologist/Consultant/Manager	\$138
Staff Engineer/Geologist/Consultant	\$107
Field Sampling, Inspection & Testing	Prevailing Wage / Standard
Special (Deputy) Inspector	\$109 / \$88
<i>(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)</i>	
Roofing/Waterproofing Inspector	\$109 / \$92
Concrete/Asphalt Batch Plant Inspection	\$109 / \$87
ACI Concrete Technician	\$106 / \$87
Senior Technician* (Soil/Asphalt/Special Testing)	\$106 / \$87
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$112 / \$90
DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$105
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$109 / \$92
DSA Form 5 (Inspector Qualifications)	\$75 ea.
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.
Sample Pickup/Delivery & Mileage	Standard
Sample Pickup/Delivery (>25mi radius of Lab) - plus applicable unit price	\$65/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$100 /hr
Mileage - Field Vehicle (\$30/day minimum charge)	IRS Rate
Mileage - Coring Truck	IRS Rate
Vehicle - Field Truck	\$100 / week
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage not to exceed 45 min. each way @ \$65 per hour and not more than 100 miles round trip)	\$35/trip

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$90/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)		\$70/hr
Court Appearance and Depositions (4 hr min)		\$295/hr
Drafting/CADD		\$70/hr
Clerical		\$60/hr

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$95/day
3. Ceiling Wire Dead-Weight Equip.	\$160/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor - 4hr min)	\$575/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$95/day
12. Schmidt Hammer	\$65/day
13. Skidmore Wilhelm, per day	\$195/day
14. Torque Wrench (Large), per day	\$55/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
B Diamond Coring (min. charge = field time w/travel hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal to portal)	\$0.75/mi
5. Traffic Control	Per Quote

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 340
3. Collapse – ASTM D4546 ^D	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 40
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 265
7. Expansion Index – ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head – remolded – ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) – ASTM D4972 ^C	\$ 35
10. Resistivity – ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH – CTM 643 ^C	\$ 155
12. Soil Cement – Moist.-Dens. or Sample Prep set of 3 – ASTM D558	\$ 240
13. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
14. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
15. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Moisture & Dry Density (ring samples) ^A	\$ 22
6. Moisture determination (aggregate samples) ^A	\$ 35
7. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^B	\$ 260
5. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
6. Cement Treated Base – stability	\$ 525
7. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
8. Cleanness Test – CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength – CTM 515 ^D	\$ 410
16. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^B	\$ 760
24. 'R' Value – ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175
30. Unit weight – ASTM C29	\$ 72

E Dimensional Stone Tests

1. Compressive Strength – ASTM C170 ^D	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 65
3. Modulus of Rupture – ASTM C99 ^D	\$ 115
4. Flexural Strength – ASTM C880 ^D	\$ 130

*(Comp., MOR & Flex Str. require 3 samples ea. in wet & dry conditions // & ⊥ to rft.)
(All prices are for prepared samples. Cutting and machining charges are extra.)*

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Cement content of hardened concrete – ASTM 1085 ^E	\$ 550
2. Concrete compression: 6x12 cylinders – ASTM C39 ^A	\$ 25
3. Concrete compression: 4x8 cylinders – ASTM C39 ^A	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 12.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 6
7. Concrete core compression test – ASTM C42 ^C	\$ 45
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight) ^C	\$64
12. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab trial batch, not including specimen tests – ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$50
21. Lightweight insulating concrete – unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder – ASTM C469 ^D	\$215
23. Petrographic analysis of hardened concrete – ASTM C856 (per core) ^E	\$950
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25. Splitting tensile – ASTM C496 ^D	\$175
26. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 54
3. Compressive strength, brick, 5 required – ASTM C67 ^D	\$ 45
4. Compression - masonry core ^C	\$ 45
5. Compression - masonry prisms 8" x 8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required – ASTM C140 ^D (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required ^D	\$ 42
8. Masonry Prism Pickup (ea.)	\$ 45
9. Masonry Unit Acceptance Test – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426 ^E	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 42
17. Shear test on masonry core – CBC 2105A.4 ^B	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A.4 ^B	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A – 3 working days B – 5 working days C – 7 working days
D – 10 working days E – >10 working days

TAT indicates testing time under typical conditions and is subject to change.

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B. Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$50
5. Tensile test (rebar), up to & including #8 ^C	\$55
6. Tensile test (rebar) #9, #10, #11 ^D	\$95
7. Tensile test (rebar) #14, #18 ^D	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, $\lt; \frac{1}{4}$" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >math>\gt; \frac{1}{4}</math>" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts - proof load (non-DSA) ^D	\$ 45
Bolts - ultimate load ^D	\$ 65
Bolts - hardness ^D	\$ 35
3. Nuts - proof load ^D	\$ 45
Nuts - hardness ^D	\$ 35
4. Washers - hardness ^D	\$ 35

E. Welding Procedure and Welder Qualification Tests

	<i>Coupon thickness (mild steel only)</i>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Includes evaluation of test specimens and preparation of Stamped

Welder/Procedure Qualification Records per applicable code.

*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.

**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$210
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test - ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A	\$270

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis Ignition Oven Method - CTM 382, 202 ^A	\$235
Solvent Extraction Method - ASTM D2172 ^B	\$395
4. Extraction, % bitumen only Ignition Oven Method - CTM 382 ^A	\$155
Solvent Extraction Method - ASTM 2172 ^B	\$305
5. Film stripping - CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* - AASHTO T312 ^D	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* - AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) - ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D with R.A.P. ^E	\$2,900
14. Mix proportion - HVEEM Method ^D with R.A.P. ^E	\$3,700
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, C' 309 ^A	\$200
16. Moisture content - ASTM D-1461 ^A	\$115
17. Moisture Susceptibility - AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARIM extraction ^D	\$315
20. Specific gravity of core - ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample - CTM 366 ^A Stabilometer test and mixing of sample ^B	\$185
22. Surface Abrasion - CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Standard Turn-Around-Times: (where applicable 'TAT' indicated in superscript following method):

A - 3 working days; B - 5 working days; C - 7 working days;
D - 10 working days; E - >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications - hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

TRANSPORTATION PROJECT

PROJECT #EN0082	G/L #: 643-4643-6942
Sacramento-Maple Ave. Improvements	
(Capital)	
(Capital)	
District(s): 1,2	

PROJECT MANAGER: Nick Bartsch

PROJECT DESCRIPTION & PURPOSE: Pavement Management System / Utility project on Sacramento St. between Bardsley and Pleasant; Maple Ave. between Sacramento and 'E' St. Includes ADA Concrete work, Sewer and Surface Water facility improvements.

KEY POINTS: Utility Infrastructure Improvements; Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

PROJECT STATUS: Approved by TMT on 9/23/16; 3/22/19

PROJECTED START DATE: 7/1/2018

PROJECTED END DATE: 6/30/2020

FUTURE M & O: No additional Cost
(Additional Cost & Department Responsibility)

CRITERIA (1-8): Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

	Fiscal Year					Total	Unfunded
	2017/18	2018/19	2019/20	2020/21	2021/22		
Costs Description							
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
003 - Environmental	\$0	\$5,700	\$0	\$0	\$0	\$5,700	\$ -
004 - Final Design	\$0	\$438,424	\$0	\$0	\$0	\$438,424	\$ -
005 - Construct/Impliment	\$0	\$0	\$7,081,075	\$0	\$0	\$7,081,075	\$ -
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Total Costs:	\$0	\$444,124	\$7,081,075	\$0	\$0	\$7,525,199	\$ -
Funding Sources							
022 - Gas Tax (HUTA)	\$0	\$0	\$853,931	\$0	\$0	\$853,931	\$ -
122 - Gas Tax (RMRA)	\$0	\$10,663	\$425,914	\$0	\$0	\$436,577	\$ -
643 - Franchise Fee (Solid Waste)	\$0	\$0	\$297,155	\$0	\$0	\$297,155	\$ -
643 - LTF	\$0	\$0	\$455,721	\$0	\$0	\$455,721	\$ -
643 - RDA	\$0	\$113,704	\$0	\$0	\$0	\$113,704	\$ -
077 - CDBG	\$0	\$0	\$390,000	\$0	\$0	\$390,000	\$ -
780 - Water Bonds	\$0	\$151,545	\$2,416,228	\$0	\$0	\$2,567,774	\$ -
615 - Sewer/Wastewater CIP	\$0	\$90,476	\$1,442,545	\$0	\$0	\$1,533,021	\$ -
647 - Surface Water CIP	\$0	\$77,735	\$783,680	\$0	\$0	\$861,415	\$ -
643 - Caltrans	\$0	\$0	\$15,900	\$0	\$0	\$15,900	\$ -
Total Funding:	\$0	\$444,124	\$7,081,074	\$0	\$0	\$7,525,199	\$ -

Updated: 4/23/19

**CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
MARCH 31, 2019**

TYPE OF INVESTMENT	BOOK VALUE	MARKET VALUE	CURRENT YIELD	BOOK VALUE % OF TOTAL
UNRESTRICTED INVESTMENTS - SEE PAGE 2	127,817,057	126,841,420	1.991%	62.03%
RESTRICTED INVESTMENTS - SEE PAGE 4	78,229,103	77,791,608	N/A	37.97%
TOTAL INVESTMENTS	<u>206,046,160</u>	<u>204,633,028</u>	N/A	<u>100.00%</u>

Note: The City's financial statements will report market values, not book values, at June 30 each year.

I certify that this report reflects all City investments and complies with the investment policy of the City of Tulare as approved by City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditures for the next six months.

Presented to the City Council on April 25, 2019.

Presented to the Board of Public Utility Commissioners on April 25, 2019.

Respectfully submitted, Darlene J. Thompson, CPA, Finance Director/Treasurer

Darlene J. Thompson

4-25-19

Date

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
MARCH 31, 2019

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):		ESTIMATED EARNINGS: ANNUAL THIS MONTH	BOOK VALUE % OF U/I-
		ACQUISITION MATURITY	STATED CURRENT YIELD	THIS MONTH							
				THIS MONTH	LAST MONTH						
Petty Cash	N/A	N/A	N/A	N/A	6,825	6,825	N/A	N/A	N/A	N/A	0.01%
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	2,516,597	2,516,597	N/A	N/A	N/A	N/A	1.97%
		On Demand	None		Balance per bank is \$5,093,093						
Local Agency Investment Fund (L-AIF)	State of California	Various	N/A	N/A	33,000,000	33,004,849	4,849	803,880	25.82%		
		On Demand	2.436%		*	(26,568)	66,990				
Sub-Total											
Fixed Income Investments	Various (See page 5-9)		N/A	N/A	35,523,422	35,528,271	4,849	803,880	27.79%		
Investments in Safekeeping With BNY Western Trust Company			2.263%				(26,568)	66,990			
					Per BNY WTC						
			N/A	N/A	86,293,635	(980,486)	1,722,119	67.51%			
Commerical Paper			2.020%		85,313,149	(1,623,282)	143,510				
Investments in Safekeeping With City Clerk			6.000%	N/A	6,000,000	0	0	4.69%			
			6.000%		6,000,000	0	0				
TOTAL UNRESTRICTED INVESTMENTS											
			N/A	N/A	127,817,057	(975,637)	2,525,999	100.00%			
			1.991%		126,841,420	(1,649,850)	210,500				

* L-AIF market values are based on the most currently available amortized cost information - March, 2018: 1.000146954 ~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
MARCH 31, 2019

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES	
								AS-OF DATE	DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):									
	2018 Lease Revenue and Refunding Bonds (Account No. 244938000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	5,669,481	5,669,481	03-31-19	
	2009 Sewer Revenue Bonds (Account No. 133007000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	40	40	03-31-19	
Ge Funding Cap Mkt Svcs GIC	Ge Funding	08-06-09	08-06-19	3.812% Reserve Fund	N/A	6,153,807	6,153,807	03-31-19	
	2012 Sewer Revenue Refunding Bonds (Account No. 162033000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	310,094	310,094	03-31-19	
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	925,776	925,776	03-31-19	
	2013 Sewer Revenue Refunding Bonds (Account No. 203701000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	352	352	03-31-19	
Guarantee Invest. Cont.	Bayerische Landesbank	08-01-13	11-15-22	2.310%	N/A	2,745,126	2,745,126	03-31-19	
	2015 Sewer Revenue Refunding Bonds (Account No. 261594000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	299,367	299,367	03-31-19	
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	6,668,206	6,668,206	03-31-19	
	2016 Sewer Revenue Refunding Bonds (Account No. 260)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	2,190,844	2,190,844	03-31-19	
Cash				Reserve Fund - 2009 Sewer Bonds		662,544	662,544	03-31-19	
U S Treasuries	U S Treasuries	Various	11-15-16 to 11-15-15	1.125% - 3.75% Reserve Fund - 2009 Sewer Bonds	N/A	50,125,526	49,688,031	03-31-19	
	2017 Water Revenue Bonds (Account No. 219189000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	2,469,521	2,469,521	03-31-19	

- CONTINUED ON PAGE 4 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
MARCH 31, 2019

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES
								AS-OF DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
	2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)							
	U S Bk Mmkt	Various	On Demand	Various	N/A	74	74	03-31-19
						74	74	
						<u>78,220,758</u>	<u>77,783,263</u>	
TOTAL BOND FUNDS								
Restricted Insurance Deposits Managed by Fiscal Agents:								
	Employee Welfare Fund (60)	N/A	N/A	Various	N/A	8,345	8,345	03-31-19
	Workers' Comp. Fund (61)	N/A	N/A	Various	N/A	0	0	06-30-18
	General Insurance Fund (62)	N/A	N/A	Various	N/A	0	0	06-30-18
				* Adjusted annually.		<u>8,345</u>	<u>8,345</u>	
						<u>78,229,103</u>	<u>77,791,608</u>	
TOTAL RESTRICTED INVESTMENTS				37.97%				
				Book Value % of Total Investments =				

* NOTE: Reported as information is made available.

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
MARCH 31, 2019

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				
		THIS MONTH	LAST MONTH	THIS MONTH	THIS MONTH				
U.S. GOVERNMENT AGENCY OBLIGATIONS									
Federal Home Ln Bks	3130A8MP5	07-13-16	10-13-20	1.375%	1.400%	1,500,000	1,500,000	(23,310)	20,625
			C				1,476,690	(28,365)	1,719
Federal Home Ln Bks	3130A6MH7	10-28-15	10-28-20	1.720%	1.740%	2,000,000	2,000,000	(21,920)	34,400
			C				1,978,080	(28,100)	2,867
Federal Nat'l Mortgage Assoc	3136G4AB9	09-30-16	12-30-20	1.500%	1.520%	1,500,000	1,500,000	(20,865)	22,500
			C				1,479,135	(27,900)	1,875
Federal Farm Credit Banks	3133EGMP7	07-19-16	01-19-21	1.440%	1.460%	1,000,000	999,250	(15,030)	14,400
			C				984,220	(19,900)	1,200
Federal Farm Credit Banks	3133EJAW9	01-29-18	01-29-21	2.250%	2.250%	1,500,000	1,497,825	105	33,750
			C				1,497,930	(6,975)	2,813
Federal Home Ln Bks	3130AF3A3	10-30-18	04-30-21	3.000%	3.000%	1,000,000	1,000,000	530	30,000
			C				1,000,530	670	2,500
Federal Farm Credit Banks	3133EGKA2	07-06-16	07-06-21	1.500%	1.453%	2,500,000	2,500,000	(46,350)	37,500
			C				2,453,650	(60,450)	3,125
Federal Nat'l Mortgage Assoc	3136G3A70	07-27-16	07-27-21	1.500%	1.530%	1,000,000	998,750	(16,310)	15,000
			C				982,440	(25,800)	1,250
Federal Nat'l Mortgage Assoc	3136G3G90	07-27-16	07-27-21	1.550%	1.580%	1,000,000	999,500	(15,940)	15,500
			C				983,560	(27,280)	1,292
Federal Nat'l Mortgage Assoc	3136G3C78	07-28-16	07-28-21	1.550%	1.580%	1,000,000	999,250	(15,710)	15,500
			C				983,540	(26,450)	1,292
Federal Nat'l Mortgage Assoc	3136G3130	07-28-16	07-28-21	1.600%	1.620%	2,000,000	2,000,000	(30,680)	32,000
			C				1,969,320	(48,360)	2,667
Federal Nat'l Mortgage Assoc	3136G3R72	07-28-16	07-28-21	1.650%	1.670%	2,000,000	2,000,000	(28,420)	33,000
			C				1,971,580	(53,660)	2,750
Federal Nat'l Mortgage Assoc	3136G4EF6	10-28-16	07-28-21	1.500%	1.530%	1,500,000	1,500,000	(26,370)	22,500
			C				1,473,630	(43,170)	1,875

**

Per BNY WTC

- CONTINUED ON PAGE 6 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
MARCH 31 2019

