

**TO: Mayor and City Council Members**  
**FROM: Rob Hunt, Interim City Manager**  
**SUBJECT: June 4, 2019 Agenda Items**  
**DATE: May 29, 2019**

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**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 May 13 and May 14, 2019 special meeting(s).**  
[Submitted by: R. Yoder] The minutes of May 13 and May 14, 2019 special meeting(s) are submitted for your approval. **Staff recommends Council approve as presented.**
- (3) **Adopt Resolution 19-19 an Addendum to the Environmental Impact Report (EIR) previously approved and certified by the Council of the City of Tulare for the Tulare Pilot Flying J project as part of Resolution 18-62 on November 20, 2018. [Submitted by: M. Anaya]** Since certification of the EIR, temporary changes to the signal utility infrastructure for the previously approved project (the Approved Project) have been proposed (i.e. the temporary installation of temporary traffic signals at the intersections of S. Laspina Street/E. Paige Avenue, SR 99 NB Off-Ramp/E. Paige Avenue, S. Blackstone Street/E. Paige Avenue, SR 99 SB Off-Ramp/S. Blackstone Street), thus requiring further environmental analysis. The proposed changes to the project's use of temporary utility infrastructure are addressed in the Addendum document that has been prepared and is included as an attachment to this staff report. The Approved Project required the installation of permanent traffic signal infrastructure at the aforementioned intersections by opening day, in order for the service station to begin operation.

Due to a current backorder of traffic signal infrastructure from the manufacturers, permanent infrastructure is not available within the proposed project's opening day timeline, therefore the use of temporary intersection traffic signals and associated improvement infrastructure has been proposed, as an interim measure, until the permanent traffic signals are installed. Permanent signal improvements are anticipated to be complete within 6 weeks of opening day, however due to the potential for additional delays from the manufacturer it is assumed that temporary intersection improvements may be required for up to 8 weeks from opening day. Specifically, the Proposed Project would be required to install temporary traffic signals at the following four intersections:

- S. Laspina Street/E. Paige Avenue
- SR 99 NB Off-Ramp/E. Paige Avenue
- S. Blackstone Street/E. Paige Avenue

- SR 99 SB Off-Ramp/S. Blackstone Street

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis) of the Addendum document, the proposed changes do not meet the criteria for preparing a subsequent EIR or negative declaration. An addendum is appropriate here because none of the conditions calling for preparation of a subsequent EIR or negative declaration have occurred. Based upon the information provided in Section 3.0 of the Addendum document, the changes to the Approved Project due to the interim use of temporary traffic control infrastructure, will not result in new significant impacts or substantially increase the severity of impacts previously identified in the EIR, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3), or Section 15164 of the CEQA Guidelines are present.

The conclusions of the analysis in the Addendum remain consistent with those made in the previously certified EIR. No new significant impacts will result, and no substantial increase in the severity of impacts is expected from those previously identified in the EIR.

*ENVIRONMENTAL:*

The Addendum to the Approved Project EIR has been prepared in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15164 of the CEQA Guidelines. **Staff recommends Council adopt Resolution 19-19 an Addendum to the Environmental Impact Report (EIR) previously approved and certified by the Council of the City of Tulare for the Tulare Pilot Flying J project as part of Resolution 18-62 on November 20, 2018, as presented.**

- (4) **Adopt of Resolution 19-20 supporting a Finding of No Net Loss on Sites Identified to Accommodate the City of Tulare’s Fifth Cycle Regional Housing Needs Allocation as of June, 2019 pursuant to Government Code Section 65863. [Submitted by: T. Myers]** Every eight years, the California Department of Housing and Community Development (“HCD”) performs an income-based Regional Housing Needs Assessment based on population for each region’s Council of Governments (“COG”). Each COG divides up that income-based need for each city and/or county in its jurisdiction, referred to as a Regional Housing Needs Allocation (“RHNA”). A city is responsible for creating a Housing Element as part of its General Plan to address how it will accommodate and achieve its RHNA need. The Housing Element identifies sites available to accommodate the development of residential units to meet a city’s RHNA need by income level.