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				
		THIS MONTH	LAST MONTH	THIS MONTH	ANNUAL				
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
Federal Home Loan Mtg Corp	3134G94T1	08-24-16	08-24-21	1.550%	1.580%	2,000,000	2,000,000	(40,800)	31,000
							1,959,200	(52,920)	2,583
Federal Nat'l Mortgage Assoc	3136G3X26	08-24-16	08-24-21	1.500%	1.530%	1,500,000	1,500,000	(27,360)	22,500
							1,472,640	(44,655)	1,875
Federal Home Loan Mtg Corp	3134G9X44	08-25-16	08-25-21	1.625%	1.650%	3,000,000	3,000,000	(50,670)	48,750
							2,949,330	(68,130)	4,063
Federal Nat'l Mortgage Assoc	3136G3Y25	08-25-16	08-25-21	1.500%	1.530%	1,500,000	1,500,000	(27,405)	22,500
							1,472,595	(43,065)	1,875
Federal Home Loan Mtg Corp	3134GAEF7	09-29-16	09-29-21	1.650%	1.680%	2,000,000	2,000,000	(33,960)	33,000
							1,966,040	(46,140)	2,750
Federal Home Ln Bks	3130A9F89	09-30-16	09-30-21	1.625%	1.650%	2,000,000	1,999,200	(34,400)	32,500
							1,964,800	(45,640)	2,708
Federal Nat'l Mortgage Assoc	3136G4AH6	09-30-16	09-30-21	1.625%	1.650%	2,000,000	2,000,000	(32,880)	32,500
							1,967,120	(66,940)	2,708
Federal Nat'l Mortgage Assoc	3136G4CY7	09-30-16	09-30-21	1.500%	1.530%	1,500,000	1,499,775	(28,890)	22,500
							1,470,885	(43,980)	1,875
Federal Home Ln Banks	3130A9GS4	10-12-16	10-12-21	1.700%	1.730%	1,500,000	1,500,000	(24,300)	25,500
							1,475,700	(32,745)	2,125
Federal Home Ln Banks	3130A9KH3	10-12-16	10-12-21	1.580%	1.610%	1,500,000	1,500,000	(28,350)	23,700
							1,471,650	(36,930)	1,975
Federal Nat'l Mortgage Assoc	3136G4AS2	10-13-16	10-13-21	1.650%	1.680%	2,255,000	2,255,000	(35,471)	37,208
							2,219,529	(75,610)	3,101
Federal Nat'l Mortgage Assoc	3136G4EDI	10-25-16	10-25-21	1.550%	1.580%	1,500,000	1,500,000	(29,295)	23,250
							1,470,705	(49,725)	1,938
Federal Home Ln Banks	3130AF2Y2	10-29-18	10-29-21	3.125%	3.120%	1,000,000	1,000,000	450	31,250
							1,000,450	550	2,604

Per BNY WTC

- CONTINUED ON PAGE 7 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
MARCH 31, 2019

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
					**		Per BNY WTC		
Federal Home Ln Mtg Corp	3134GATC8	11-10-16		1.700%		2,500,000	2,500,000	(41,250)	42,500
		11-10-21	C	1.740%			2,458,750	(57,100)	3,542
Federal Farm Credit Bks	3133EJDR7	02-22-18		2.740%		1,500,000	1,499,475	555	41,100
		11-22-21	C	2.740%			1,500,030	525	3,425
Federal Home Ln Mtg Corp	3134GAUB8	11-22-16		1.650%		2,000,000	2,000,000	(35,540)	33,000
		11-22-21	C	1.680%			1,964,460	(48,520)	2,750
Federal Nat'l Mtg Corp	3136G4GM9	11-23-16		1.600%		2,000,000	2,000,000	(35,260)	32,000
		11-23-21	C	1.630%			1,964,740	(63,760)	2,667
Federal Home Ln Mtg Corp	3134GBK68	10-02-17		2.000%		2,000,000	1,998,500	(17,520)	40,000
		12-29-21	C	2.020%			1,980,980	(30,320)	3,333
Federal Home Ln Mtg Corp	3134GAYV0	12-30-16		2.000%		2,000,000	2,000,000	(19,880)	40,000
		12-30-21	C	2.020%			1,980,120	(32,820)	3,333
Federal Farm Credit Bks	3133EHYQ0	09-14-17		1.950%		1,500,000	1,500,000	(15,450)	29,250
		03-14-22	C	1.970%			1,484,550	(26,715)	2,438
Federal Home Ln Mtg Corp	3134GBXU1	07-27-17		2.250%		1,500,000	1,500,000	(14,985)	33,750
		07-27-22	C	2.270%			1,485,015	(26,610)	2,813
Federal Nat'l Mtg Assoc.	3136G4NQ2	08-23-17		2.000%		1,500,000	1,498,500	(22,815)	30,000
		08-23-22	C	2.030%			1,475,685	(35,040)	2,500
Federal Home Ln Mtg Corp	3130AC2L7	08-24-17		2.150%		1,500,000	1,500,000	(11,490)	32,250
		08-24-22	C	2.170%			1,488,510	(33,750)	2,688
Federal Farm Credit Bks	3133EHXZ1	09-12-17		2.000%		1,500,000	1,500,000	(15,825)	30,000
		09-12-22	C	2.020%			1,484,175	(32,730)	2,500
Federal Home Ln Mtg Corp	3134GBM74	09-29-17		2.150%		1,500,000	1,499,250	(9,165)	32,250
		09-29-22	C	2.160%			1,490,085	(26,445)	2,688

- CONTINUED ON PAGE 8 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
MARCH 31, 2019

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				
		THIS MONTH	LAST MONTH	THIS MONTH	ANNUAL				
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
							Per BNY WTC		
Federal Farm Credit Bks	3133EHF73	10-17-17		2.280%		1,500,000	1,500,000	(7,200)	34,200
		10-17-22	C	2.290%		1,492,800	1,492,800	(19,425)	2,850
Federal Home Ln Banks	3130ACJU9	10-26-17		2.250%		2,000,000	2,000,000	(18,760)	45,000
		10-26-22	C	2.270%		1,981,240	1,981,240	(35,300)	3,750
Federal Nat'l Mtg Corp	3136G4PV9	10-27-17		2.250%		1,500,000	1,500,000	(8,550)	33,750
		10-27-22	C	2.260%		1,491,450	1,491,450	(20,895)	2,813
Federal Home Loan Mtg Corp	3134GBW73	11-22-17		2.350%		2,000,000	2,000,000	(14,280)	47,000
		11-22-22	C	2.370%		1,985,720	1,985,720	(31,000)	3,917
Federal Farm Credit Bks	3133EHKT9	05-31-17		2.220%		1,999,700	1,999,700	(28,380)	44,400
		11-25-22	C	2.250%		1,971,320	1,971,320	(45,340)	3,700
Federal Home Loan Mtg Corp	3134GBY63	11-28-17		2.400%		2,000,000	2,000,000	(16,400)	48,000
		11-28-22	C	2.420%		1,983,600	1,983,600	(33,220)	4,000
Federal Home Loan Mtg Corp	3134GB4U3	12-29-17		2.400%		2,000,000	2,000,000	(13,980)	48,000
		12-29-22	C	2.420%		1,986,020	1,986,020	(31,120)	4,000
Federal Home Loan Mtg Corp	3134GSCQ6	02-23-18		2.750%		2,000,000	2,000,000	900	55,000
		02-23-23	C	2.750%		2,000,900	2,000,900	140	4,583
Federal Home Loan Mtg Corp	3134GSDH5	02-23-18		2.850%		2,000,000	2,000,000	620	57,000
		02-23-23	C	2.850%		2,000,620	2,000,620	(4,800)	4,750
Federal Home Ln Banks	3130AESZ4	08-22-18		3.200%		2,000,000	2,000,000	4,260	64,000
		08-22-23	C	3.190%		2,004,260	2,004,260	2,540	5,333
Federal Home Mtg Corp	3134GSXW0	09-27-18		3.250%		1,500,000	1,500,000	4,545	48,750
		09-27-23	C	3.240%		1,504,545	1,504,545	2,880	4,063
Federal Nat'l Mtg Corp	3136G4TP8	10-04-18		3.300%		1,049,213	1,049,213	4,515	34,650
		09-27-23	C	3.290%		1,053,728	1,053,728	3,412	2,888

- CONTINUED ON PAGE 9 -

CITY OF TULARE

SUMMARY TREASURER'S REPORT, CONTINUED
 FIXED INCOME INVESTMENTS, CONTINUED
 MARCH 31, 2019

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE		UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED CURRENT YIELD	CURRENT YIELD		THIS MONTH	LAST MONTH		
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED										
Federal Farm Credit Bks	3133EJE39	10-04-18		3.340%		1,000,000	1,000,000	1,000,000	4,460	33,400
		10-04-23	C	3.330%			1,004,460		3,810	2,783
Government National Mortgage Association II Pool	36202AHH3	01-24-94		8.500%		N/A	447	447	(10)	36
		09-20-22		8.130%			437	437	(9)	3
TOTAL FIXED INCOME INVESTMENTS										
All are in safekeeping with BNY Western Trust Company										
				N/A		N/A	86,293,635	86,293,635	(980,486)	1,722,119
				2.020%			85,313,149	85,313,149	(1,623,282)	143,510

Per BNY WTC

**

~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
COMMERCIAL PAPER
MARCH 31, 2019

INSTITUTION	CUSIP NUMBER	INTEREST RATES:		DATES:		BOOK VALUE	UNREALIZED	ESTIMATED
		STATED	CURRENT YIELD	ACQUISITION	INVESTED			
						MARKET VALUE	THIS MONTH	ANNUAL
							LAST MONTH	THIS MONTH
Tulare Local Healthcare District		6.000%		02/19/2019		6,000,000	0	0
		6.000%		02/19/2024		6,000,000	0	0
TOTAL COMMERCIAL PAPER		6.000%				<u>6,000,000</u>	<u>0</u>	<u>0</u>

Safekeeping with City Clerk's Office

**CITY OF TULARE
TREASURER'S EXECUTIVE SUMMARY
MARCH 31, 2019**

CHANGES IN BALANCES AND YIELDS:

CATEGORY	BOOK VALUE MARKET VALUE			AVERAGE STATED YIELD		
	MARCH	FEBRUARY	CHANGE	MARCH	FEBRUARY	CHANGE
Total Investments	206,046,160	209,714,111	(3,667,951)	N/A	N/A	N/A
	<u>204,633,028</u>	<u>207,477,204</u>	<u>(2,844,176)</u>			
	(1,413,132)	(2,236,907)	823,775			
Unrestricted Investments	127,817,057	127,957,486	(140,429)	1.991%	2.235%	-0.244%
	<u>126,841,420</u>	<u>126,307,866</u>	<u>533,554</u>			
	(975,637)	(1,649,620)	673,983			
Restricted Investments	78,229,103	81,756,625	(3,527,522)	N/A	N/A	N/A
	<u>77,791,608</u>	<u>81,169,338</u>	<u>(3,377,730)</u>			
	(437,495)	(587,287)	149,792			
Local Agency Investment Fund (LAIF)	33,000,000	28,000,000	5,000,000	2.436%	2.392%	0.044%
	<u>33,004,849</u>	<u>27,973,432</u>	<u>5,031,417</u>			
	4,849	(26,568)	31,417			
Fixed Income Investments (Total)	86,293,635	90,793,646	(4,500,011)	2.020%	2.090%	-0.070%
	<u>85,313,149</u>	<u>89,170,594</u>	<u>(3,857,445)</u>			
	(980,486)	(1,623,052)	642,566			
Commerical Paper	6,000,000	4,861,885	1,138,115	6.000%	6.000%	0.000%
	<u>6,000,000</u>	<u>4,861,885</u>	<u>1,138,115</u>			
	0	0	0			

TRANSACTIONS (BOOK VALUE): *

CATEGORY	PURCHASES	SALES / CALLS
Certificates of Deposit		Commercial Paper
		1,138,115
Fixed Income Investments		
	0	1,138,115
		Fixed Income Investments
		Government National Mortgage Assn. Pool
		Government National Mortgage Assn. Pool
		Federal Farm Credit Banks, 3.00%
		Federal Home Loan Mfg Corp., 3.00%
		Federal Home Loan Bks, 3.420%
	0	4,500,015

Net LAIF transactions are represented by the change in book value balance shown above. Changes in Restricted Investments are not shown.

CITY OF TULARE
INVESTMENTS BALANCE AND YIELD HISTORY FOR EIGHT MONTHS
MARCH 31, 2019

BOOK VALUE
MARKET VALUE
DIFFERENCE

BALANCES:

CATEGORY	FEBRUARY 2019	JANUARY 2019	DECEMBER 2018	NOVEMBER 2018	OCTOBER 2018	SEPTEMBER 2018	AUGUST 2018	JULY 2018
Total Investments	209,714,111	206,896,976	206,176,823	199,386,742	205,315,480	207,528,308	204,965,957	209,340,510
	207,477,204	204,650,777	203,683,101	195,886,256	201,320,005	203,581,639	201,492,890	205,409,930
	(2,236,907)	(2,246,199)	(2,493,722)	(3,500,486)	(3,995,475)	(3,946,669)	(3,473,067)	(3,930,580)
Unrestricted Investments	127,957,486	124,826,967	124,640,151	112,793,424	119,285,429	120,993,021	119,123,629	122,231,408
	126,307,866	123,277,502	122,893,246	110,195,034	116,259,324	118,048,049	116,600,286	119,379,926
	(1,649,620)	(1,549,465)	(1,746,905)	(2,598,390)	(3,026,105)	(2,944,972)	(2,523,343)	(2,851,482)
Restricted Investments	81,756,625	82,070,009	81,536,672	86,593,318	86,030,051	86,535,287	85,842,328	87,109,102
	81,169,338	81,423,275	80,789,855	85,691,222	85,060,681	85,533,590	84,892,604	86,030,004
	(587,287)	(646,734)	(746,817)	(902,096)	(969,370)	(1,001,697)	(949,724)	(1,079,098)
Local Agency Investment Fund (LAIF)	28,000,000	28,000,000	29,000,000	16,500,000	24,185,520	29,000,000	30,500,000	35,000,000
	27,973,432	27,973,432	28,937,140	16,464,235	24,133,096	28,945,679	30,442,870	34,934,440
	(26,568)	(26,568)	(62,860)	(35,765)	(52,424)	(54,321)	(57,130)	(65,560)
Fixed Income Investments (Total)	90,793,646	94,792,658	94,792,669	94,792,681	94,792,692	89,743,491	88,243,502	86,243,513
	89,170,594	93,219,761	93,108,624	92,230,056	91,819,011	86,852,840	85,777,289	83,457,591
	(1,623,052)	(1,572,897)	(1,684,045)	(2,562,625)	(2,973,681)	(2,890,651)	(2,466,213)	(2,785,922)
Commerical Paper	4,861,885							
	4,861,885							
	0							

AVERAGE STATED YIELDS:

Unrestricted Investments	2.235%	2.151%	2.161%	2.137%	2.159%	2.055%	2.048%	2.006%
Restricted Investments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	2.392%	2.355%	2.291%	2.208%	2.144%	2.063%	1.998%	1.944%
Fixed Income Investments (Total)	2.090%	2.140%	2.140%	2.160%	2.100%	2.070%	2.050%	2.020%
Commerical Paper	6.000%							

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-011 located in the 300 Block of M Street ("Property") to All Valley Housing Inc. in the amount of \$45,000.00 with an 18-month time frame for development and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City Council of the City of Tulare ("City") in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency ("RDA") properties offered for sale by the Successor Agency ("Agency") as part of the City Long Range Property Management Plan ("LRPMP") and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. Two (2) proposals with offers of development were received for this parcel. All Valley Housing Inc. and LifeStar Ambulance. Both were for the purchase price of \$45,000.00. LifeStar's proposal was for only two (2) of the four (4) properties, whereas All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643.

STAFF RECOMMENDATION:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-011 located in the 300 Block of M Street ("Property") to All Valley Housing Inc. in the amount of \$45,000.00 with an 18-month time frame for development and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: April 14, 2019

City Manager Approval: _____

**PROPERTY SALE AND DEVELOPMENT AGREEMENT AND ESCROW
INSTRUCTIONS**

* * * * *

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this 6th day of May, 2019 (“**Effective Date**”), by and between THE CITY OF TULARE, a municipal corporation (“**Seller**”), and ALL VALLEY HOUSING SERVICES Inc. (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Seller owns that real property located in the 300 Block of North M Street, Tulare California, APN 170-241-011, more particularly described in the attached Exhibit “1”, which is incorporated herein by reference (“**Real Property**”)

WHEREAS, Seller publically published RFP #18-643 to solicit bids and development proposals for the Real Property;

WHEREAS, Buyer’s proposal was accepted by Seller and Buyer desires to facilitate the orderly development of the Real Property; and

WHEREAS, Buyer desires to purchase the Real Property and Seller is willing to sell the Real Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“**Escrow**” opened at the offices of CHICAGO TITLE COMPANY, 1905 Hillman, Tulare, California 93274. Seller agrees to open Escrow within ten (10) days of execution of this Agreement. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Forty Five Thousand Dollars (\$45,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 21 of this Agreement.

3. **Deposit.** Within five (5) days after opening of Escrow, Buyer shall deposit Five Thousand Dollars (\$5,000.00) (“**Deposit**”) into Escrow.

4. **Possession.** Seller shall deliver legal and actual possession of the Real Property to Buyer at the Closing.

5. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder (“**Title Report**”) promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have five (5) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves (“**Objectionable Exceptions**”) plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have ten (10) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer’s failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said five (5) calendar day period shall constitute Buyer’s approval of the Title Report and all exceptions shown therein (collectively “**Permitted Exceptions**”). After Buyer’s approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer’s approval, other than ongoing real property taxes and assessments already of record.

6. **Title Insurance.** At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard CLTA Owner's Policy of Title Insurance (“**Title Policy**”), subject only to the Permitted Exceptions as determined in accordance with this Agreement. The premium for the Title Policy shall be paid as set forth in Section 21 of this Agreement. Buyer may, however, acquire extended Title Policy coverage at its sole expense.

7. Feasibility Period.

(a) During the period commencing on the Effective Date, and terminating at 5:00 p.m. on the day before the Closing Date (“**Feasibility Period**”), Buyer shall undertake, at Buyer’s expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property. Seller shall reasonably cooperate with Buyer and Buyer’s agents in providing documents and access to the Real Property relevant to Buyer’s inspection.

(b) If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer’s inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either: (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 7(b) and in subsection 7(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer’s approval of this transaction as provided in this subsection 7(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 7(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer’s behalf.

(c) Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller’s officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer’s employees, consultants, contractors, representatives or agents as a result of the condition of the Real Property; or (ii) by any person or entity as a result of the acts or omissions of Buyer or it Buyer’s employees, consultants, contractors, representatives or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 7. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

(d) Should Buyer (including Buyer's employees) and/or Buyer's consultants, contractors, representatives, or agents enter the Real Property during the Feasibility Period, each shall maintain at their own expense: (i) general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000) aggregate; and (ii) workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. All such insurance shall be carried with competent and reliable insurance companies, reasonably satisfactory to Seller. The insurance coverage required hereunder shall be primary with respect to any coverage that may be maintained by Seller. Individuals and entities required to maintain insurance to this subsection shall cause their insurers to waive all rights of subrogation against Seller and its elected and appointed officers, officials, employees, agents, and volunteers and each of them. Prior to entering the Real Property, Buyer shall furnish to Seller a certificate of insurance and endorsements from Buyer's insurers and the insurers of Buyer's consultants, contractors, representatives, and agents confirming the requirements set forth herein and stating that said insurance is in full force and effect, and that each insurance company will give Seller at least five (5) calendar days prior written notice of any termination, cancellation or modification of the terms of said insurance. Seller and its elected and appointed officers, officials, employees, agents, and volunteers, and each of them, shall be named as additional insureds on all CGL policies required under this Agreement.

8. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date:

(a) Buyer expressly acknowledges that Buyer is buying the Real Property in an "AS IS AND WHERE AS" condition, and that they have not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Real Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all reports, environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Real Property, including, without limitation, the suitability of the Real Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Real Property and the Real Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Real Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Real Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Real Property, the Real Property's fitness therefor, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

(d) Except as expressly set forth in this Agreement, from and after the Closing, Buyer will indemnify, defend, and hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller and its elected and appointed officials, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the condition, status, quality, nature or environmental state of the Real Property; provided however, such duty to indemnify, defend, and hold harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Real Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 8, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9. Existing Surveys and Reports. Within ten (10) calendar days after Seller's execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller's possession pertaining to the Real Property, including but not limited to the Phase 1 Environmental Assessment that was completed by Moore Twinning laboratories on April 10, 2018.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties:

(a) Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Real Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.

(e) Seller will not market the Real Property for sale or disposition to any other party while this Agreement is in effect.

(f) To Seller's current actual knowledge, the Real Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Real Property.

(g) Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

12. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Buyer's execution of a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" to be recorded.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above.

(e) Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby including without limitation the Purchase Price, all amounts necessary to pay Buyer's share of the closing costs, and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Tulare County.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

18. Prorations. Escrow Holder shall prorate the following items, as of the Closing, using a 365 day year: all real and personal property taxes and all other charges or assessments relating to the Real Property using the latest tax bills. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Real Property to Buyer. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.

19. Title Insurance. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in this Agreement.

20. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with Buyer's acquisition of extended coverage, if Buyer desires such additional coverage, or endorsements requested by Buyer shall be paid by Buyer; provided, however, that any endorsements which are requested by Buyer as an accommodation and at the request of Seller shall be paid by Seller;

(b) Documentary transfer taxes and costs of preparing and recording all documents shall be paid by Buyer; and

(c) All Escrow fees shall be shared equally between Buyer and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

21. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur as soon as possible or forty-five (45) calendar days following the Effective Date, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement (“**Closing**”). The date on which Closing occurs is referred to herein as “**the Closing Date**.” If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

22. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Real Property in the condition set forth in this Agreement;
- (b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;
- (d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 18 of this Agreement;
- (e) Record Seller's Grant Deed as well as the Memorandum of Purchase and Sale Agreement and Escrow Agreement in the Official Records of Tulare County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Tulare County, as appropriate; and
- (f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

23. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

24. Buyer's Post-Closing Obligations.

(a) It is Seller's intent to facilitate the Real Property with commercial development with commercial buildings or multifamily buildings for Downtown, as proposed by Buyer in its proposal to RFP #18-643. No later than thirty six (36) months from the Effective Date, the Buyer shall prepare and submit and apply to Seller plans, drawings and related documents for the planned development and construction permits, and commence the start of construction on the Real Property the "Construction Period".

(b) This Section 24 shall not prevent Buyer from developing or selling to a new property "Owner" the Real Property during the Construction Period. The commencement of development efforts shall not, however, excuse Buyer from satisfying the requirements of subsection (a) above prior to the expiration of the Permit and Construction Period.

(c) The construction on the Real Property in accordance with RFP #18-643 shall be fully permitted and in accordance with the current zoning requirements and all City, County, State and Federal Requirements. This Agreement contains no changes to the zoning or variances for the Real Property or changes to the construction permitting process. Should Buyer or property Owner fail to satisfy the requirements described in subsections (a) of this Section 23, Seller may, following the expiration of the Permit and Construction Period or the Construction Completion Period, require Buyer or property Owner to convey ownership of the Real Property back to Seller. In such case, Buyer or property Owner will, immediately upon Seller's demand: (i) execute a Grant Deed and all other documents required to restore title to Seller; (ii) pay all costs to restore title to Seller; (iii) take all action necessary to remove any liens and encumbrances recorded against the Real Property after the Closing and (iv) restore property to its original condition. Upon the Buyer or property Owner satisfying the previous conditions, Seller shall return purchase price listed in Section 2, to the Buyer or property Owner less usual and customary closing costs incurred in the sale

(d) The provisions of this Section 24 shall run with the land and to any subsequent owners of the property from the Buyer and will be set forth in the Grant Deed recorded at Closing that conveys ownership of the Real Property from Seller to Buyer.

(e) Promptly after completion of all construction and development by the Buyer or property Owner, but in no case later than forty eight (48) months from the date of this Agreement, the Buyer or property Owner shall have completed construction and shall secure a Certificate of Completion (temporary or otherwise) with respect to the Real Property, the Buyer or property Owner shall furnish the Certificate of Completion to the Seller in such form as to permit it to be recorded in the Office of the County Recorder of Tulare County. Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by permits and entitlements and this Agreement upon the Real Property and of full compliance with the terms hereof.

(f) Seller shall not unreasonably withhold any Certificate of Completion. If the Seller refuses or fails to furnish a Certificate of Completion for the Real Property after written request from the Buyer or property Owner, the Seller shall, within ten (10) days after receipt of such written request, provide the Buyer or property Owner with a written statement of the reasons the Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain the Seller's opinion of the action the Buyer or property Owner must take to obtain a Certificate or Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the Seller will issue its Certificate of Completion upon the posting of a bond by the Buyer or property Owner with the Seller in an amount representing a fair value of the work not yet completed. If the Seller shall have failed to provide such written statement within said ten (10) day period the Buyer shall be deemed entitled to the Certificate of Completion.

25. Termination by the Buyer. In the event that prior to conveyance of title to the Buyer, prior to the start of any construction on the Real Property, but no later than thirty (30) days from the opening of escrow, should the Buyer determine that the physical condition of the Real Property or the Real Property is unsuitable and that, as a result, it is not economically feasible to develop the Real Property, and has notified the Seller in writing, or the Buyer, after diligent efforts, is unable to obtain the necessary financing for development of the Real Property and provides evidence of such financing to the Seller in writing prior to starting of any construction on the Real Property, the agreement shall be terminated and Buyer shall no longer have any rights against the Seller and Seller shall return deposit to Buyer..

26. Termination by the Seller. In the event that prior to the conveyance of title to the Buyer;

- (a) The Buyer transfers or assigns this Agreement or any parts herein to another party, or
- (b) There is a significant change in ownership or identity of the Buyer, or
- (c) The Buyer does not have the necessary capital and financing to develop the Real Property, or
- (d) The Buyer fails to submit or receive the entitlement and permits necessary for the start of construction for the Real Property in the time period specified, or
- (e) The Buyer fails to pay the full Purchase Price into Escrow by the date required, or
- (f) The Buyer fails to take title to the Real Property upon tender of conveyance by the Seller, or
- (g) The Buyer is in default or in breach of any term of this Agreement;

The Seller at its option may terminate this Agreement or allow Buyer to seek a cure within 30 days or such longer time as is reasonably required for the Buyer to seek a cure. Such option by the Seller shall be provided in writing to the Buyer.

In the event of termination by the Seller under this section the Deposit made in Section 4 by the Buyer will be forfeited to the Seller.

27. Failure to Complete Improvements. Should the Buyer fail to undertake and complete its obligations as described in this Agreement the Seller shall give the Buyer fifteen (15) days written notice to commence and sixty (60) days to complete said required obligation. If the Buyer fails to complete the obligations within the sixty (60) day period, then the Seller, without further notice to the Buyer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, enforce any action allowed by law on the Real Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the Seller's said liens or assessments. Notice to the Buyer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth hereof.

Buyer shall execute, and agrees to record, a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" evidencing the requirement to return the Real Property to Seller in the case where the improvements are not completed.

28. Attorneys' Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable attorneys' fees, costs and expenses. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

29. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

30. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Buyer: Lino A. Pimentel
All Valley Housing Services Inc.
260 North J Street
Tulare, CA 93274
Phone: (559)688-8500
Email lino@linopimentel.com

To Seller: CITY OF TULARE
Attention Rob Hunt, Interim City Manager
411 East Kern Ave.
Tulare, CA 93274
Phone: (559)684-4200
Email: RHunt@tulare.ca.gov

To Seller's Legal Counsel: Mario U. Zamora, Interim City Attorney
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 East Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656
Email: zamora@griswoldlasalle.com

29. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Except as is otherwise provided herein, each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

30. Successors and Assigns. Buyer may not, without the Seller's consent, which consent may be withheld in Seller's sole discretion, assign any duties or rights hereunder to a third party as long as Seller owns the Real Property. Should Seller consent to an assignment of this Agreement, Buyer shall guarantee in writing the performance of this Agreement by their successor-in-interest.

31. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement, including but not limited to Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement.

32. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

33. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

34. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

35. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

36. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

37. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

38. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, 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 sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sub lessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

“SELLER”

CITY OF TULARE, a municipal corporation

Dated: _____, 2019

By: _____
Rob Hunt, Interim City Manager

“BUYER”

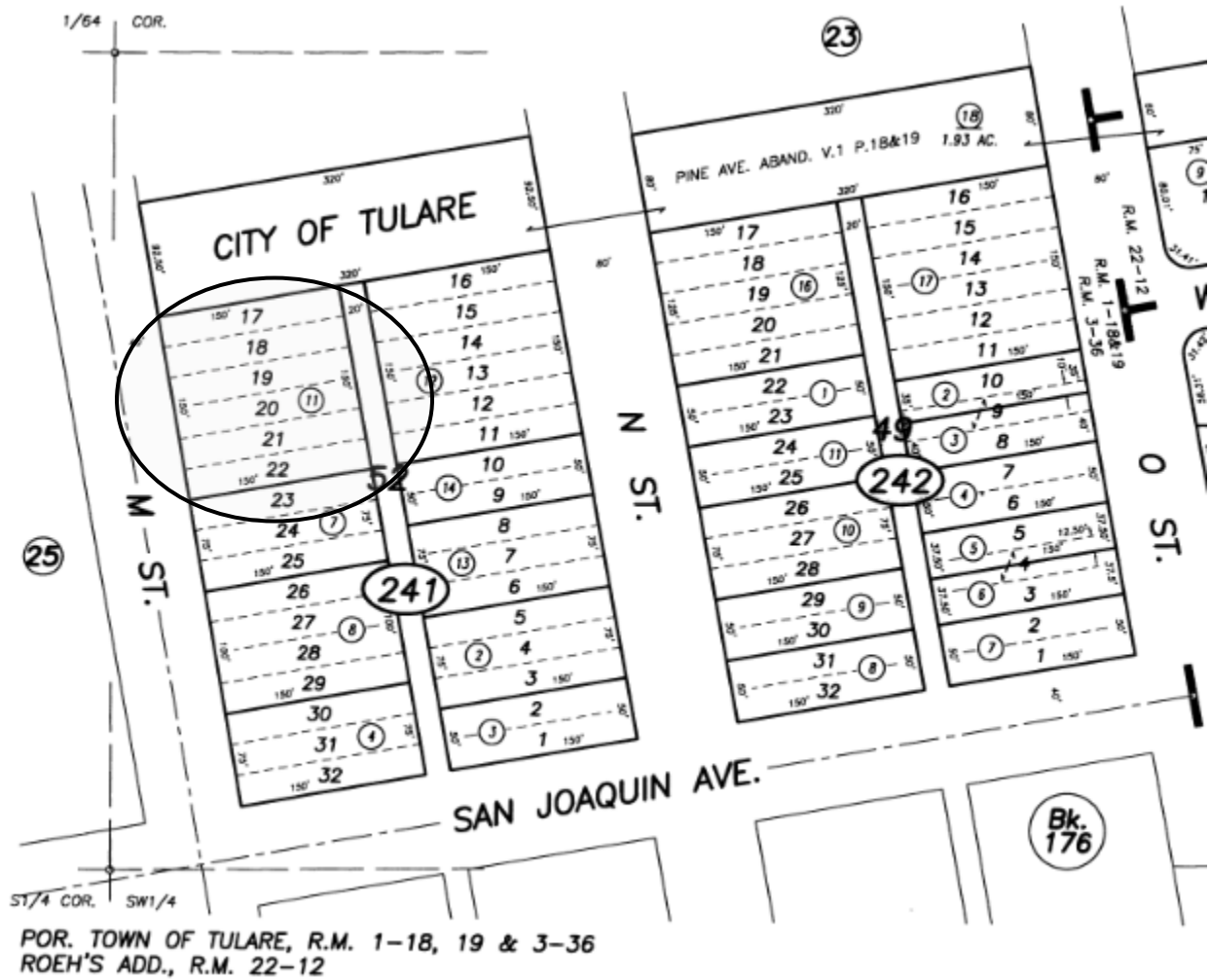
ALL VALLEY HOUSING SERVICES Inc.

Dated: _____, 2019

By: _____
Lino A. Pimentel, Chief Executive Officer

EXHIBIT "1"

300 Block of North M Street, Tulare
APN #170-241-011
LOTS 17 TO 22 BLK 52 TULARE B1 P18/19 OM



AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-012 located in the 300 Block of N Street ("Property") to All Valley Housing Inc. in the amount of \$45,000.00 with a 24-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City Council of the City of Tulare ("City") in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency ("RDA") properties offered for sale by the Successor Agency ("Agency") as part of the City Long Range Property Management Plan ("LRPMP") and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. Two (2) proposals with offers of development were received for this parcel. All Valley Housing Inc. and LifeStar Ambulance. Both were for the purchase price of \$45,000.00. LifeStar's proposal was for only two (2) of the four (4) properties, whereas All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643.

STAFF RECOMMENDATION:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-241-012 located in the 300 Block of N Street ("Property") to All Valley Housing Inc. in the amount of \$45,000.00 with a 24-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: April 14, 2019

City Manager Approval: _____

PROPERTY SALE AND DEVELOPMENT AGREEMENT AND ESCROW INSTRUCTIONS

* * * * *

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this 6th day of May, 2019 (“**Effective Date**”), by and between THE CITY OF TULARE, a municipal corporation (“**Seller**”), and ALL VALLEY HOUSING SERVICES Inc. (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Seller owns that real property located in the 300 Block of North M Street, Tulare California, APN 170-241-012, more particularly described in the attached Exhibit “1”, which is incorporated herein by reference (“**Real Property**”)

WHEREAS, Seller publically published RFP #18-643 to solicit bids and development proposals for the Real Property;

WHEREAS, Buyer’s proposal was accepted by Seller and Buyer desires to facilitate the orderly development of the Real Property; and

WHEREAS, Buyer desires to purchase the Real Property and Seller is willing to sell the Real Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“**Escrow**” opened at the offices of CHICAGO TITLE COMPANY, 1905 Hillman, Tulare, California 93274. Seller agrees to open Escrow within ten (10) days of execution of this Agreement. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Forty Five Thousand Dollars (\$45,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 21 of this Agreement.

3. **Deposit.** Within five (5) days after opening of Escrow, Buyer shall deposit Five Thousand Dollars (\$5,000.00) (“**Deposit**”) into Escrow.

4. **Possession.** Seller shall deliver legal and actual possession of the Real Property to Buyer at the Closing.

5. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder (“**Title Report**”) promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have five (5) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves (“**Objectionable Exceptions**”) plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have ten (10) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer’s failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said five (5) calendar day period shall constitute Buyer’s approval of the Title Report and all exceptions shown therein (collectively “**Permitted Exceptions**”). After Buyer’s approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer’s approval, other than ongoing real property taxes and assessments already of record.

6. **Title Insurance.** At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard CLTA Owner's Policy of Title Insurance (“**Title Policy**”), subject only to the Permitted Exceptions as determined in accordance with this Agreement. The premium for the Title Policy shall be paid as set forth in Section 21 of this Agreement. Buyer may, however, acquire extended Title Policy coverage at its sole expense.

7. Feasibility Period.

(a) During the period commencing on the Effective Date, and terminating at 5:00 p.m. on the day before the Closing Date (“**Feasibility Period**”), Buyer shall undertake, at Buyer’s expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property. Seller shall reasonably cooperate with Buyer and Buyer’s agents in providing documents and access to the Real Property relevant to Buyer’s inspection.

(b) If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer’s inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either: (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 7(b) and in subsection 7(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer’s approval of this transaction as provided in this subsection 7(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 7(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer’s behalf.

(c) Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller’s officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer’s employees, consultants, contractors, representatives or agents as a result of the condition of the Real Property; or (ii) by any person or entity as a result of the acts or omissions of Buyer or it Buyer’s employees, consultants, contractors, representatives or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 7. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

(d) Should Buyer (including Buyer's employees) and/or Buyer's consultants, contractors, representatives, or agents enter the Real Property during the Feasibility Period, each shall maintain at their own expense: (i) general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000) aggregate; and (ii) workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. All such insurance shall be carried with competent and reliable insurance companies, reasonably satisfactory to Seller. The insurance coverage required hereunder shall be primary with respect to any coverage that may be maintained by Seller. Individuals and entities required to maintain insurance to this subsection shall cause their insurers to waive all rights of subrogation against Seller and its elected and appointed officers, officials, employees, agents, and volunteers and each of them. Prior to entering the Real Property, Buyer shall furnish to Seller a certificate of insurance and endorsements from Buyer's insurers and the insurers of Buyer's consultants, contractors, representatives, and agents confirming the requirements set forth herein and stating that said insurance is in full force and effect, and that each insurance company will give Seller at least five (5) calendar days prior written notice of any termination, cancellation or modification of the terms of said insurance. Seller and its elected and appointed officers, officials, employees, agents, and volunteers, and each of them, shall be named as additional insureds on all CGL policies required under this Agreement.

8. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date:

(a) Buyer expressly acknowledges that Buyer is buying the Real Property in an "AS IS AND WHERE AS" condition, and that they have not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Real Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all reports, environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Real Property, including, without limitation, the suitability of the Real Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Real Property and the Real Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Real Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Real Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Real Property, the Real Property's fitness therefor, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

(d) Except as expressly set forth in this Agreement, from and after the Closing, Buyer will indemnify, defend, and hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller and its elected and appointed officials, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the condition, status, quality, nature or environmental state of the Real Property; provided however, such duty to indemnify, defend, and hold harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Real Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 8, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9. Existing Surveys and Reports. Within ten (10) calendar days after Seller's execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller's possession pertaining to the Real Property, including but not limited to the Phase 1 Environmental Assessment that was completed by Moore Twinning laboratories on April 10, 2018.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties:

(a) Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Real Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.

(e) Seller will not market the Real Property for sale or disposition to any other party while this Agreement is in effect.

(f) To Seller's current actual knowledge, the Real Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Real Property.

(g) Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

12. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Buyer's execution of a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" to be recorded.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above.

(e) Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby including without limitation the Purchase Price, all amounts necessary to pay Buyer's share of the closing costs, and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Tulare County.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

18. Prorations. Escrow Holder shall prorate the following items, as of the Closing, using a 365 day year: all real and personal property taxes and all other charges or assessments relating to the Real Property using the latest tax bills. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Real Property to Buyer. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.

19. Title Insurance. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in this Agreement.

20. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with Buyer's acquisition of extended coverage, if Buyer desires such additional coverage, or endorsements requested by Buyer shall be paid by Buyer; provided, however, that any endorsements which are requested by Buyer as an accommodation and at the request of Seller shall be paid by Seller;

(b) Documentary transfer taxes and costs of preparing and recording all documents shall be paid by Buyer; and

(c) All Escrow fees shall be shared equally between Buyer and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

21. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur as soon as possible or forty-five (45) calendar days following the Effective Date, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement (“**Closing**”). The date on which Closing occurs is referred to herein as “**the Closing Date**.” If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

22. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Real Property in the condition set forth in this Agreement;
- (b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;
- (d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 18 of this Agreement;
- (e) Record Seller's Grant Deed as well as the Memorandum of Purchase and Sale Agreement and Escrow Agreement in the Official Records of Tulare County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Tulare County, as appropriate; and
- (f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

23. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

24. Buyer's Post-Closing Obligations.

(a) It is Seller's intent to facilitate the Real Property with commercial development with commercial buildings or multifamily buildings for Downtown, as proposed by Buyer in its proposal to RFP #18-643. No later than twenty four (24) months from the Effective Date, the Buyer shall prepare and submit and apply to Seller plans, drawings and related documents for the planned development and construction permits, and commence the start of construction on the Real Property the "Construction Period".

(b) This Section 24 shall not prevent Buyer from developing or selling to a new property "Owner" the Real Property during the Construction Period. The commencement of development efforts shall not, however, excuse Buyer from satisfying the requirements of subsection (a) above prior to the expiration of the Permit and Construction Period.

(c) The construction on the Real Property in accordance with RFP #18-643 shall be fully permitted and in accordance with the current zoning requirements and all City, County, State and Federal Requirements. This Agreement contains no changes to the zoning or variances for the Real Property or changes to the construction permitting process. Should Buyer or property Owner fail to satisfy the requirements described in subsections (a) of this Section 23, Seller may, following the expiration of the Permit and Construction Period or the Construction Completion Period, require Buyer or property Owner to convey ownership of the Real Property back to Seller. In such case, Buyer or property Owner will, immediately upon Seller's demand: (i) execute a Grant Deed and all other documents required to restore title to Seller; (ii) pay all costs to restore title to Seller; (iii) take all action necessary to remove any liens and encumbrances recorded against the Real Property after the Closing and (iv) restore property to its original condition. Upon the Buyer or property Owner satisfying the previous conditions, Seller shall return purchase price listed in Section 2, to the Buyer or property Owner less usual and customary closing costs incurred in the sale

(d) The provisions of this Section 24 shall run with the land and to any subsequent owners of the property from the Buyer and will be set forth in the Grant Deed recorded at Closing that conveys ownership of the Real Property from Seller to Buyer.

(e) Promptly after completion of all construction and development by the Buyer or property Owner, but in no case later than thirty six (36) months from the date of this Agreement, the Buyer or property Owner shall have completed construction and shall secure a Certificate of Completion (temporary or otherwise) with respect to the Real Property, the Buyer or property Owner shall furnish the Certificate of Completion to the Seller in such form as to permit it to be recorded in the Office of the County Recorder of Tulare County. Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by permits and entitlements and this Agreement upon the Real Property and of full compliance with the terms hereof.

(f) Seller shall not unreasonably withhold any Certificate of Completion. If the Seller refuses or fails to furnish a Certificate of Completion for the Real Property after written request from the Buyer or property Owner, the Seller shall, within ten (10) days after receipt of such written request, provide the Buyer or property Owner with a written statement of the reasons the Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain the Seller's opinion of the action the Buyer or property Owner must take to obtain a Certificate or Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the Seller will issue its Certificate of Completion upon the posting of a bond by the Buyer or property Owner with the Seller in an amount representing a fair value of the work not yet completed. If the Seller shall have failed to provide such written statement within said ten (10) day period the Buyer shall be deemed entitled to the Certificate of Completion.

25. Termination by the Buyer. In the event that prior to conveyance of title to the Buyer, prior to the start of any construction on the Real Property, but no later than thirty (30) days from the opening of escrow, should the Buyer determine that the physical condition of the Real Property or the Real Property is unsuitable and that, as a result, it is not economically feasible to develop the Real Property, and has notified the Seller in writing, or the Buyer, after diligent efforts, is unable to obtain the necessary financing for development of the Real Property and provides evidence of such financing to the Seller in writing prior to starting of any construction on the Real Property, the agreement shall be terminated and Buyer shall no longer have any rights against the Seller and Seller shall return deposit to Buyer..

26. Termination by the Seller. In the event that prior to the conveyance of title to the Buyer;

- (a) The Buyer transfers or assigns this Agreement or any parts herein to another party, or
- (b) There is a significant change in ownership or identity of the Buyer, or
- (c) The Buyer does not have the necessary capital and financing to develop the Real Property, or
- (d) The Buyer fails to submit or receive the entitlement and permits necessary for the start of construction for the Real Property in the time period specified, or
- (e) The Buyer fails to pay the full Purchase Price into Escrow by the date required, or
- (f) The Buyer fails to take title to the Real Property upon tender of conveyance by the Seller, or
- (g) The Buyer is in default or in breach of any term of this Agreement;

The Seller at its option may terminate this Agreement or allow Buyer to seek a cure within 30 days or such longer time as is reasonably required for the Buyer to seek a cure. Such option by the Seller shall be provided in writing to the Buyer.

In the event of termination by the Seller under this section the Deposit made in Section 4 by the Buyer will be forfeited to the Seller.

27. Failure to Complete Improvements. Should the Buyer fail to undertake and complete its obligations as described in this Agreement the Seller shall give the Buyer fifteen (15) days written notice to commence and sixty (60) days to complete said required obligation. If the Buyer fails to complete the obligations within the sixty (60) day period, then the Seller, without further notice to the Buyer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, enforce any action allowed by law on the Real Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the Seller's said liens or assessments. Notice to the Buyer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth hereof.

Buyer shall execute, and agrees to record, a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" evidencing the requirement to return the Real Property to Seller in the case where the improvements are not completed.

28. Attorneys' Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable attorneys' fees, costs and expenses. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

29. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

30. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Buyer: Lino A. Pimentel
All Valley Housing Services Inc.
260 North J Street
Tulare, CA 93274
Phone: (559)688-8500
Email lino@linopimentel.com

To Seller: CITY OF TULARE
Attention Rob Hunt, Interim City Manager
411 East Kern Ave.
Tulare, CA 93274
Phone: (559)684-4200
Email: RHunt@tulare.ca.gov

To Seller's Legal Counsel: Mario U. Zamora, Interim City Attorney
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 East Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656
Email: zamora@griswoldlasalle.com

29. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Except as is otherwise provided herein, each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

30. Successors and Assigns. Buyer may not, without the Seller's consent, which consent may be withheld in Seller's sole discretion, assign any duties or rights hereunder to a third party as long as Seller owns the Real Property. Should Seller consent to an assignment of this Agreement, Buyer shall guarantee in writing the performance of this Agreement by their successor-in-interest.

31. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement, including but not limited to Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement.

32. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

33. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

34. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

35. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

36. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

37. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

38. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, 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 sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sub lessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

“SELLER”

CITY OF TULARE, a municipal corporation

Dated: _____, 2019

By: _____
Rob Hunt, Interim City Manager

“BUYER”

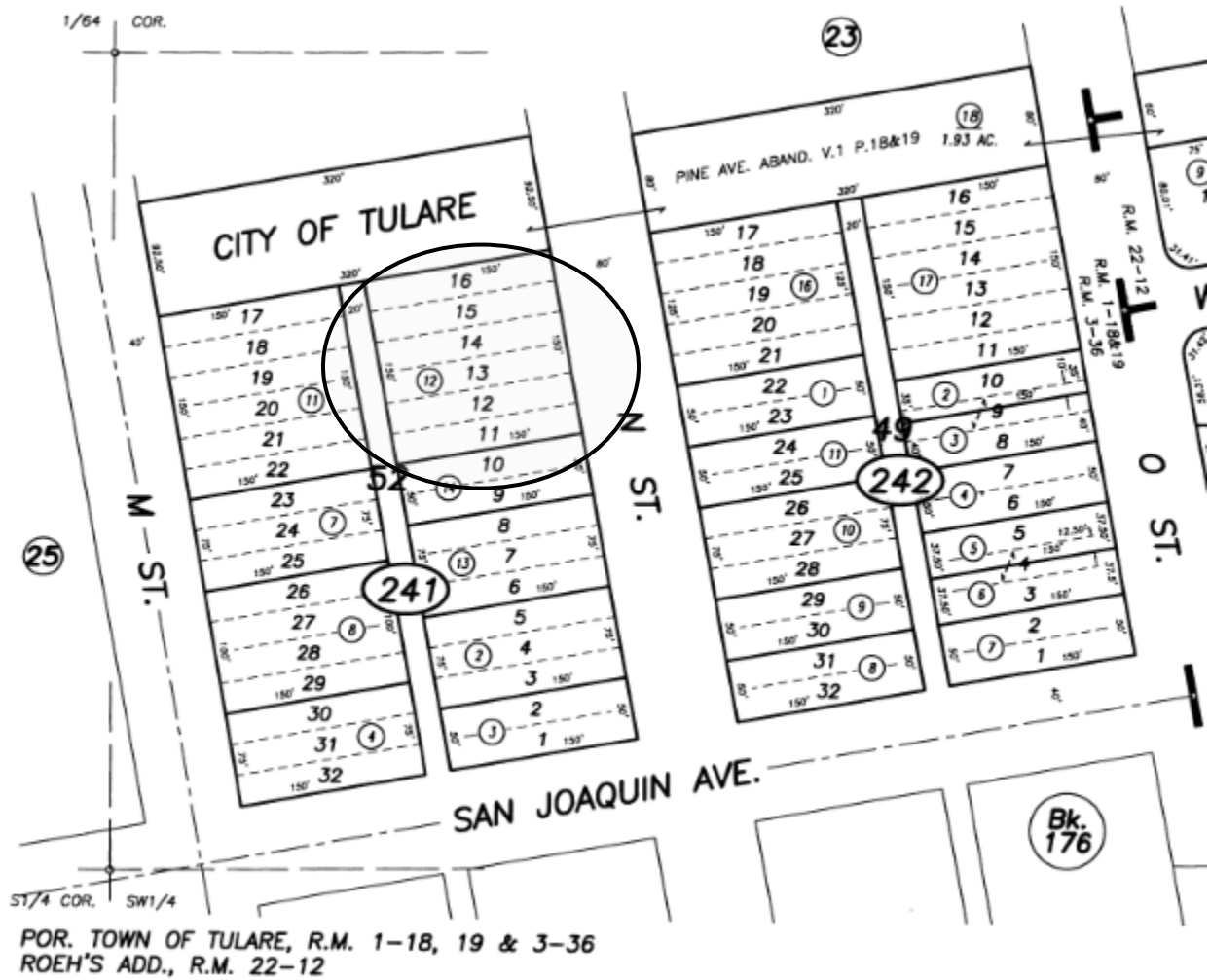
ALL VALLEY HOUSING SERVICES Inc.

Dated: _____, 2019

By: _____
Lino A. Pimentel, Chief Executive Officer

EXHIBIT "1"

300 Block of North N Street, Tulare
APN #170-241-012
LOTS 16 TO 11 BLK 52 TULARE B1 P18/19 OM



AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-016 located in the 300 Block North N Street ("Property") to All Valley Housing Inc. in the amount of \$41,250.00 with a 36-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City Council of the City of Tulare ("City") in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency ("RDA") properties offered for sale by the Successor Agency ("Agency") as part of the City Long Range Property Management Plan ("LRPMP") and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. One (1) proposal with offers of development was received for this parcel, from All Valley Housing Inc. for the purchase price of \$41,250. All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643.

STAFF RECOMMENDATION:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-016 located in the 300 Block North N Street ("Property") to All Valley Housing Inc. in the amount of \$41,250.00 with a 36-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: April 14, 2019

City Manager Approval: _____

**PROPERTY SALE AND DEVELOPMENT AGREEMENT AND ESCROW
INSTRUCTIONS**

* * * * *

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this 6th day of May, 2019 (“**Effective Date**”), by and between THE CITY OF TULARE, a municipal corporation (“**Seller**”), and ALL VALLEY HOUSING SERVICES Inc. (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Seller owns that real property located in the 300 Block of North O Street, Tulare California, APN 170-242-016, more particularly described in the attached Exhibit “1”, which is incorporated herein by reference (“**Real Property**”)

WHEREAS, Seller publically published RFP #18-643 to solicit bids and development proposals for the Real Property;

WHEREAS, Buyer’s proposal was accepted by Seller and Buyer desires to facilitate the orderly development of the Real Property; and

WHEREAS, Buyer desires to purchase the Real Property and Seller is willing to sell the Real Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“**Escrow**” opened at the offices of CHICAGO TITLE COMPANY, 1905 Hillman, Tulare, California 93274. Seller agrees to open Escrow within ten (10) days of execution of this Agreement. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Forty One Thousand Two Hundred and Fifty Dollars (\$41,250.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 21 of this Agreement.

3. **Deposit.** Within five (5) days after opening of Escrow, Buyer shall deposit Five Thousand Dollars (\$5,000.00) (“**Deposit**”) into Escrow.

4. **Possession.** Seller shall deliver legal and actual possession of the Real Property to Buyer at the Closing.

5. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder (“**Title Report**”) promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have five (5) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves (“**Objectionable Exceptions**”) plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have ten (10) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer’s failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said five (5) calendar day period shall constitute Buyer’s approval of the Title Report and all exceptions shown therein (collectively “**Permitted Exceptions**”). After Buyer’s approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer’s approval, other than ongoing real property taxes and assessments already of record.

6. **Title Insurance.** At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard CLTA Owner's Policy of Title Insurance (“**Title Policy**”), subject only to the Permitted Exceptions as determined in accordance with this Agreement. The premium for the Title Policy shall be paid as set forth in Section 21 of this Agreement. Buyer may, however, acquire extended Title Policy coverage at its sole expense.

7. Feasibility Period.

(a) During the period commencing on the Effective Date, and terminating at 5:00 p.m. on the day before the Closing Date (“**Feasibility Period**”), Buyer shall undertake, at Buyer’s expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property. Seller shall reasonably cooperate with Buyer and Buyer’s agents in providing documents and access to the Real Property relevant to Buyer’s inspection.

(b) If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer’s inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either: (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 7(b) and in subsection 7(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer’s approval of this transaction as provided in this subsection 7(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 7(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer’s behalf.

(c) Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller’s officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer’s employees, consultants, contractors, representatives or agents as a result of the condition of the Real Property; or (ii) by any person or entity as a result of the acts or omissions of Buyer or it Buyer’s employees, consultants, contractors, representatives or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 7. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

(d) Should Buyer (including Buyer's employees) and/or Buyer's consultants, contractors, representatives, or agents enter the Real Property during the Feasibility Period, each shall maintain at their own expense: (i) general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000) aggregate; and (ii) workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. All such insurance shall be carried with competent and reliable insurance companies, reasonably satisfactory to Seller. The insurance coverage required hereunder shall be primary with respect to any coverage that may be maintained by Seller. Individuals and entities required to maintain insurance to this subsection shall cause their insurers to waive all rights of subrogation against Seller and its elected and appointed officers, officials, employees, agents, and volunteers and each of them. Prior to entering the Real Property, Buyer shall furnish to Seller a certificate of insurance and endorsements from Buyer's insurers and the insurers of Buyer's consultants, contractors, representatives, and agents confirming the requirements set forth herein and stating that said insurance is in full force and effect, and that each insurance company will give Seller at least five (5) calendar days prior written notice of any termination, cancellation or modification of the terms of said insurance. Seller and its elected and appointed officers, officials, employees, agents, and volunteers, and each of them, shall be named as additional insureds on all CGL policies required under this Agreement.

8. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date:

(a) Buyer expressly acknowledges that Buyer is buying the Real Property in an "AS IS AND WHERE AS" condition, and that they have not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Real Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all reports, environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Real Property, including, without limitation, the suitability of the Real Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Real Property and the Real Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Real Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Real Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Real Property, the Real Property's fitness therefor, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

(d) Except as expressly set forth in this Agreement, from and after the Closing, Buyer will indemnify, defend, and hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller and its elected and appointed officials, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the condition, status, quality, nature or environmental state of the Real Property; provided however, such duty to indemnify, defend, and hold harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Real Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 8, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9. Existing Surveys and Reports. Within ten (10) calendar days after Seller's execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller's possession pertaining to the Real Property, including but not limited to the Phase 1 Environmental Assessment that was completed by Moore Twinning laboratories on April 10, 2018.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties:

(a) Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Real Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.

(e) Seller will not market the Real Property for sale or disposition to any other party while this Agreement is in effect.

(f) To Seller's current actual knowledge, the Real Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Real Property.

(g) Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

12. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Buyer's execution of a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" to be recorded.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above.