Housing assessments and allocations are based on planning periods, which differ from COG to COG. To date, this state-wide process has been undergone in California four times, and the fifth housing-element update cycle is currently underway. For Tulare County, the current planning period is for September 30<sup>th</sup>, 2015 to September 30<sup>th</sup>, 2023 (“Fifth Cycle RHNA Period”).

New No Net Loss Requirements

In 2017, the State Legislature passed Senate Bill 166 (codified in Government Code section 65863), enacting “No Net Loss” provisions. A city cannot approve development that reduces the density or changes the affordability of any site that was identified in the Housing Element to accommodate RHNA need unless it proves by a written finding that:

- a) the remaining sites identified to meet RHNA need in the housing element are adequate to accommodate the “lost” units, or
- b) the city identifies and makes available other sites to accommodate the “lost” need within 180 days.

City staff and consultants recently analyzed development on sites identified to meet RHNA need in the City’s 2016 Housing Element to make a no net loss finding.

Tulare’s No Net Loss Finding

Tulare’s 2016 Housing Element identified a RHNA need of 4,563 residential units for lower, moderate, and above moderate-income households. This is shown in Row 4 on the table on the following page.

The 2016 Housing Element accommodated a total of 6,151 units (Row 10). Although the total units accommodated exceeded the 4,563-unit need, the Housing Element had a deficit of 1,979 lower income units (Row 11). To address this, the City implemented a “rezone” program in 2019, which rezoned several sites to accommodate an additional 2,225 lower income units (Row 16). As of January 2019, the City had a 3,567 surplus of units accommodated to meet RHNA need (Row 19).

Now that several years have passed since the Housing Element was approved, there has been significant construction on the sites identified to meet RHNA need, resulting in changes from the original density and income levels planned and approved in the Housing Element. Though there was a “loss” of 95 moderate and 357 above moderate-income units, there was a gain of 935 lower income units, resulting in a net gain of 483 units accommodated to meet RHNA need (Row 26).

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The units accommodated in the Housing Element, the units accommodated for in the “re-zone program,” and the units developed since result in an overall surplus of units in all RHNA categories, as shown in Row 34 of the table on the following page.

Staff recommends that the City Council adopt a resolution making a written finding that there is no net loss as of June 2019 in sites identified to accommodate RHNA need for the Fifth Cycle RHNA period. City staff is monitoring development on other sites identified to accommodate RHNA need through the Housing Element and the rezone program and will bring subsequent no net loss reports to City Council as required by Senate Bill 166.

**Tulare No Net Loss Analysis as of April 2019**

	HE Table	# Units by Income Level			Total
		L	M	AMI	
<b>1 Total RHNA Need Identified in 2016 Housing Element</b>					
2 5th Cycle (2014-2023) RHNA Allocation		1,529	613	1,452	3,594
3 4th Cycle (2006-2013) Unaccommodated Need	3.4	969	0	0	969
<b>4 Total RHNA Need</b>		<b>2,498</b>	<b>613</b>	<b>1,452</b>	<b>4,563</b>
<b>6 Housing Element Sites Identified to Meet RHNA Allocation</b>					
7 Units Built or Under Construction	3.5	0	36	0	36
8 Planned or Approved Projects	3.6	0	274	2,711	2,985
9 Vacant Sites	3.7	519	701	1,910	3,130
<b>10 Total Units Accommodated by 2016 Housing Element</b>		<b>519</b>	<b>1,011</b>	<b>4,621</b>	<b>6,151</b>
<b>11 Surplus / (Unmet Need) in 2016 Housing Element</b>		<b>(1,979)</b>	<b>398</b>	<b>3,169</b>	
<b>13 Rezone Program Implemented January 2019<sup>1</sup></b>					
14 Rezoned Vacant Sites	3.7	1,001	(20)	(226)	755
15 Rezoned New Sites	3.9	1,224	0	0	1,224
<b>16 Total Sites Added / (Lost) from Rezone Program</b>		<b>2,225</b>	<b>(20)</b>	<b>(226)</b>	<b>1,979</b>
<b>18 Total Units Accommodated as of January 2019</b>		<b>2,744</b>	<b>991</b>	<b>4,395</b>	<b>8,130</b>
<b>19 Surplus / (Unmet Need) as of January 2019</b>		<b>246</b>	<b>378</b>	<b>2,943</b>	<b>3,567</b>
<b>21 Net Gain / (Loss) as of April 2019</b>					
22 Units Built or Under Construction	3.5	0	0	0	0
23 Planned or Approved Projects <sup>2</sup>	3.6	0	0	(70)	(70)
24 Vacant Sites <sup>3</sup>	3.7	935	(95)	(287)	553
25 Rezoned New Sites <sup>4</sup>	3.9	0	0	0	0
<b>26 Net Gain / (Loss) as of April 2019</b>		<b>935</b>	<b>(95)</b>	<b>(357)</b>	<b>483</b>
<b>28 Total Units Accommodated as of April 2019</b>					
29 Units Built or Under Construction	3.5	0	36	0	36
30 Planned or Approved Projects	3.6	0	274	2,641	2,915
31 Vacant Sites (including Rezoned Vacant Sites)	3.7	1,454	606	1,623	3,683
32 Rezoned New Sites	3.9	1,224	0	0	1,224
<b>33 Total Units Accommodated as of April 2019</b>		<b>2,678</b>	<b>916</b>	<b>4,264</b>	<b>7,858</b>
<b>34 Surplus / (Unmet Need) as of April 2019</b>		<b>180</b>	<b>303</b>	<b>2,812</b>	<b>3,295</b>