(e) Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby including without limitation the Purchase Price, all amounts necessary to pay Buyer's share of the closing costs, and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Tulare County.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

18. Prorations. Escrow Holder shall prorate the following items, as of the Closing, using a 365 day year: all real and personal property taxes and all other charges or assessments relating to the Real Property using the latest tax bills. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Real Property to Buyer. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.

19. Title Insurance. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in this Agreement.

20. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with Buyer's acquisition of extended coverage, if Buyer desires such additional coverage, or endorsements requested by Buyer shall be paid by Buyer; provided, however, that any endorsements which are requested by Buyer as an accommodation and at the request of Seller shall be paid by Seller;

(b) Documentary transfer taxes and costs of preparing and recording all documents shall be paid by Buyer; and

(c) All Escrow fees shall be shared equally between Buyer and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

21. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur as soon as possible or forty-five (45) calendar days following the Effective Date, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement (“**Closing**”). The date on which Closing occurs is referred to herein as “**the Closing Date**.” If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

22. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Real Property in the condition set forth in this Agreement;
- (b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;
- (d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 18 of this Agreement;
- (e) Record Seller's Grant Deed as well as the Memorandum of Purchase and Sale Agreement and Escrow Agreement in the Official Records of Tulare County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Tulare County, as appropriate; and
- (f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

23. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

24. Buyer's Post-Closing Obligations.

(a) It is Seller's intent to facilitate the Real Property with commercial development with commercial buildings or multifamily buildings for Downtown, as proposed by Buyer in its proposal to RFP #18-643. No later than eighteen (18) months from the Effective Date, the Buyer shall prepare and submit and apply to Seller plans, drawings and related documents for the planned development and construction permits, and commence the start of construction on the Real Property the "Construction Period".

(b) This Section 24 shall not prevent Buyer from developing or selling to a new property "Owner" the Real Property during the Construction Period. The commencement of development efforts shall not, however, excuse Buyer from satisfying the requirements of subsection (a) above prior to the expiration of the Permit and Construction Period.

(c) The construction on the Real Property in accordance with RFP #18-643 shall be fully permitted and in accordance with the current zoning requirements and all City, County, State and Federal Requirements. This Agreement contains no changes to the zoning or variances for the Real Property or changes to the construction permitting process. Should Buyer or property Owner fail to satisfy the requirements described in subsections (a) of this Section 23, Seller may, following the expiration of the Permit and Construction Period or the Construction Completion Period, require Buyer or property Owner to convey ownership of the Real Property back to Seller. In such case, Buyer or property Owner will, immediately upon Seller's demand: (i) execute a Grant Deed and all other documents required to restore title to Seller; (ii) pay all costs to restore title to Seller; (iii) take all action necessary to remove any liens and encumbrances recorded against the Real Property after the Closing and (iv) restore property to its original condition. Upon the Buyer or property Owner satisfying the previous conditions, Seller shall return purchase price listed in Section 2, to the Buyer or property Owner less usual and customary closing costs incurred in the sale

(d) The provisions of this Section 24 shall run with the land and to any subsequent owners of the property from the Buyer and will be set forth in the Grant Deed recorded at Closing that conveys ownership of the Real Property from Seller to Buyer.

(e) Promptly after completion of all construction and development by the Buyer or property Owner, but in no case later than twenty four (24) months from the date of this Agreement, the Buyer or property Owner shall have completed construction and shall secure a Certificate of Completion (temporary or otherwise) with respect to the Real Property, the Buyer or property Owner shall furnish the Certificate of Completion to the Seller in such form as to permit it to be recorded in the Office of the County Recorder of Tulare County. Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by permits and entitlements and this Agreement upon the Real Property and of full compliance with the terms hereof.

(f) Seller shall not unreasonably withhold any Certificate of Completion. If the Seller refuses or fails to furnish a Certificate of Completion for the Real Property after written request from the Buyer or property Owner, the Seller shall, within ten (10) days after receipt of such written request, provide the Buyer or property Owner with a written statement of the reasons the Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain the Seller's opinion of the action the Buyer or property Owner must take to obtain a Certificate or Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the Seller will issue its Certificate of Completion upon the posting of a bond by the Buyer or property Owner with the Seller in an amount representing a fair value of the work not yet completed. If the Seller shall have failed to provide such written statement within said ten (10) day period the Buyer shall be deemed entitled to the Certificate of Completion.

25. Termination by the Buyer. In the event that prior to conveyance of title to the Buyer, prior to the start of any construction on the Real Property, but no later than thirty (30) days from the opening of escrow, should the Buyer determine that the physical condition of the Real Property or the Real Property is unsuitable and that, as a result, it is not economically feasible to develop the Real Property, and has notified the Seller in writing, or the Buyer, after diligent efforts, is unable to obtain the necessary financing for development of the Real Property and provides evidence of such financing to the Seller in writing prior to starting of any construction on the Real Property, the agreement shall be terminated and Buyer shall no longer have any rights against the Seller and Seller shall return deposit to Buyer..

26. Termination by the Seller. In the event that prior to the conveyance of title to the Buyer;

- (a) The Buyer transfers or assigns this Agreement or any parts herein to another party, or
- (b) There is a significant change in ownership or identity of the Buyer, or
- (c) The Buyer does not have the necessary capital and financing to develop the Real Property, or
- (d) The Buyer fails to submit or receive the entitlement and permits necessary for the start of construction for the Real Property in the time period specified, or
- (e) The Buyer fails to pay the full Purchase Price into Escrow by the date required, or
- (f) The Buyer fails to take title to the Real Property upon tender of conveyance by the Seller, or
- (g) The Buyer is in default or in breach of any term of this Agreement;

The Seller at its option may terminate this Agreement or allow Buyer to seek a cure within 30 days or such longer time as is reasonably required for the Buyer to seek a cure. Such option by the Seller shall be provided in writing to the Buyer.

In the event of termination by the Seller under this section the Deposit made in Section 4 by the Buyer will be forfeited to the Seller.

27. Failure to Complete Improvements. Should the Buyer fail to undertake and complete its obligations as described in this Agreement the Seller shall give the Buyer fifteen (15) days written notice to commence and sixty (60) days to complete said required obligation. If the Buyer fails to complete the obligations within the sixty (60) day period, then the Seller, without further notice to the Buyer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, enforce any action allowed by law on the Real Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the Seller's said liens or assessments. Notice to the Buyer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth hereof.

Buyer shall execute, and agrees to record, a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" evidencing the requirement to return the Real Property to Seller in the case where the improvements are not completed.

28. Attorneys' Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable attorneys' fees, costs and expenses. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

29. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

30. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Buyer: Lino A. Pimentel
All Valley Housing Services Inc.
260 North J Street
Tulare, CA 93274
Phone: (559)688-8500
Email lino@linopimentel.com

To Seller: CITY OF TULARE
Attention Rob Hunt, Interim City Manager
411 East Kern Ave.
Tulare, CA 93274
Phone: (559)684-4200
Email: RHunt@tulare.ca.gov

To Seller's Legal Counsel: Mario U. Zamora, Interim City Attorney
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 East Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656
Email: zamora@griswoldlasalle.com

29. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Except as is otherwise provided herein, each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

30. Successors and Assigns. Buyer may not, without the Seller's consent, which consent may be withheld in Seller's sole discretion, assign any duties or rights hereunder to a third party as long as Seller owns the Real Property. Should Seller consent to an assignment of this Agreement, Buyer shall guarantee in writing the performance of this Agreement by their successor-in-interest.

31. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement, including but not limited to Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement.

32. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

33. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

34. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

35. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

36. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

37. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

38. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, 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 sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sub lessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

“SELLER”

CITY OF TULARE, a municipal corporation

Dated: _____, 2019

By: _____
Rob Hunt, Interim City Manager

“BUYER”

ALL VALLEY HOUSING SERVICES Inc.

Dated: _____, 2019

By: _____
Lino A. Pimentel, Chief Executive Officer

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-017 located in the 300 Block North O Street ("Property") to All Valley Housing Inc. in the amount of \$41,250.00 with a 12-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City Council of the City of Tulare ("City") in order to foster its goals of increased economic development asked staff to review all the former Redevelopment Agency ("RDA") properties offered for sale by the Successor Agency ("Agency") as part of the City Long Range Property Management Plan ("LRPMP") and to select those that would have the greatest value to the City for future economic development. This Property was purchased from the Agency by the City for that purpose.

RFP #18-643 was published to solicit purchase and development proposals on four properties that would best suit the needs of the City. One (1) proposal with offers of development was received for this parcel, from All Valley Housing Inc. for the purchase price of \$41,250. All Valley Housing Inc. proposed offers and development proposals for all four (4) of the properties offered in RFP#18-643.

STAFF RECOMMENDATION:

Approve the sale of real property with Development Agreement under RFP #18-643, APN # 170-242-017 located in the 300 Block North O Street ("Property") to All Valley Housing Inc. in the amount of \$41,250.00 with a 12-month time frame for development, and allow the City Manager to sign all documents required for the sale and Legal Counsel to make any minor conforming changes.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: April 14, 2019

City Manager Approval: _____

**PROPERTY SALE AND DEVELOPMENT AGREEMENT AND ESCROW
INSTRUCTIONS**

* * * * *

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this 6th day of May, 2019 (“**Effective Date**”), by and between THE CITY OF TULARE, a municipal corporation (“**Seller**”), and ALL VALLEY HOUSING SERVICES Inc. (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

WHEREAS, Seller owns that real property located in the 300 Block of North O Street, Tulare California, APN 170-242-017, more particularly described in the attached Exhibit “1”, which is incorporated herein by reference (“**Real Property**”)

WHEREAS, Seller publically published RFP #18-643 to solicit bids and development proposals for the Real Property;

WHEREAS, Buyer’s proposal was accepted by Seller and Buyer desires to facilitate the orderly development of the Real Property; and

WHEREAS, Buyer desires to purchase the Real Property and Seller is willing to sell the Real Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Subject to the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy at the Closing, as defined in this Agreement, the Real Property. The sale and purchase of the Real Property shall be consummated by means of an escrow (“**Escrow**” opened at the offices of CHICAGO TITLE COMPANY, 1905 Hillman, Tulare, California 93274. Seller agrees to open Escrow within ten (10) days of execution of this Agreement. This Agreement shall constitute the instructions for the Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in their sole discretion.

2. **Purchase Price.** The purchase price for the Real Property shall be Forty One Thousand Two Hundred and Fifty Dollars (\$41,250.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 21 of this Agreement.

3. **Deposit.** Within five (5) days after opening of Escrow, Buyer shall deposit Five Thousand Dollars (\$5,000.00) (“**Deposit**”) into Escrow.

4. **Possession.** Seller shall deliver legal and actual possession of the Real Property to Buyer at the Closing.

5. **Condition of Title to Real Property.** Seller shall convey fee title to the Real Property to Buyer, subject only to those encumbrances, contracts, agreements, rights, easements, rights of way, and mineral leases, rights and reservations as set forth in a preliminary report of title to the Real Property to be prepared by Escrow Holder (“**Title Report**”) promptly after the opening of the Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have five (5) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves (“**Objectionable Exceptions**”) plus any endorsements to title Buyer requires for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have ten (10) calendar days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon neither Party shall have any further obligation to sell or purchase the Real Property. Buyer’s failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said five (5) calendar day period shall constitute Buyer’s approval of the Title Report and all exceptions shown therein (collectively “**Permitted Exceptions**”). After Buyer’s approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer’s approval, other than ongoing real property taxes and assessments already of record.

6. **Title Insurance.** At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Real Property, Escrow Holder shall commit to issue its standard CLTA Owner's Policy of Title Insurance (“**Title Policy**”), subject only to the Permitted Exceptions as determined in accordance with this Agreement. The premium for the Title Policy shall be paid as set forth in Section 21 of this Agreement. Buyer may, however, acquire extended Title Policy coverage at its sole expense.

7. Feasibility Period.

(a) During the period commencing on the Effective Date, and terminating at 5:00 p.m. on the day before the Closing Date (“**Feasibility Period**”), Buyer shall undertake, at Buyer’s expense, including (but not limited to): (i) an inspection of the Real Property; (ii) a review of the physical condition of the Real Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances, if any, and archeological information relating to the Real Property; and (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Real Property. Seller shall reasonably cooperate with Buyer and Buyer’s agents in providing documents and access to the Real Property relevant to Buyer’s inspection.

(b) If Buyer, in its sole and absolute discretion, and for any reason, approves all, or disapproves the results of any aspect of Buyer’s inspection and review, Buyer shall give, prior to 5:00 p.m. on the last day of the Feasibility Period, either: (i) its notice of approval, or (ii) its notice of disapproval and termination of this Agreement. If the transaction is disapproved or deemed disapproved, the Parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this subsection 7(b) and in subsection 7(c) immediately following. If Buyer fails to notify Seller properly and timely of Buyer’s approval of this transaction as provided in this subsection 7(b), Buyer shall be deemed to be satisfied with the results of the inspection. If Escrow terminates pursuant to this subsection 7(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of Escrow, all reports and material regarding the Real Property that Buyer generates or are generated on Buyer’s behalf.

(c) Buyer shall, prior to Closing, indemnify, defend and hold Seller and Seller’s officials, officers, employees, representatives and agents and the Real Property harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage incurred by: (i) Buyer or Buyer’s employees, consultants, contractors, representatives or agents as a result of the condition of the Real Property; or (ii) by any person or entity as a result of the acts or omissions of Buyer or it Buyer’s employees, consultants, contractors, representatives or agents in performing any inspection and/or testing activity on or about the Real Property (provided however, the indemnity of this subsection (c) shall not apply to any pre-existing environmental condition unless the willful, intentional, or negligent act of Buyer makes the pre-existing condition worse). Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Real Property as permitted by this Section 7. Buyer shall keep the Real Property free from any and all mechanics or similar liens or charges resulting from such inspection work.

(d) Should Buyer (including Buyer's employees) and/or Buyer's consultants, contractors, representatives, or agents enter the Real Property during the Feasibility Period, each shall maintain at their own expense: (i) general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000) aggregate; and (ii) workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. All such insurance shall be carried with competent and reliable insurance companies, reasonably satisfactory to Seller. The insurance coverage required hereunder shall be primary with respect to any coverage that may be maintained by Seller. Individuals and entities required to maintain insurance to this subsection shall cause their insurers to waive all rights of subrogation against Seller and its elected and appointed officers, officials, employees, agents, and volunteers and each of them. Prior to entering the Real Property, Buyer shall furnish to Seller a certificate of insurance and endorsements from Buyer's insurers and the insurers of Buyer's consultants, contractors, representatives, and agents confirming the requirements set forth herein and stating that said insurance is in full force and effect, and that each insurance company will give Seller at least five (5) calendar days prior written notice of any termination, cancellation or modification of the terms of said insurance. Seller and its elected and appointed officers, officials, employees, agents, and volunteers, and each of them, shall be named as additional insureds on all CGL policies required under this Agreement.

8. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date:

(a) Buyer expressly acknowledges that Buyer is buying the Real Property in an "AS IS AND WHERE AS" condition, and that they have not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Real Property, except as are specifically set forth in this Agreement. Buyer acknowledges that any and all reports, environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Real Property, including, without limitation, the suitability of the Real Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Real Property and the Real Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Real Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Real Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Real Property, the Real Property's fitness therefor, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

(d) Except as expressly set forth in this Agreement, from and after the Closing, Buyer will indemnify, defend, and hold Seller harmless and hereby waives, releases, remises, acquits and forever discharges Seller and its elected and appointed officials, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the condition, status, quality, nature or environmental state of the Real Property; provided however, such duty to indemnify, defend, and hold harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Real Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such parties. With respect to the matters released by Buyer pursuant to this Section 8, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9. Existing Surveys and Reports. Within ten (10) calendar days after Seller's execution of this Agreement, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and other information in Seller's possession pertaining to the Real Property, including but not limited to the Phase 1 Environmental Assessment that was completed by Moore Twinning laboratories on April 10, 2018.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties:

(a) Except as otherwise disclosed herein, Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer Affidavits of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's knowledge, threatened against Seller, or the Real Property, and relating to or arising out of the ownership, management, or operation of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Real Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report.

(e) Seller will not market the Real Property for sale or disposition to any other party while this Agreement is in effect.

(f) To Seller's current actual knowledge, the Real Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Real Property.

(g) Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Real Property that affects the representations and warranties of Seller under this Agreement.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Real Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Real Property.

12. Survival of Warranties. The satisfaction, truth, accuracy and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of the Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities and agreements set forth herein shall survive the Closing, and Seller and Buyer each agree to indemnify, defend and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of and provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other Party and the Real Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Buyer's execution of a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" to be recorded.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at the Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel the Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above.

(e) Seller has satisfied all legal requirements for the sale of the Real Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a true and correct copy of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to the Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Real Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby including without limitation the Purchase Price, all amounts necessary to pay Buyer's share of the closing costs, and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder, and a preliminary change of ownership report for Tulare County.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close the Escrow.

18. Prorations. Escrow Holder shall prorate the following items, as of the Closing, using a 365 day year: all real and personal property taxes and all other charges or assessments relating to the Real Property using the latest tax bills. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Real Property to Buyer. Escrow Holder is not responsible for utility or insurance costs and premiums, all of which shall be prorated outside the Escrow by the Parties.

19. Title Insurance. At the Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in this Agreement.

20. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy premium shall be paid by Seller, except that any increase in the Title Policy premium associated with Buyer's acquisition of extended coverage, if Buyer desires such additional coverage, or endorsements requested by Buyer shall be paid by Buyer; provided, however, that any endorsements which are requested by Buyer as an accommodation and at the request of Seller shall be paid by Seller;

(b) Documentary transfer taxes and costs of preparing and recording all documents shall be paid by Buyer; and

(c) All Escrow fees shall be shared equally between Buyer and Seller.

All other costs of closing the Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

21. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Real Property shall occur as soon as possible or forty-five (45) calendar days following the Effective Date, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement (“Closing”). The date on which Closing occurs is referred to herein as “the Closing Date.” If the Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel the Escrow upon receipt of written notice from either Party of such cancellation; provided, however, that if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close the Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close the Escrow as soon as possible.

22. Procedure for Closing. Escrow Holder shall close the Escrow by doing the following:

- (a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Real Property in the condition set forth in this Agreement;
- (b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;
- (d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 18 of this Agreement;
- (e) Record Seller's Grant Deed as well as the Memorandum of Purchase and Sale Agreement and Escrow Agreement in the Official Records of Tulare County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Tulare County, as appropriate; and
- (f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller by Escrow Holder's check.

23. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions hereinabove, upon demand of Seller, Escrow Holder shall terminate the Escrow, immediately deliver the Deposit, accrued interest on the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Buyer for any cancellation charges. If the Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate the Escrow, immediately deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If the Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report to Buyer, return Seller's Documents to Seller, return the entire Deposit and accrued interest to Buyer, and cancel the Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

24. Buyer's Post-Closing Obligations.

(a) It is Seller's intent to facilitate the Real Property with commercial development with commercial buildings or multifamily buildings for Downtown, as proposed by Buyer in its proposal to RFP #18-643. No later than twelve (12) months from the Effective Date, the Buyer shall prepare and submit and apply to Seller plans, drawings and related documents for the planned development and construction permits, and commence the start of construction on the Real Property the "Construction Period".

(b) This Section 24 shall not prevent Buyer from developing or selling to a new property "Owner" the Real Property during the Construction Period. The commencement of development efforts shall not, however, excuse Buyer from satisfying the requirements of subsection (a) above prior to the expiration of the Permit and Construction Period.

(c) The construction on the Real Property in accordance with RFP #18-643 shall be fully permitted and in accordance with the current zoning requirements and all City, County, State and Federal Requirements. This Agreement contains no changes to the zoning or variances for the Real Property or changes to the construction permitting process. Should Buyer or property Owner fail to satisfy the requirements described in subsections (a) of this Section 23, Seller may, following the expiration of the Permit and Construction Period or the Construction Completion Period, require Buyer or property Owner to convey ownership of the Real Property back to Seller. In such case, Buyer or property Owner will, immediately upon Seller's demand: (i) execute a Grant Deed and all other documents required to restore title to Seller; (ii) pay all costs to restore title to Seller; (iii) take all action necessary to remove any liens and encumbrances recorded against the Real Property after the Closing and (iv) restore property to its original condition. Upon the Buyer or property Owner satisfying the previous conditions, Seller shall return purchase price listed in Section 2, to the Buyer or property Owner less usual and customary closing costs incurred in the sale

(d) The provisions of this Section 24 shall run with the land and to any subsequent owners of the property from the Buyer and will be set forth in the Grant Deed recorded at Closing that conveys ownership of the Real Property from Seller to Buyer.

(e) Promptly after completion of all construction and development by the Buyer or property Owner, but in no case later than eighteen (18) months from the date of this Agreement, the Buyer or property Owner shall have completed construction and shall secure a Certificate of Completion (temporary or otherwise) with respect to the Real Property, the Buyer or property Owner shall furnish the Certificate of Completion to the Seller in such form as to permit it to be recorded in the Office of the County Recorder of Tulare County. Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by permits and entitlements and this Agreement upon the Real Property and of full compliance with the terms hereof.

(f) Seller shall not unreasonably withhold any Certificate of Completion. If the Seller refuses or fails to furnish a Certificate of Completion for the Real Property after written request from the Buyer or property Owner, the Seller shall, within ten (10) days after receipt of such written request, provide the Buyer or property Owner with a written statement of the reasons the Seller refused or failed to furnish a Certificate of Completion. The statement shall also contain the Seller's opinion of the action the Buyer or property Owner must take to obtain a Certificate or Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping, the Seller will issue its Certificate of Completion upon the posting of a bond by the Buyer or property Owner with the Seller in an amount representing a fair value of the work not yet completed. If the Seller shall have failed to provide such written statement within said ten (10) day period the Buyer shall be deemed entitled to the Certificate of Completion.

25. Termination by the Buyer. In the event that prior to conveyance of title to the Buyer, prior to the start of any construction on the Real Property, but no later than thirty (30) days from the opening of escrow, should the Buyer determine that the physical condition of the Real Property or the Real Property is unsuitable and that, as a result, it is not economically feasible to develop the Real Property, and has notified the Seller in writing, or the Buyer, after diligent efforts, is unable to obtain the necessary financing for development of the Real Property and provides evidence of such financing to the Seller in writing prior to starting of any construction on the Real Property, the agreement shall be terminated and Buyer shall no longer have any rights against the Seller and Seller shall return deposit to Buyer..

26. Termination by the Seller. In the event that prior to the conveyance of title to the Buyer;

- (a) The Buyer transfers or assigns this Agreement or any parts herein to another party, or
- (b) There is a significant change in ownership or identity of the Buyer, or
- (c) The Buyer does not have the necessary capital and financing to develop the Real Property, or
- (d) The Buyer fails to submit or receive the entitlement and permits necessary for the start of construction for the Real Property in the time period specified, or
- (e) The Buyer fails to pay the full Purchase Price into Escrow by the date required, or
- (f) The Buyer fails to take title to the Real Property upon tender of conveyance by the Seller, or
- (g) The Buyer is in default or in breach of any term of this Agreement;

The Seller at its option may terminate this Agreement or allow Buyer to seek a cure within 30 days or such longer time as is reasonably required for the Buyer to seek a cure. Such option by the Seller shall be provided in writing to the Buyer.

In the event of termination by the Seller under this section the Deposit made in Section 4 by the Buyer will be forfeited to the Seller.

27. Failure to Complete Improvements. Should the Buyer fail to undertake and complete its obligations as described in this Agreement the Seller shall give the Buyer fifteen (15) days written notice to commence and sixty (60) days to complete said required obligation. If the Buyer fails to complete the obligations within the sixty (60) day period, then the Seller, without further notice to the Buyer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, enforce any action allowed by law on the Real Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the Seller's said liens or assessments. Notice to the Buyer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth hereof.

Buyer shall execute, and agrees to record, a "Memorandum of Purchase and Sale Agreement and Escrow Instructions" evidencing the requirement to return the Real Property to Seller in the case where the improvements are not completed.

28. Attorneys' Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Real Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable attorneys' fees, costs and expenses. Seller and Buyer agree that any such action shall be venued in Tulare County, California or in the Federal District Court in Fresno, California.

29. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with the Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

30. Notice. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or five (5) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

To Buyer: Lino A. Pimentel
All Valley Housing Services Inc.
260 North J Street
Tulare, CA 93274
Phone: (559)688-8500
Email lino@linopimentel.com

To Seller: CITY OF TULARE
Attention Rob Hunt, Interim City Manager
411 East Kern Ave.
Tulare, CA 93274
Phone: (559)684-4200
Email: RHunt@tulare.ca.gov

To Seller's Legal Counsel: Mario U. Zamora, Interim City Attorney
GRISWOLD, LaSALLE, COBB,
DOWD & GIN, L.L.P.
111 East Seventh Street
Hanford, CA 93230
Phone: (559) 584-6656
Email: zamora@griswoldlasalle.com

29. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Except as is otherwise provided herein, each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

30. Successors and Assigns. Buyer may not, without the Seller's consent, which consent may be withheld in Seller's sole discretion, assign any duties or rights hereunder to a third party as long as Seller owns the Real Property. Should Seller consent to an assignment of this Agreement, Buyer shall guarantee in writing the performance of this Agreement by their successor-in-interest.

31. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement, including but not limited to Grant Deed and Memorandum of Purchase and Sale Agreement and Escrow Agreement.

32. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

33. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

34. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

35. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

36. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

37. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

38. Nondiscrimination and Non-segregation Provisions. The Buyer herein covenants by and for itself and its successors and assigns, and all persons claiming under or through it, 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 sale, lease or sublease, transfer, use, occupancy, tenure, or enjoyment of the Real Property herein conveyed, nor shall Buyer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use or occupancy of tenants, lessees, subtenants, sub lessees, or vendees in the Real Property herein conveyed. The foregoing covenants shall run with the land and shall be included in the deed transferring title of the Real Property to Buyer.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first hereinabove written.

“SELLER”

CITY OF TULARE, a municipal corporation

Dated: _____, 2019

By: _____
Rob Hunt, Interim City Manager

“BUYER”

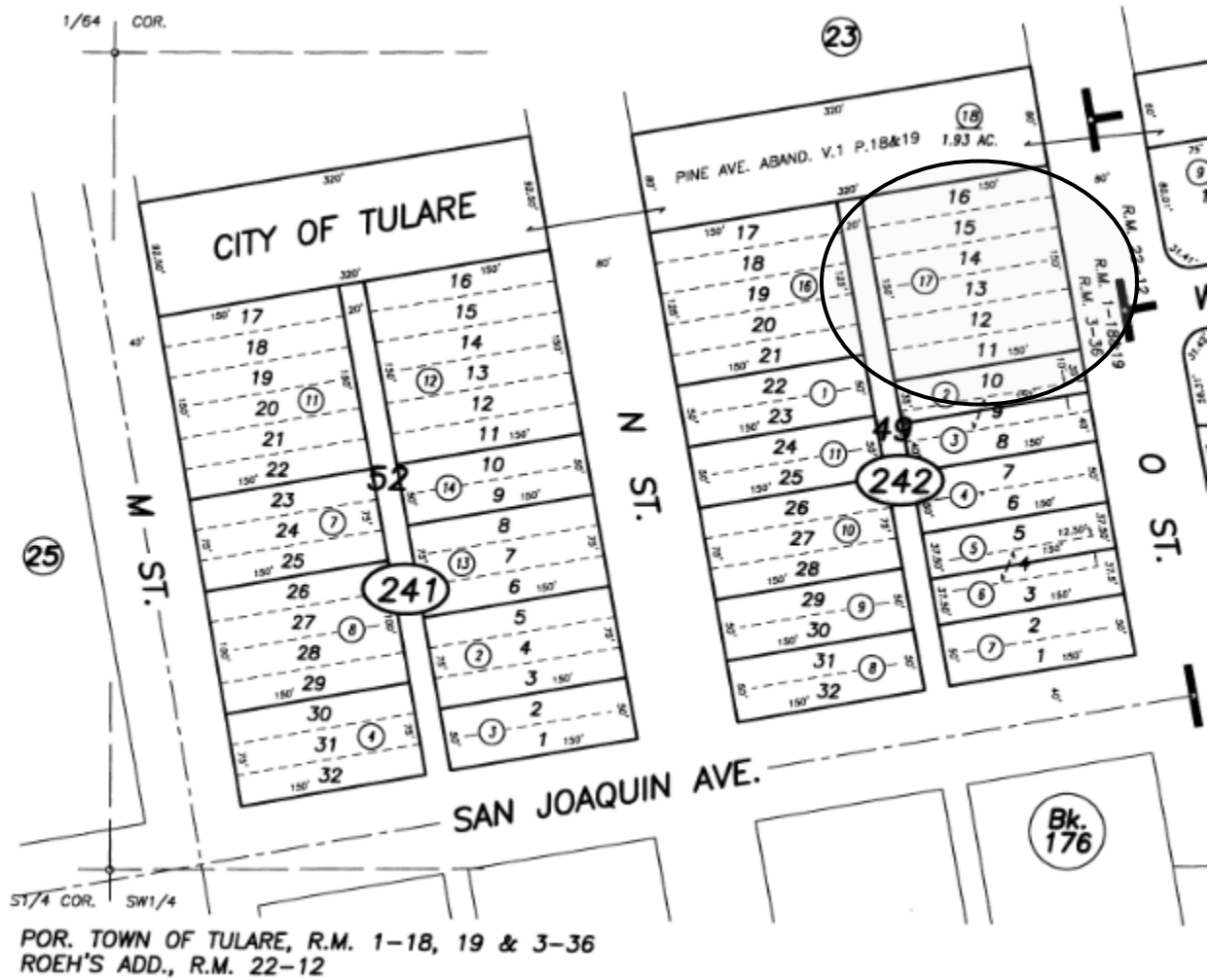
ALL VALLEY HOUSING SERVICES Inc.

Dated: _____, 2019

By: _____
Lino A. Pimentel, Chief Executive Officer

EXHIBIT "1"

300 Block of North O Street, Tulare
APN #170-242-017
LOTS 11 TO 16 BLK 49 TULARE B1 P18/19 OM



AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: £ Ordinance R Resolution £ Staff Report £ Other £ None

AGENDA ITEM:

Adopt Resolution 19-_____ authorizing the City Manager to accept a Grant from the State Off-Highway Motor Vehicle (OHMV) Division for Cycle Park operating expenses not to exceed \$359,764.00 for the year 2019 and to sign all applicable paperwork related to application of the grant.

IS PUBLIC HEARING REQUIRED: Yes R No

BACKGROUND/EXPLANATION:

A lease agreement with TEMMERMAN CORP (“Operator”) aka DT1 MX Cycle Park was entered into for the operation of the Tulare Cycle Park on January 1, 2019.

A request has been made by the operator and approved by the OHMV for a Grant in the amount not to exceed \$359,764.00, for reimbursement of a portion of its operating expenses for the year 2019 which requires the City to administer as a Grant sponsor.

The City will administer the Grant in accordance with the Grant Partnership Agreement (Agreement) authorized by resolution on 10/21/2014 and will charge a 4% administrative service fee as agreed as sponsor.

STAFF RECOMMENDATION:

Adopt Resolution 19-_____ authorizing the City Manager to accept a Grant from the State Off-Highway Motor Vehicle (OHMV) Division for Cycle Park operating expenses not to exceed \$359,764.00 for the year 2019 and to sign all applicable paperwork related to application of the grant.

CITY ATTORNEY REVIEW/COMMENTS: £ Yes R N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: £ Yes R No £ N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: 04/17/2019

City Manager Approval: _____

RESOLUTION 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE
AUTHORIZING THE CITY MANAGER TO APPLY FOR AN OFF-HIGHWAY
MOTOR VEHICLE GRANT**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and education and Safety for off-highway vehicle recreation; and

WHEREAS, the City of Tulare (Applicant) has entered into a lease agreement with TEMMERMAN CORP, aka DT1 MX Cycle Park (Operator) on January 1, 2019 for the operation of the Tulare Cycle Park; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation (“OHMV”) has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the OHMV require the Applicant’s Governing Body to certify by resolution the approval to receive grant funding from the OHMV; and

WHEREAS, this project appears on, or is in conformance with this jurisdictions adopted General or Master Plan and compatible with land use plans of this jurisdiction immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the City of Tulare hereby;

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Applicant as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements,

amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED, ADOPTED AND APPROVED this 7th of May, 2019

President Pro Tem of the Council and
Ex-Officio Mayor Pro Tem of the City of
Tulare

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF TULARE)

I, Rob Hunt, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 19-___ passed and adopted by the Council of the City of Tulare at a regular meeting held on May 07, 2019, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____.

Dated:

ROB HUNT, INTERIM CITY CLERK

By: Roxanne Yoder, Chief Deputy

RESOLUTION 14-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF CALIFORNIA OFF HIGHWAY MOTOR VEHICLE RECREATION DIVISION (OHMV) IN THE AMOUNT OF \$198,149 AND SIGN ALL APPLICABLE PAPERWORK.

WHEREAS, the City of Tulare (City) has entered into a lease agreement with TGT Technologies (Operator) on January 1, 2014 for the operation of the Tulare Cycle Park.

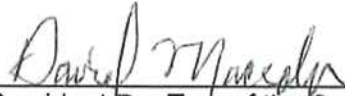
WHEREAS, the Operator has applied for on behalf of the City and a Grant offer has been made by the State of California Off Highway Motor Vehicle Recreation Division (OHMV) in the amount of \$198,149 for reimbursement of a portion of the operators operating expenses for the 2014/15 Fiscal year.

WHEREAS, the City acknowledges that acceptance of the grant will allow Operator to continue to make improvements to the Tulare Cycle Park which creates greater opportunities for riders to experience the park.

WHEREAS, the City will administer the Grant in accordance with the Grant provisions as required by the OHMV and will accept responsibility for and will act as sponsor for the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tulare, and as follow, to wit, herby authorizes the Tulare City Manager to accept the Grant offer from the OHMV in the amount of \$198,149 and to sign all applicable paperwork.

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



President Pro Tem of the Council and Ex-Officio Mayor Pro Tem of the City of Tulare

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF TULARE)

I, Don Dorman, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 14-61 passed and adopted by the Council of the City of Tulare at a regular meeting held on October 21, 2014, by the following vote:

Aye(s) Craig Vejerola, Shea Lavin, Skip Barwick, Carlton Jones, David Mace ds

Noe(s) NA Abstention(s) NA

Dated: 10-21-14

DON DORMAN, CITY CLERK


By Roxanne Yoder, Chief Deputy

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: May 07, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute all necessary documents on behalf of the City for a new Lease Agreement for a portion of the Meitzenheimer building at 830 South Blackstone to the Tulare County Office of Education.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City currently has a lease with Tulare County Office of Education for approximately 1060 square feet in the Meitzenheimer building at 830 South Blackstone that expires June 30, 2019.

The current lease rate of \$650.00 per month includes all utilities and an unoccupied outdoor space that is going unused. The proposed new lease will be at \$669.50.

The new Lease will be for one (1) year with a one (1) year renewal option with an annual 3% rent adjustment.

The lease terms conform to City Real Property Management Policies and Procedures adopted January 3, 2012.

STAFF RECOMMENDATION:

Authorize the City Manager to execute all necessary documents on behalf of the City for a new Lease Agreement for a portion of the Meitzenheimer building at 830 South Blackstone to the Tulare County Office of Education.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Steve Bonville

Title: General Services Director

Date: 04/17/2019

City Manager Approval: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Human Resources

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Reject the liability claim for damages filed by James Kelly on April 10, 2019.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On April 10, 2019, James Kelly (former Tulare Police Corporal) filed a liability claim for damages relating to the release of a confidential personnel report in which he was a witness (the McGinness report) to members of the public by Councilmember Carlton Jones. The claim alleges a violation of Mr. Kelly's rights under the Public Safety Officers Procedural Bill of Rights. The claim is for damages including, but not limited to economic loss, general damages, pain and suffering, and legal fees. The amount of total damages claimed by Mr. Kelly is over \$10,000.