<sup>1</sup> Sites rezoned by City Council Ordinance 18-13 adopted January 15, 2019. Reported in 2018 Housing Element Annual Progress Report.

<sup>2</sup>Vista Terraza, originally planned for 114 AMI units, was approved for 47; Cottonwood Estates, originally planned for 315 AMI units, was corrected to 312.

<sup>3</sup> Includes changes due to development and rezoning. See Table 2 for details.

<sup>4</sup> New sites added by Rezone Program that were not originally in the Vacant Sites inventory.

**Staff recommends Council adopt Resolution 19-20 supporting a Finding of No Net Loss on Sites Identified to Accommodate the City of Tulare's Fifth Cycle Regional Housing Needs Allocation as of June 2019 pursuant to Government Code Section 65863, as presented.**

- (5) Adopt 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] Following a public hearing the City Council passed-to-print Ordinance 19-01 at the May 7, 2019, meeting. There were no public comments. Staff recommends Council Adopt 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.**
- (6) Authorize the City Manager to execute a joint use agreement with Southern California Edison Company for the relocation of existing facilities within the right-of-way of Blackstone Street to accommodate construction of public improvements required for the Pilot Travel Center, located at the southwest corner of Paige Avenue and Blackstone Street. [Submitted by: M. Miller] A condition of the Pilot Travel Center project, which is currently under construction at the southwest corner of Paige Avenue and Blackstone Street, was the construction of an eastbound right-turn lane at the intersection of Paige Avenue and Blackstone Street. This construction will necessitate the relocation of an existing Southern California Edison (SCE) utility pole and street light which was located in an existing SCE easement. SCE is requiring a joint use agreement with the City for the relocation of their facilities to a new location within the City's right-of-way for Blackstone Street, and for the City's use of the existing SCE easement for street purposes. A copy of the Joint Use Agreement requested by SCE is attached. Staff recommends Council authorize the City Manager to execute a joint use agreement with Southern California Edison Company for the relocation of existing facilities within the right-of-way of Blackstone Street to accommodate construction of public improvements required for the Pilot Travel Center, located at the southwest corner of Paige Avenue and Blackstone Street, as presented.**
- (7) Approve the Parcel Map filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street, and accept the right-of-way dedication shown thereon. [Submitted by: M. Miller] Tentative Parcel Map No. 2018-03 filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street was approved by the Parcel Map Committee on September 10, 2018. This parcel map comprises approximately 0.39 acres, which is to be subdivided into 2 parcels. Parcel 1 will be 0.22 acres and Parcel 2 will be 0.17 acres. The parcel map provides a 20' radius dedication for public**

right-of-way purposes at the northwest corner of San Joaquin Avenue and "M" Street.