CITY ATTORNEY REVIEW/COMMENTS: Yes No

STAFF RECOMMENDATION:

Reject the liability claim for damages filed by James Kelly on April 10, 2019.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Janice Avila

Title: Human Resources Director

Date: 04/15/2019

City Manager Approval: _____

CLAIM OF JAMES KELLY

TO: Rob Hunt, City Clerk
411 E. Kern Ave.
Tulare, CA 93274

Pursuant to California Government Code §§ 900, *et seq.*, Claimant, James Kelly, makes claim against the City of Tulare, California ("City") for damages resulting from the acts, practices and omissions for which the City is responsible, and makes the following statements in support of her claims:

- A. Claimant's address is 8603 S. Indianola Ave., Selma, CA 93662.
- B. All notices concerning this claim should be sent to Richard C. Conway at Kahn, Soares & Conway, LLP, 219 N. Douty Street, Hanford, CA 93230. Mr. Conway can also be reached at rconway@kschanford.com or (559) 584-3337.
- C. The dates and places and other circumstances surrounding the occurrences which give rise to the claims asserted are as follows:
 1. Introduction:

In or around January of 2017, Claimant, as an officer in the Tulare Police Department became the subject of an Internal Affairs investigation undertaken by the City. Under the protections afforded by the Police Officer's Bill of Rights, the City's own personnel rules, Penal Code § 832.5 *et seq.*, and Evidence Code §§ 1043 and 1046, the report and all records related to the investigation were to be kept confidential. Indeed, the City itself labeled the investigation and the report of the investigation results as "confidential."

When Claimant attempted to view the report – of which he was the subject – he requested a copy. The City refused his request, and in support of its refusal claimed that the report was confidential.

Claimant retired as a corporal in the Tulare Police Department, and planned to acquire either a position as an instructor at a police academy or a position conducting background checks.

Then, despite the law's clear mandate of confidentiality, the City Attorney, Heather Phillips, released to councilman Carlton Jones a copy of the same "confidential report" to which Claimant was refused access. Mr. Jones then publicly released portions of the report through various means, including posts on Mr. Jones' Facebook page.

Beginning on or about October 29, 2018, or subsequent thereto, and continuing thereafter, Claimant suffered personal injury, including, but not limited to, economic loss

and mental and emotional distress, as the result of the City's acts and omissions described herein.¹

The publicly released report identified Claimant as both a subject of and witness in the internal affairs investigation.

For statements in the report from witnesses *other than* Mr. Kelly, Councilman Jones did the witnesses the courtesy of redacting their names prior to releasing the report. This was not the case for Mr. Kelly, whose identity as a subject and witness in the investigation was released along with his statements.

As a result of the improper release and publication of Mr. Kelly's confidential statements to investigators, Mr. Kelly has been seriously and irreparably damaged in his ability to further develop in his chosen profession. Public dissemination of the confidential report and related confidential information has precluded Mr. Kelly from obtaining a position as an instructor at a police academy or a position conducting background checks.

The unlawful disclosures have also exacted a heavy emotional and physical toll on Mr. Kelly. The stress associated with the effects of the City's conduct is frequent and salient. Mr. Kelly is often unable to sleep due to its effects. In addition, the humiliation and embarrassment experienced by Mr. Kelly has been substantial.

2. Public Disclosure of Private Facts

Claimant reasonably expected that both his identity as a cooperator with internal affairs investigators his statement to investigators would be kept confidential. His identity as a cooperator with internal affairs had no public value. The decision by Jones and the City to spread this information throughout the public was objectively and highly offensive, and has proximately caused financial, mental, and emotional damage to Claimant. Moreover, the conduct was malicious, entitling Claimant to punitive damages.

3. Intentional Interference with Business Relations

The conduct of the City and Jones has disrupted Claimant's prospective business relations. As a proximate result of the City and Mr. Jones' conduct, Claimant has suffered financial, mental, and emotional damage. Moreover, the conduct was malicious, entitling Claimant to punitive damages.

4. Intentional Infliction of Emotional Distress

A party is liable for intentional infliction of emotional distress where (1) the defendant engages in outrageous conduct; (2) the defendant intends to cause, or acts with reckless disregard of the probability of causing, emotional distress; (3) the plaintiff suffers severe or extreme emotional distress, which is (4) actually and proximately caused by the

¹ The City, councilman Carlton Jones, and the unknown directors, officers, agents and/or employees of the City in some manner responsible for Claimant's harm as alleged herein are collectively referenced as "Defendants."

defendant's outrageous conduct. *See, e.g., Hernandez v. General Adjustment Bureau* (1988) 199 Cal.App.3d 999, 1007.

The Defendants *knew* that Mr. Kelly was a recently retired police officer at the time they elected to unlawfully publish, both through the news media and on the internet, Mr. Kelly's confidential statement and his identity as the subject of the IA investigation. There could have been no doubt as to the effects that his conduct would have on Mr. Kelly personally. Despite these known consequences, the Defendants elected to ruin Mr. Kelly's ability to continue to work in the law enforcement field. The fact that the Defendants took the time to redact the names of other witnesses underscores his intent to harm and humiliate Mr. Kelly.

5. Negligent Infliction of Emotional Distress

The Defendants negligently permitted attorney Phillips to retain the highly confidential IA reports after her resignation from service with the City. As a proximate result of the City's negligent conduct, Claimant has suffered financial, mental, and emotional damage.

6. Violation of Constitutional Right to Privacy.

The Defendants' conduct violated Claimant's rights under Article I, Section 1 of the California Constitution, proximately causing financial, mental, and emotional damage to Claimant. Moreover, the conduct was malicious, entitling Claimant to punitive damages.

7. Police Officer's Bill of Rights.

The Defendants' conduct violated Claimant's rights under the Police Officer's Bill of Rights, *California Gov't Code* § 3300 *et seq.*, proximately causing financial, mental, and emotional damage to Claimant. Moreover, the conduct was malicious, entitling Claimant to punitive damages.

8. Unlawful Retaliation.

The Defendants have unlawfully retaliated against Mr. Kelly based upon his participation as a witness in the internal affairs investigation. The Defendants' retaliation includes economic damage to Mr. Kelly in connection with his attempts to obtain employment, along with damage to reputation and mental and emotional pain, suffering, and humiliation.

D. A general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time is as follows:

1. Economic loss (past and future), including, but not limited to, lost wages and medical expenses, in an amount according to proof;
2. General damages, including, but not limited to, pain and suffering, in an amount according to proof;
3. Prejudgment interest at the legal rate; and

4. Expenses and costs associated with said claims.

E. The names of District employees causing the injury, damage, or loss are as follows:

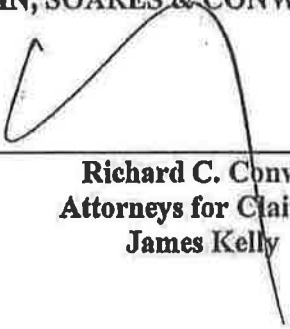
- 1. Carlton Jones, Heather Phillips, and unknown directors, officers, agents, and/or employees of the City who are in some manner responsible for Claimant's harm as alleged above. The names and identities of these individuals are not known to the Claimant at this time and are herein referred to as Does 1 through 20, inclusive.**

F. The amount of total damages claimed by Claimant is over \$10,000.00 and this case would be filed as a non-limited civil case, with damages over \$25,000.00. Claimant's damages include, but are not limited to the damages identified in Section D above.

Dated: April 9, 2019

KAHN, SOARES & CONWAY, LLP

By:



**Richard C. Conway,
Attorneys for Claimant,
James Kelly**

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Human Resources

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Rosa Cuevas for severe injuries and emotional distress as a result of an officer-involved shooting.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On April 19, 2019, the City received a claim for damages form filed by Attorney Stanley Goff on behalf of Rosa Cuevas. Ms. Cuevas was a passenger in a vehicle driven by the suspect in an officer involved shooting on December 9, 2018, where our K-9 Officer Bane was killed and one of our officers was shot. The claim is for severe injuries and emotional distress. The claim has been filed with our RMA (Central San Joaquin Valley Risk Management Authority). The City’s claim’s adjuster has recommended that the claim be rejected and staff be directed to notify the claimant’s attorney through a Notice of Rejection of Claim.

CITY ATTORNEY REVIEW/COMMENTS: Yes

STAFF RECOMMENDATION:

Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Rosa Cuevas for severe injuries and emotional distress as a result of an officer-involved shooting.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Janice Avila

Title: Human Resources Director

Date: 4/29/18

City Manager Approval: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

Return to: Risk Management
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
Tel: (559) 684-4202

RECEIVED
APR 19 2019

(Please Type or Print)

CLAIM AGAINST City of Tulare
(Name of Entity)

Claimant's Name: Rosa Cuevas Telephone: _____

SS#: _____ DOB: _____ Gender: Male _____ Female

Claimant's address: _____

Address where notices about claim are to be sent, if different from above: Law Office of Stanley Goff
15 Boardman Place, San Francisco, CA 94103

Date of incident/accident: December 9, 2018

Date injuries, damages, or losses were discovered: December 9, 2018

Location of incident/accident: Tulare Avenue & Palm Street

What did entity or employee do to cause this loss, damage, or injury? Tulare police officers negligently and wrongly deployed a k-9 and opened fire on claimant.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? The claimant was shot multiple times and received severe injuries; emotional distress.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)].
Claimant is seeking an amount in excess of \$500,000.00

How was this amount calculated (please itemize)? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 4/15/19 Signature: Stanley Goff

If signed by representative:
Representative's Name Stanley Goff Telephone # 415-571-9590
Address 15 Boardman Place, San Francisco, CA 94103
Relationship to Claimant Attorney for claimant.

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Human Resources

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Leticia Tuggle-Nelsen for wrongful death of her son and severe emotional distress.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On April 19, 2019, the City received a claim for damages form filed by Attorney Stanley Goff on behalf of Letitia Tuggle-Nelsen. Ms. Tuggle-Nelsen’s son lost his life in an officer involved shooting on December 9, 2018, where our K-9 Officer Bane was killed and one of our officers was shot. The claim is for wrongful death of her son and severe emotional distress. The claim has been filed with our RMA (Central San Joaquin Valley Risk Management Authority). The City’s claim’s adjuster has recommended that the claim be rejected and staff be directed to notify the claimant’s attorney through a Notice of Rejection of Claim.

CITY ATTORNEY REVIEW/COMMENTS: Yes

STAFF RECOMMENDATION:

Reject the liability claim for damages filed by Attorney Stanley Goff on behalf of Leticia Tuggle-Nelsen for wrongful death of her son and severe emotional distress.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Janice Avila

Title: Human Resources Director

Date: 4/29/19

City Manager Approval: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

Return to: Risk Management
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
Tel: (559) 684-4202

RECEIVED
APR 19 2019

(Please Type or Print)

CLAIM AGAINST City of Tulare
(Name of Entity)

Claimant's Name: Letitia Tuggle-Nelson Telephone: _____

SS#: _____ DOB: _____ Gender: Male _____ Female

Claimant's address: _____

Address where notices about claim are to be sent, if different from above: Law Office of Stanley Goff 15 Boardman Place San Francisco, CA 94103

Date of incident/accident: December 9, 2018

Date Injuries, damages, or losses were discovered: December 9, 2018

Location of incident/accident: Tulare Avenue and Palm Street

What did entity or employee do to cause this loss, damage, or injury? Tulare police officers negligently and wrongly deployed a k-9 and opened fire on claimant's son.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? Wrongful death of her son, severe emotional distress
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)].
Claimant is seeking an amount in excess of \$500,000.00

How was this amount calculated (please itemize)? _____
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 4/16/19 Signature: Stanley Goff

If signed by representative:
Representative's Name Stanley Goff Telephone # (415) 571-9570
Address 15 Boardman Place, San Francisco, CA 94103
Relationship to Claimant Attorney for Claimant

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Public Hearing to pass-to-print Ordinance 19-___ adopting amended Section 9.12.010 of Chapter 9.12 of the City Code of Tulare entitled and pertaining to "Prima Facie Speed Limits".

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Please refer to the attached staff report and excerpts from the F Street Speed Zone Study prepared by Peters Engineering Group. A copy of the proposed Ordinance amending the City's established speed limits to include the posting of a 25-mph speed limit on the segment of F Street between Tulare Avenue and Cross Avenue is also attached.

STAFF RECOMMENDATION:

Pass-to-print Ordinance 19-___ adopting amended Section 9.12.010 of Chapter 9.12 of the City Code of Tulare entitled and pertaining to "Prima Facie Speed Limits".

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

The City Attorney has reviewed the F Street Speed Zone Study and draft Ordinance.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: April 29, 2019

City Manager Approval: _____

ORDINANCE NO. 19-__

AN ORDINANCE OF THE COUNCIL OF THE CITY OF TULARE REPEALING SECTION 9.12.010 OF THE ORDINANCE CODE AND ADOPTING AMENDED SECTION 9.12.010 OF CHAPTER 9.12 OF THE CITY CODE OF TULARE ENTITLED AND PERTAINING TO PRIMA FACIE SPEED LIMITS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TULARE AS FOLLOWS, TO WIT:

Section 9.12.010 Prima facie speed limits, is hereby repealed and replaced as follows:

Section

9.12.010 Prima facie speed limits.

§ 9.12.010 Prima facie speed limits.

The prima facie speed limit hereinafter set forth as to the streets hereinafter designated are as follows and shall be applicable when signs have been erected giving notice thereof.

(A) Twenty-five mph.

<i>Street</i>	<i>Location</i>
F Street	Tulare Avenue to Cross Avenue

(A B) Thirty mph.

<i>Street</i>	<i>Location</i>
Hillcrest Avenue	Hillman Street to Brentwood Street
Pleasant Avenue	M Street to Gem Street
Tulare Avenue	J Street to M Street

(B C) Thirty-five mph.

<i>Street</i>	<i>Location</i>
Alpine Avenue	Mooney Boulevard to Morrison Street
B Street	Inyo Avenue to Cross Avenue
Bella Oaks Avenue	De La Vina Street to end e/o Paseo Del Lago
Brentwood Street	Cross Avenue to Prosperity Avenue

Cartmill Connector Road	Cartmill Avenue to J Street
Cherry Street	Tulare Avenue to Prosperity Avenue
Corvina Avenue	Hillman Street to Laspina Street
Cross Avenue	B Street to Blackstone Street
	Laspina Street to Mooney Boulevard
E Street	Inyo Avenue to Pleasant Avenue
Gail Avenue	West City limits to E Street
Hillcrest Avenue	Brentwood Street to Laspina Street
Kern Avenue	O Street to Blackstone Street
La Dawna Street	Pleasant Avenue to Berryhill Avenue
Laspina Street	Prosperity Avenue to Bella Oaks Avenue
Leland Avenue	Retherford Street to Hillman Street
M Street	Tulare Avenue to Cross Avenue
Merritt Avenue	Oaks Street to Blackstone Street
Milner Street	Pleasant Avenue to Prosperity Avenue
Nelder Grove Street	Bardsley Avenue to Alpine Avenue
O Street	Tulare Avenue to Cross Avenue
Paseo Del Lago	Laspina Street easterly to Bella Oaks Avenue
Pleasant Avenue	J Street to M Street
Prosperity Avenue	Blackstone Street to Hillman Street
Sacramento Street	Cross Avenue to Prosperity Avenue
Spruce Street	Bardsley Avenue to Birch Avenue
Sunrise Street	Commercial Avenue to Foster Drive

(G D) *Forty mph.*

<i>Street</i>	<i>Location</i>
Bardsley Avenue	West Street to E Street
	Blackstone Street to Laspina Street
Blackstone Street	Tulare Avenue to Prosperity Avenue
Continental Avenue	K Street to Blackstone Street
Cross Avenue	Blackstone Street to Laspina Street
De La Vina	Corvina Avenue to Cartmill Avenue
E Street	South end to Inyo Avenue
	Pleasant Avenue to north City limits

H Street	Cross Avenue to Pleasant Avenue
	Pleasant Avenue to Prosperity Avenue
Hillman Street J Street	State Highway 99 to Leland Avenue
	Owens Avenue to Cross Avenue
K Street	Bardsley Avenue to Owens Avenue
Laspina Street	Paige Avenue to Bardsley Avenue
M Street	Cross Avenue to Prosperity Avenue
	Sandra Avenue to Cartmill Avenue
Martin Luther King Jr. Avenue	K Street to Blackstone Street
Morrison Street	Bardsley Avenue to Alpine Avenue
O Street	Continental Avenue to Bardsley Avenue
Oaks Street	Pleasant Avenue to M Street
Paige Avenue	Blackstone Street to Laspina Street
Paseo Del Lago	Laspina Street westerly to Bella Oaks Avenue
Pleasant Avenue	La Dawna Street to H Street
Pratt Street	Bardsley Avenue to Inyo Avenue
Prosperity Avenue	West Street to Blackstone Street
	Hillman Street to Laspina Street
Retherford Street	Leland Avenue to 2,000 feet S/o Cartmill Avenue
Tulare Avenue	West Street to J Street
West Street	Inyo Avenue to Cross Avenue

(D E) *Forty-five mph.*

<i>Street</i>	<i>Location</i>
Bardsley Avenue	E Street to Blackstone Street
	Laspina Street to Mooney Boulevard
Blackstone Street	South end to Paige Avenue
	Bardsley Avenue to Tulare Avenue
Cross Avenue	Tulare Drive to B Street
Foster Drive	Laspina Street to Mooney Boulevard
Hillman Street	Leland Avenue to Corvina Avenue
J Street	Cross Avenue to Pleasant Avenue
	Prosperity Avenue to Sandra Avenue
Laspina Street	Bardsley Avenue to Prosperity Avenue

M Street	Prosperity Avenue to Sandra Avenue
Morrison Street	South end to Bardsley Avenue
	Alpine Avenue to Tulare Avenue
O Street	Bardsley Avenue to Tulare Avenue
Pleasant Avenue	Enterprise Street to La Dawna Street
Prosperity Avenue	Laspina Street to Mooney Boulevard
West Street	Bardsley Avenue to Inyo Avenue
	Cross Avenue to Prosperity Avenue

(E E) *Fifty mph.*

Street	Location
Bardsley Avenue	Mooney Boulevard to Morrison Street
Blackstone Street	Paige Avenue to Bardsley Avenue
Cartmill Avenue	J Street Connector Road to M Street
Hillman Street	Corvina Avenue to Cartmill Avenue
J Street	Pleasant Avenue to Prosperity Avenue
K Street	Industrial Avenue to Bardsley Avenue
Oakmore Street	Bardsley Avenue to Tulare Avenue
Paige Avenue	I Street to Blackstone Street
Prosperity Avenue	West City Limits to West Street
Retherford Street	2,000 feet s/o Cartmill Avenue to Cartmill Avenue
Tulare Drive	West City Limits to West Street

(F G) *Fifty-five mph (posted).*

Street	Location
Cartmill Avenue	2000' w/o UPRR to Mooney Boulevard

(G H) *Fifty-five mph (unposted).*

Street	Location
Bardsley Avenue	Morrison Street to Oakmore Street
	Oakmore Street to Road 132
J Street	Sandra Avenue to north city limits
K Street	Rankin Avenue (Avenue 200) to Industrial Avenue

Laspina Street	Hosfield Drive (Avenue 200) to Tex Drive
Mooney Boulevard	Foster Drive to Tulare Avenue
Morrison Street	Tulare Avenue to Prosperity Avenue
Pratt Street	Paige Avenue to Bardsley Avenue
Prosperity Avenue	Mooney Boulevard to east city limits
Turner Drive	South City Limits to Foster Drive
West Street	Paige Avenue to Bardsley Avenue

(H) *Sixty mph.*

<i>Street</i>	<i>Location</i>
Hillman Street	Cartmill Avenue to north city limits
Laspina Street	Tex Drive to Paige Avenue

(1995 Code, § 9.12.010) (Ord. 17-04, passed 5-16-17; Ord. 15-01, passed 2-3-2015; Ord. 09-06, passed - - 2009; Ord 09-03, passed - -2009; Ord. 01-1890, passed - -2001; Ord. 96-1795, passed - -1996)

This ordinance shall be in full force and effect thirty (30) days from and after its passage, adoption and approval.