The Engineering Division has examined the parcel map and determined that it is in compliance with the approved tentative parcel map and the Subdivision Map Act. A copy of the Parcel Map and Parcel Map Committee Resolution No. 790 is attached. **Staff recommends Council approve the Parcel Map filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street, and accept the right-of-way dedication shown thereon, as presented.**

- (8) **Adopt Resolution of Intent 19-21 receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 18, 2019, as the public hearing date regarding annual downtown district assessments. [Submitted by: D. Thompson]** The City Code requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the Tulare Downtown Association (TDA) Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2019.

The report and resolution of intent to levy assessments are the first steps in this annual process. A TDA Board Member, will review the report in detail during the public hearing scheduled for June 18. The only action required at the June 4 meeting is adoption of the resolution receiving the draft report, declaring the intent to levy assessments, and setting June 18 as the public hearing date. **Staff recommends Council adopt Resolution of Intent 19-21 receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 18, 2019, as the public hearing date regarding annual downtown district assessments, as presented.**

- (9) **Approve agreement with Philip M. Smith to construct and finance utility connection and/or side walk, curb, gutter, and driveway construction and place costs thereof on property tax rolls in installments. [Submitted by: D. Thompson]** Resolution No. 97-4314, dated May 6, 1997, of the City Council of the City of Tulare, and Resolution No. 97-511, dated April 17, 1997, of the Board of Public Utilities of the City of Tulare, authorized the adoption of the provisions of Streets & Highways Code Sections 5870 et seq., under the 1911 Act, for the purpose of financing certain costs and declaring the repayment of same to be assessed against property owners and placed on the property tax rolls.

An agreement has been entered into with Philip M. Smith to connect to the City's

sewer, water system or curb, gutter and driveway construction and place those costs on the property tax rolls in installments. **Staff recommends Council approve agreement with Philip M. Smith to construct and finance utility connection and/or side walk, curb, gutter, and driveway construction and place costs thereof on property tax rolls in installments, as presented.**

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

- (11) **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 a 48-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 a 48-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.**

- (12) **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 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. 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 # 170-241-012 located in the 300 Block of N Street ("Property") to All Valley Housing Inc. in the amount of \$45,000.00 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.**

- (13) **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.**

- (14) **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 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. 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 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.**

- (15) **Reject the liability claim in the amount of \$69,085.02, filed by Tulare Mini Mart, Inc., 525 W. Inyo, Tulare, claiming the loss of revenue due to street construction. [Submitted by: J. Avila]** This claim was filed by Tulare Mini Mart Inc. on May 3, 2019, for the loss of revenue at their business at 525 W, Inyo due to street construction. In addition, the claim alleges that a sprinkler was broken which caused damage to their property.

The City contracted with Steve Dovali Construction to do street repairs and improvements on E Street, south of Inyo. Access to the business was maintained throughout the duration of the work. During the construction period, there was a short period of time where E Street, South of Inyo was closed to through traffic, but remained open to local traffic allowing access to the business. At no time were driveways accessing the businesses off of Inyo blocked. The City was not made aware of any broken sprinklers and if broken by the contractor, they would be the responsible party. **Staff recommends Council reject the liability claim in the amount of \$69,085.02, filed by Tulare Mini Mart, Inc., 525 W. Inyo, Tulare, claiming the loss of revenue due to street construction, as presented.**

- (16) **Grant permission for the Tulare Library Foundation to serve alcohol at a fundraising event scheduled for Monday, September 23, 2019, 5:30-8:30 p.m. for adults 21 and over at the Library. [Submitted by: H. Clark]** The Tulare Library Foundation, as part of its effort to raise funds to support the library, is planning a special fundraising event, "A Night at the Library." Tickets for this event are \$50.00 and the event will designate special areas within the library to represent themes derived from recognizable or noted books (e.g. *Fahrenheit 451*, *Treasure Island*, *Gettysburg*, & *Fried Green Tomatoes at Whistlestop Cafe*). Each area will have a separate food and drink menu along with literary characters in costume. This will be their ninth consecutive event. After receiving such positive responses from the community, we look forward to a very successful event this September. Due to existing city regulations, the Foundation requires special permission from the City Council to serve alcohol at this event. TLF event organizers will follow all laws and regulations that regulate the serving of alcohol at this type of event (checking of identification, having security, etc.). **Staff recommends Council grant permission for the Tulare Library Foundation to serve alcohol at a fundraising event scheduled for Monday, September 23, 2019, 5:30-8:30 p.m. for adults 21 and over at the Library, as presented.**

## VI. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) **Presentation by Randy Dodd, President of Adventist Health Tulare updating Council on the hospital, change of ownership of the license, execution of the lease, current and coming-soon services, as well as general overall progress.**
- (2) **Proclamation in recognition of the Summer Reading Program for Families, June 8 through July 13, 2019, entitled "It's Showtime @ Tulare Public Library!"**

## VII. MAYOR'S REPORT

- (1) **Discuss and consider submitting a letter requesting a County of Tulare Mental Health Satellite Office in the City of Tulare. [Requested by: J. Sigala at the 5/7/19 meeting]** At the May 7, 2019 City Council meeting, Mayor Sigala requested, with the consensus of the Council, an item for the consideration of sending a letter to Tulare County Chief Administrative Officer Jason Britt requesting a meeting to discuss the possible establishment of a Mental Health Satellite Office in the City of Tulare.

Mental health affects everyone regardless of culture, race, ethnicity, gender or sexual orientation. Over 43 million adults experience mental illness in a given year. Nearly 1 in 6 California adults experience a mental illness of some kind,

and 1 in 24 have a serious mental illness that makes it difficult to carry out major life activities. Additionally, one in 13 children has an emotional disturbance that limits participation in daily activities.

Pursuant to the Tulare County Mental Health Board's most recent Annual Report, the County has seen a steady increase in the number of people served between fiscal year 2011/12 of 9,842 and fiscal year 2015/16 of 11,506, a 16 percent growth in comparison to the 4 percent growth realized in the County's overall population of 442,182 in 2010 to 459,863 in 2015, per Census populations estimates.

A County of Tulare Mental Health Satellite Office in the City of Tulare would provide access to vital mental health services to residents without having to travel to neighboring cities. **Staff recommends Council discuss and consider submitting a letter requesting a County of Tulare Mental Health Satellite Office in the City of Tulare, as requested.**

- (2) **Request by the Tulare Homelessness Ad Hoc Committee to consider a letter of support to the Governor Newsom in support of the Kings-Tulare Continuum of Care request for proportionate one-time homelessness funding in the 2019-20 State Budget. [Requested by: Homeless Ad Hoc Committee] *No written staff report.***

## VIII. 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 adopt Resolution 19-22 approving the 2019/20 city operating budget, including Capital Improvement Program 2019-2024 (CIP), to adopt Resolution 19-23 approving the 2019/20 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare, to adopt Resolution 19-24 establishing the 2019/2020 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets. [Submitted by: D. Thompson]** On February 19, 2019, the City Council held a budget study session to review the mid-year financial status, to consider and discuss budget assumptions and issues, and to give staff direction regarding preparation of the proposed budget. A second budget meeting was held on April 2, 2019 to present the proposed budget requesting direction from

Council. On April 23, 2019, the Council held a Capital Improvement Program Budget Session providing direction to expenditures related thereto; and on May 14, 2019 another study session was held with Council for direction regarding further adjustments, if any, to the proposed budget. This budget reflects the final direction received from Council at the May 14 meeting.

The Board of Public Utilities (BPU) held a public meeting on May 16, 2019 and adopted the utilities budget. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

**Operating Budget (including the Position Control Budget (PCB))**: The complete proposed General City operating budget is comprised of the following:

1. City Manager's memo;
2. Total estimated revenues and total appropriations proposed for all non-utility City funds (General Fund, non-utility enterprise funds, internal service funds, and debt service funds);
3. The Position Control Budget;
4. The General Fund proposed appropriations summarized by object;
5. The General Fund divisional appropriations with line item analyses;
6. Capital Improvement Program 2019-2024.

**Fleet Control Budget (FCB) Equipment Replacement Control Budget (ERCB)** All of the control budgets are incorporated into the operating budget on the pertinent analytical line items (See Budget Flex Report). The FCB is detailed below.