PASSED, ADOPTED AND APPROVED THIS ___ day of May, 2019.

 President of the Council and Ex-Officio Mayor
 of the City of Tulare

ATTEST:

 Chief Deputy City Clerk of
 The Council of the City of Tulare



Mr. Michael Miller
City of Tulare
411 East Kern Avenue
Tulare, California 93274

June 11, 2018

Subject: Speed Zone Study
F Street Between Tulare and Cross Avenues
Tulare, California

Dear Mr. Miller:

Introduction

This report presents the results of a speed zone study along F Street between Tulare and Cross Avenues in Tulare, California. The purpose of the study was to evaluate the speeds on the study road segments and identify the appropriate speed limit for this portion of F Street. The following locations were studied:

1. F Street between Tulare Avenue and San Joaquin Avenue
2. F Street between San Joaquin Avenue and Cross Avenue.

Background

California speed laws are presented in Chapter 7 of Division 11 of the California Vehicle Code (CVC) available on the California Legislative Information web site (<http://leginfo.legislature.ca.gov>). Standards for establishing speed limits and installing speed limit signs are presented in Section 2B.13 of the 2014 Edition of the California Manual on Uniform Traffic Control Devices (CMUTCD) available on the Caltrans web site (<http://www.dot.ca.gov/trafficops/camutcd>).

Speed zoning, or the application of designated vehicle speed limits on public streets, is regulated by the CVC with standards for signing presented in the CMUTCD. In general, the CVC establishes the following prima facie and maximum speed limits:

- 15 miles per hour (mph) at rail crossings, intersections with obstructed sight distance, and on alleys;
- 25 mph in business districts, residence districts, school zones, and senior zones;
- 55 mph on two-lane undivided highways;
- 65 mph on any roadway unless otherwise signed for 70 mph.

Section 22357 of the CVC allows a local jurisdiction to increase the prima facie speed as follows: *“Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly*

movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25-mile-per-hour prima facie limit which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.”

Similarly, Section 22358 of the CVC allows a local jurisdiction to decrease the prima facie speed as follows: *“Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.”*

Requirements for performing the engineering and traffic survey are presented in the CMUTCD, along with criteria for establishing the speed limit. The CMUTCD indicates that, when a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two options below.

- Option: 1: The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5.
- Option 2: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th-percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

If the speed limit to be posted has had the 5 mph reduction applied, then an engineering and traffic survey shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5.

Description of Roadway

F Street between Cross Avenue and Tulare Avenue (approximately 0.35 mile) is a north-south street surrounded by residential uses, with the exception of the former library at the northwest corner of F Street and Tulare Avenue and the Senior Community Center on the west side of F Street at King Street. The addresses include the 100 block through the 400

block of North F Street. There are approximately 44 single-family residences along the study segment of F Street.

The street is approximately 48 feet wide with no striping other than limit lines and STOP markings at STOP signs. Parallel parking is allowed, which results in an effective roadway width of approximately 32 feet. Crosswalks are striped at Tulare Avenue. The Santa Fe Trail crosses F Street between San Joaquin Avenue and Cross Avenue but crosswalks are not marked. Traffic on F Street is required to stop at STOP signs at Tulare Avenue, San Joaquin Avenue, and Cross Avenue, while the cross traffic at those locations does not stop.

Sidewalks exist on both sides of the majority of F Street although several homes north of San Joaquin Avenue do not have sidewalks in front of them. Sidewalks are separated from the roadway by a park strip that contains trees at many locations and mailboxes at each home. Each home has a driveway. A bus stop exists on the west side of F Street at Kings Street in front of the senior center.

Speed limit signs are not posted; therefore, a prima facie speed of 25 mph would apply.

F Street does not appear in Table 3-1 of the City of Tulare 2035 General Plan and is therefore designated as a local street.

Data Collection and Analysis

Radar speed surveys were conducted by the independent data collection firm of Metro Traffic Data, Inc. The surveys were performed on Thursday, March 8, 2018 using a radar guns. Each survey included measurement of at least 100 vehicles (at least 50 in each direction at a given location). Data sheets presenting the results of the surveys as well as the calibration sheet for the radar gun are attached. Each data sheet identifies, among other information, the measured speed characteristics including the average speed, 85th-percentile speed, and pace (the 10-mph range containing the most vehicles). Cumulative speed curves are presented on the data sheets.

Collision Records

Collision records available from the Statewide Integrated Traffic Records System (SWITRS) records were reviewed to determine the collision history on the study road segment. Data was obtained for the five years from 2013 through 2017. Table 1 presents a summary of the number of collisions reported by SWITRS with F Street reported as the primary road on which the collision occurred.

Table 1
Five-Year Collision Records

Year	Number of Collisions
2013	0
2014	0
2015	2
2016	1
2017	0

The collision records do not reveal a history of crash problems; therefore, collision history is not considered as a factor in setting a speed limit.

Analysis and Recommendations

Table 2 presents a summary of the speed survey.

Table 2
Speed Summary

Street	Segment	Average Speed	Pace Speed	85 th -Percentile Speed	Existing Speed Limit	Recommended Speed Limit
F Street	Between Tulare and San Joaquin	NB: 26 SB: 23 Combined: 24	NB: 19-28 SB: 16-25 Combined: 17-26	NB: 31 SB: 29 Combined: 30	25*	25
F Street	Between San Joaquin and Cross	NB: 27 SB: 26 Combined: 27	NB: 22-31 SB: 21-30 Combined: 21-30	NB: 31 SB: 30 Combined: 31	25*	25

Note: All speeds reported in mph

* Not posted - prima facie

It should be noted that the Section 22357 of the CVC acknowledges senior centers in the same manner as schools with respect to speed limits. The speed limit adjacent to a senior center is always 25 mph.

The results of the study, including consideration of the presence of a senior center that may not be readily apparent to drivers, as well as the residential density along the roadway, suggest that a speed limit of 25 mph should be established on F Street at the study locations. This speed limit matches the prima facie speed that would exist in the absence of this engineering study.

Although the data suggest a speed limit of 30 mph may be appropriate on the study portion of F Street not adjacent to the senior center, that portion would be less than half a mile long and the adjacent prima facie speed limits on each end of the segment are 25 mph. The CMUTCD states, "Short speed zones of less than 0.5 miles should be avoided, except in transition areas." Therefore, rather than setting a short speed zone of 30 mph, it is recommended that a speed limit of 25 mph be maintained along the entire length of study segment on F Street.

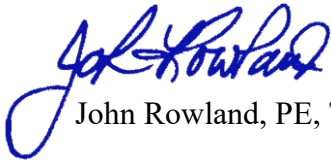
Conclusions

Generally-accepted traffic engineering principles and methods were employed to perform the engineering and traffic survey. The City of Tulare may approve the recommended 25 mph speed limit on F Street between Tulare and Cross Avenues and install speed limit signs where necessary in accordance with the CMUTCD.

Closing

Thank you for the opportunity to perform this study. Please feel free to contact our office if you have any questions.

PETERS ENGINEERING GROUP



John Rowland, PE, TE



Attachments: Data Sheets

DATA SHEETS





TRAFFIC RADAR CERTIFICATION

TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS
(NHTSA) National Highway and Traffic Safety Administration.
(IACP) International Association of Chiefs of Police.

16202 Keats Circle
Westminster, Calif. 92683

R.H.F. is a certified independent testing and repair facility.

1	TEST ID	Date Received 9-6-17	Certification Number 72231						
2	DEVICE ID	Make Decatur	Model GHD / SCOUT	Type (I-IV) III	Directional radar <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Same direction <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
		Counting unit S/N GHD 07519	Antenna-1 S/N N/A	Antenna-2 S/N N/A					
3	§ 2.4 / § 5.4 TUNING FORK CALIBRATION	Low speed fork S/N 175304	Last date calib.	Freq. (Hz)	Speed (mph) 33	Measured (Hz) 2389	PASS	FAIL	
		High speed fork S/N 175402	Last date calib.	Freq. (Hz)	Speed (mph) 77	Measured (Hz) 5580			
4	§ 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS	Stationary mode		Lo fork		High fork		PASS	FAIL
		Fork speed (mph)		33		77			
		Disp. Speed (mph)		33		77			
		Moving mode Opposite Direction	TARGET SPEED (Hi fork - Lo fork)	Expected. (mph)	N/A	Displayed. (mph)	N/A		
Moving mode Same Direction	TARGET SPEED Hi fork + Lo fork Hi fork - Lo fork	Expected. (mph)	N/A	Displayed. (mph)	N/A				
5	§ 2.6.1. / § 5.6.1 TRANSMISSION FREQUENCY STABILITY	Standard supply Voltage (V) 13.6 V	Antenna 1 Freq. GHz	24.148	Antenna 2 Freq. GHz	N/A	PASS	FAIL	
		Standard supply Voltage - 20% (V) 10.8 V	Antenna 1 Freq. GHz	24.148	Antenna 2 Freq. GHz	N/A			
		Standard supply voltage + 20% (V) 16.3 V	Antenna 1 Freq. GHz	24.148	Antenna 2 Freq. GHz	N/A			
6	§ 2.6.5 / § 5.6.5 POWER DENSITY	Mfg. Spec. (max mW/cm) ≤ 2	Antenna 1 Power (mW/cm)	.32	Antenna 2 Power (mW/cm)	N/A	PASS	FAIL	
7	§ 2.8 / § 5.8 LOW VOLTAGE	Mfg. spec. (V) ≤ 8.0 V	LVA activates (V)	7.4	LVA deactivates (V)	8.3	PASS	FAIL	
8	§ 2.9.1 / § 5.9.1 DOPPLER AUDIO	A. Audio tone correlates with received Doppler signal B. Functioning audio volume-adjustment control			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		PASS	FAIL	
9	§ 2.12.4 / § 5.12.4 INTERNAL CIRCUIT	Mfg. Spec. PASS	Test results PASS				PASS	FAIL	
10	§ 2.12.6.5 / § 5.12.6.5 DIRECTIONAL	A. Selects only targets moving towards radar B. Selects only targets moving away from radar			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N.A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N.A.		PASS	FAIL	
11	§ 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST	Stationary mode: target channel (mph)		Low speed spec. 12	Lo speed disp. 12		PASS	FAIL	
				Hi speed spec. 200	Hi speed disp. 200				
		Moving Mode target channel (mph)		Low speed spec. N/A	Lo speed disp. N/A				
				Hi speed spec. N/A	Hi speed disp. N/A				
		Moving Mode: patrol channel (mph)		Low speed spec. N/A	Lo speed disp. N/A				
				Hi speed spec. N/A	Hi speed disp. N/A				
12	§ 2.13 / § 5.13 RFI TEST						PASS	FAIL	
13	LABORATORY COMMENTS								
14	NHTSA/IACP CERTIFICATION	This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802 <input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL							
		Certified by: <i>Fred Bauman</i>			Date: 9-6-17				
15	INVENTORY	<input type="checkbox"/> Fork Cert <input type="checkbox"/> Manual <input type="checkbox"/> 2 nd Ant. <input type="checkbox"/> Remote <input type="checkbox"/> Bat. <input type="checkbox"/> Carrying Case <input type="checkbox"/> Other: (please list)							

AGENDA ITEM:

**CITY OF TULARE, CA
TULARE CITY COUNCIL
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Provide City Staff with clarification and direction regarding any additions or final modifications to the proposed Capital Improvements Projects Budget for Fiscal Years (FY) 2019-2024.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

At the Projects Budget Workshop held on April 23, 2019, a list of proposed projects for FY 2019-2024 was presented to the City Council and the Board of Public Utilities. The scopes of the transportation and utility infrastructure improvement projects were presented, in addition to a list of the General Fund Capital Improvement projects. During this presentation, it was noted that some available transportation and utility funding is currently projected in FY 2022/23 and 2023/24. The City Council and Board of Public Utilities were provided with a list of potential projects to utilize this funding and were asked if there were any other projects or priorities that they would like City Staff to review.

The City Council and Board of Public Utilities appeared to be in agreement with the list of proposed projects, but it was not clear if there was a consensus to add any of the proposed projects to the program.

Pursuant to Government Code (G.C.) 65401, this list of projects will be presented to the Planning Commission for review for conformity to the City's General Plan. In order to meet the current schedule for Budget adoption, this is currently planned to be presented to the Planning Commission at their regularly scheduled meeting on May 13, 2019. Therefore, any desired changes to the list of projects or scopes would need to be incorporated prior to this presentation.

STAFF RECOMMENDATION:

Provide City Staff with clarification and direction regarding any additions or final modifications to the proposed Capital Improvements Projects Budget for Fiscal Years (FY) 2019-2024.

CITY ATTORNEY REVIEW/COMMENTS: " Yes T N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: " Yes £ No T N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Nick Bartsch

Title: Senior Project Manager

Date: April 29, 2019

City Manager Approval:_____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office

For Council Meeting of: May 7, 2019

Documents Attached: Ordinance Resolution Staff Report Other* None

AGENDA ITEM:

Council Member Nunley confirm appointment of Jose Ruiz-Salas to the Measure I Citizen Oversight Committee vacancy for a term ending December 31, 2020.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

There is a vacancy on the Measure I Citizen Oversight Committee. This appointment is made by District 5 - Council Member Nunley.

Jose Ruiz-Salas, new applicant, has expressed interest in the Measure I Citizen Oversight Committee.

The Measure I Citizen Oversight Committee, established May 16, 2017, consists of five members appointed by each of the five City Council Members, to, once established, serve four-year terms. The Committee will meet twice annually, once to be briefed on the annual budget (mid-year) and again to review the Annual Audit Report, specific to Measure I. Members must live in Tulare.

One vacancy, to be appointed by District 5 - Council Member Nunley, exists on the Measure I Citizen Oversight Committee, (1) for a term ending December 31, 2020.

STAFF RECOMMENDATION:

Council Member Nunley confirm appointment of Jose Ruiz-Salas to the Measure I Citizen Oversight Committee vacancy for a term ending December 31, 2020.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Rob Hunt

Title: City Manager

Date: April 30, 2019

City Manager Approval: _____

BOARD/COMMISSION/COMMITTEE CANDIDATE APPLICATION CITY CLERKS OFFICE
CITY OF TULARE

NAME Jose Ruiz-Salas		ADDRESS (must reside or own business within the sphere of influence) 1527 Mirasson Ave, Tulare, CA 93274	
MAILING ADDRESS (if different from above)		EMAIL ADDRESS jruizsalas@gmail.com	
WORK PHONE 559.624.8004	HOME PHONE 559.321.7849	YEARS IN TULARE AREA 15	
EMPLOYER County of Tulare, Public Health Department			

I would like to be considered for appointment to the following City of Tulare board(s), commission(s) or committee(s) when vacancies occur:

- | | |
|---|--|
| <input type="checkbox"/> Aviation Committee | <input checked="" type="checkbox"/> Measure I Citizen Oversight Committee |
| <input checked="" type="checkbox"/> Board of Public Utilities | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Committee on Aging | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Housing & Building Appeals Board | <input checked="" type="checkbox"/> Police Department Citizen Complaint Review Board |
| <input type="checkbox"/> Library Board | |

DISCLOSURE: Most of the City's boards and commissions require, by state law, that members file a "Statement of Economic Interest" (conflict of interest/disclosure statement) on an annual basis.

Would you be willing to file such a statement in connection with an appointment?

YES NO

Please provide a brief statement about yourself, background and why you are interested in serving on the above. Attach additional sheet(s) if more space is needed:

I am currently employed with the Tulare County Public Health Department. As a member of these committees, I would be interested in bringing a health perspective to policy discussions. I believe that considering the impact on the community's health is an important element in the success of policy decisions. Local government should make every effort to address the health inequities occurring among its residents and think more broadly about how social-economic factors within the city impact health.

My academic background is in policy development. I am a fluent Spanish-speaker, including writing and reading. I feel comfortable using technology and have a lot of experience with Office applications.

Date: 03/07/2019

Signature: Jose E. Ruiz-Salas

This application will remain on file for two (2) years from the date of filing or until appointment to a board/commission/committee, whichever occurs first.

Return to: Office of City Clerk, 411 East Kern Ave, Tulare CA 93274 Fax (559) 366-1701