Much of the General Fund departments have suspended vehicle reserve funding again for this year for vehicle replacements to help with the budget deficit and are relying on reserve balances built up to sustain the need for vehicle replacements

Each control budget applies to internal service funds that operate similarly. Internal charges are computed based on projected costs which are then appropriated in the operating divisions within the proposed budget. The charges are collected by the pertinent internal service fund (for example, Workers Compensation Insurance Fund or Fleet Replacement Fund) from all City funds receiving the internal services. Purchases (for example, for replacement vehicles or for loss pooling costs (like insurance)) are made through the internal service funds to the third-party providers. The internal service funds are evaluated each budget cycle to determine if costs were more or less than projected which will result in future period adjustments through the operating department budgets.

**AGENDA MEMO**  
**TULARE CITY COUNCIL**  
**June 4, 2019**  
**Page 14**

The FCB also smooths the procurement process in some instances for replacement vehicles replaced in accordance with the pre-approved plan. Provided the cost for replacement of equipment does not exceed the amount authorized for purchasing the pre-approved items, and provided that the City's Purchasing policy does not require further Council (or BPU) action, the purchases can be made under the existing policy by staff.

This FCB, if approved, authorizes replacement of the listed vehicles in accordance with the Council's adopted Purchasing Policy. This list also includes vehicles added to the fleet. The BPU has approved the amounts for the municipal utility FCB. City Council is only receiving the BPU portion of the FCB.

<b>Vehicles to be Replaced</b>	<b>Fund</b>	<b>Quantity</b>	<b>Cost</b>
Senior Service Replace #0060 with #0063	General Fund	1	35,000
Replace Patrol	Police	8	400,000
Streets Compressor	General Fund	1	36,000
Streets Asphalt Roller	General Fund	1	110,000
Streets Unit Dump Truck	General Fund	1	125,000
Water Compressor Truck	Water	1	75,000
Water 1 Service Body	Water	1	55,000
Fire Pumper	Fire	1	667,890
Service Trucks	Wastewater	2	80,000
Solid Waste Side Loaders	Solid Waste	2	600,000
Wastewater Loader	Wastewater/Sewer	1	185,000
<b>Total Replacement/Expansion</b>		<b>20</b>	<b>2,368,890</b>

The following represents the Fleet Reserve Funds:

<b>Fleet Reserve Funds</b>	Estimated Reserve 07/01/2019	Projected 2019 / 2020 Expenditures	Projected Insurance Premium	Projected 2019 / 2020 Revenue	Estimated Reserve 07/01/2020
General Fund	590,014	306,000	5,800	68,400	346,614
Police	-22,490	400,000	12,416	561,600	126,694
Fire / Fire Apparatus	595,528	667,890	16,182	231,600	143,056
Development Services	117,745		708	43,800	160,837
Water	372,434	130,000	2,069	89,640	330,005
Solid Waste	2,852,782	600,000	33,405	930,460	3,149,837
Wastewater/Sewer	613,312	265,000	4,420	183,300	527,192
<b>General Fund</b>	<b>1,163,052</b>	<b>1,373,890</b>	<b>34,398</b>	<b>861,600</b>	<b>616,364</b>
<b>Enterprise Funds</b>	<b>3,956,273</b>	<b>995,000</b>	<b>40,602</b>	<b>1,247,200</b>	<b>4,167,871</b>
<b>FCB FUND TOTALS</b>	<b>5,119,325</b>	<b>2,368,890</b>	<b>75,000</b>	<b>2,108,800</b>	<b>4,784,235</b>

**Appropriation Limit:**

Annually, the Council must adopt the City's Proposition 4 Appropriation Limit (so-called Gann Limit). The amount is adjusted annually for population and for inflation. The proposed Gann Limit is substantially above the City's proposed budget appropriations, so the City is in compliance.

**Resolutions:**

Attached are three resolutions to be considered at a single public hearing for adoption; one each for the operating budget, including 2019-2024 CIP budget, the Position Control Budget and the 2019/20 Appropriation Limit. Adoption of the operating budget will include all control budget components described. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period. **Staff recommends Council adopt the following:**

1. **Adopt Resolution 19-22 approving the 2019/20 city operating budget, including Capital Improvement Program 2019-2024 (CIP);**
  2. **Adopt Resolution 19-23 approving the 2019/20 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare;**
  3. **Adopt Resolution 19-24 establishing the 2019/2020 appropriation limit; and,**
  4. **Receive the BPU-adopted Utility Enterprise Fund Budgets.**
- b. **Public Hearing to pass-to-print Ordinance 19-02 amending Title 5 (Business Regulations) adding Chapter 5.104 (Massage Establishments and Services) of the Tulare Municipal Code. [Submitted by: W. Hensley; M. Dodd]** During the Council Goal Setting Workshop in February 2019, staff received direction to review the City's Municipal Code regarding massage establishments and services.

The Tulare Police Department conducted research on Massage Parlors throughout the city and the potential unlawful activity occurring at these establishments. It was found that the current city ordinance is outdated and does not assist in the enforcement of illegal activity associated with these businesses.

At the May 14, 2019, the Council reviewed the proposed Ordinance and directed staff to move forward in the process with consideration of the City Council being a part of the appeal provisions within same. **Staff recommends Council pass-to-print Ordinance 19-02 amending Title 5 (Business Regulations) adding Chapter 5.104 (Massage Establishments and Services) of the Tulare Municipal Code, as presented.**

(2) Engineering:

- a. **Presentation of roundabout and signalized intersection designs for the intersection of Pleasant Avenue and West Street, and provide staff with direction regarding the preferred design alternative and priority of improvements. [Submitted by: M. Miller]** At the City Council's June 19, 2018 meeting, Council authorized a professional services contract with Provost & Pritchard for the design of Project EN0084, a street and utility improvement project on Pleasant Avenue between Cromley Street and H Street. Included in Provost & Pritchard's design scope of work are ADA improvements to the intersection of Pleasant Avenue and West Street, which is currently a 4-way stop intersection with a significant offset in the east-west path of travel.

The intersection of Pleasant Avenue and West Street was identified as a warranted traffic signal location in the 2017 Intersection Monitoring Report prepared by the Tulare County Association of Governments. The current offset in the intersection would prevent signalization of the intersection, as the travel lanes could not be properly aligned. Staff directed Provost & Pritchard to investigate what future alignment changes would be necessary to allow for signalization of the intersection. Long-term cost savings could be achieved by incorporating these realignment changes into Project EN0084 by eliminating the need for future rework. From the standpoint of construction cost and right of way impacts, staff further wanted to investigate the difference between a traditional signalized intersection design and an urban roundabout design.

Based on the resulting design alternatives, additional right-of-way (ROW) would be required from adjacent properties to construct either alternative. The urban roundabout design would require more ROW acquisition than the traffic signal design, and would therefore have a greater impact to adjacent property owners and higher anticipated ROW costs. Preliminary construction costs for both alternative costs are similar, with the urban roundabout being slightly higher.

Staff from Provost & Pritchard will present a brief presentation regarding the intersection design alternatives studied. Following the presentation, both they and City staff will answer any questions Council may have.

Staff is requesting Council direction with regard to the preferred alternative, and whether to proceed with one of the following approaches:

- A. Proceed with Project EN0084 with no provisions for future intersection improvements.



- B. Complete design of future intersection improvements under the current design contract to take advantage of preliminary design work completed thus far, but do not include any related improvements with Project EN0084.
- C. Incorporate those future intersection improvements that could be constructed within existing ROW into Project EN0084.
- D. Incorporate full intersection improvements and required ROW acquisition into Project EN0084.

**Staff recommends Council receive the presentation of roundabout and signalized intersection designs for the intersection of Pleasant Avenue and West Street, and provide staff with direction regarding the preferred design alternative and priority of improvements, as requested.**

- b. Consider a request by Del Lago Place, LLC to grant a one-year time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension. [Submitted by: M. Miller]** Tesori is a subdivision containing 45 residential lots, and is located between Bella Oaks and Ribolla Avenues west of Mooney Boulevard. The subdivider is Del Lago Place, LLC, a California Limited Liability Company. The existing final map and original subdivision agreement were approved by the Council on November 5, 2013.

As a condition of project approval, Caltrans required improvements to Mooney Boulevard (State Route 63) to install a right-turn lane at the intersection of Bella Oaks Avenue. This will require the relocation of existing overhead power lines. Initial efforts to relocate the lines in an overhead fashion have been unsuccessful due to the inability of obtaining guy anchor easements from a property owner located on the east side of Mooney Boulevard. The existing lines will therefore need to be relocated in an underground fashion, negating the need for the guy anchor easement.

On June 21, 2016, Council authorized an amended subdivision agreement extending the expiration date to June 21, 2017 to provide additional time to resolve the issues related to completion of the required improvements to Mooney Boulevard. On June 6, 2017, Council approved an additional 12-month extension resulting in a revised expiration date of June 6, 2018.

On June 5, 2018, Council authorized an additional twelve-month extension to the subdivision agreement resulting in a revised expiration date of June 5, 2019 to provide additional time for the City staff and the Developer to

complete an oversize construction reimbursement agreement related addressing the required improvements to Mooney Boulevard. A draft reimbursement agreement was brought to City Council on August 21, 2018, at which time it was approved for execution subject only to minor, clarifying changes authorized by the City Manager and City Attorney. A final version of the reimbursement agreement was executed by the City and Developer on September 28, 2018.

Staff has received a request for another extension to the subdivision improvement agreement to provide additional time for the Developer to complete the improvements to Mooney Boulevard. The Developer has indicated that they are waiting to receive an encroachment permit from Caltrans to perform this work. Verification has been provided by the Developer's surety that the subdivision performance and payment bonds previously provided are still in effect. Should an extension be granted through authorization to execute an amended subdivision improvement agreement, staff would suggest a one-year timeline for completion of improvements to be specified therein.

A reduced copy of the subdivision map and executed oversize construction reimbursement agreement are attached for reference. **Staff recommends Council consider a request by Del Lago Place, LLC to grant a one-year time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension, as presented.**

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

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

- (a) 54957.6b Conference with Labor Negotiators  
Represented/Unrepresented Employee(s): Fire Units  
Negotiators: Rob Hunt, Darlene Thompson, Janice Avila, Mario Zamora  
[Submitted by: J. Avila; M. Zamora]
- (b) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1)  
Name of Case: Frost v. Nunley, TCSC Case No. 274926 [Submitted by: M. Zamora]
- (c) 54957(b) PUBLIC EMPLOYEE APPOINTMENT - Title: City Manager [Submitted by: J. Sigala]

- XI. RECONVENE CLOSED SESSION**
- XII. CLOSED SESSION REPORT (if any)**
- XIII. ADJOURN REGULAR MEETING**

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

**May 13, 2019**

**A special meeting of the City Council, City of Tulare, was held on Thursday, May 13, 2019, at 3:00 p.m., in the Tulare City Hall Training Room/Library Conference Room, 411 East Kern Avenue, Tulare, California.**

**COUNCIL PRESENT:** Jose Sigala, Dennis Mederos, Terry Sayre, Greg Nunley<sup>3:10</sup>, Carlton Jones

**STAFF PRESENT:** Janice Avila, Melissa Hermann

**3:00 p.m.**

**I. CALL TO ORDER SPECIAL CLOSED SESSION MEETING**

Mayor Sigala called the special meeting to order at 3:00 p.m.

**II. CITIZEN COMMENTS**

Mayor Sigala requested those who wish to address a matter on the agenda to do so at this time.

No public comment.

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

Mayor Sigala adjourned into closed session at 3:00 p.m.

- a) 54957(b) PUBLIC EMPLOYEE APPOINTMENT  
Title: City Manager

**IV. RECONVENE SPECIAL MEETING**

Mayor Sigala reconvened the special meeting at 6:32 p.m. Council present at the time was Mayor Sigala, Vice Mayor Mederos, Council Member Nunley, and Council Member Sayre.

**V. CLOSED SESSION REPORT (if any)**

Mayor Sigala stated there was nothing to report from closed session.

**VI. ADJOURN SPECIAL MEETING**

Mayor Sigala adjourned the special meeting at 6:32 p.m.

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

**ATTEST:**

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

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

**May 14, 2019**

**A study session of the City Council, City of Tulare was held on Tuesday, May 14, 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 A. Sayre, Carlton Jones<sup>6:09 p.m.</sup>, Greg Nunley<sup>6:26 p.m.</sup>

**STAFF PRESENT:** Rob Hunt, Megan Dodd, Janice Avila, Matt Machado, Luis Nevarez, Steve Bonville, Traci Myers, Michael Miller, Darlene Thompson, Trisha Whitfield, Brian Beck, Nick Bartsch, Jason Bowling, Heidi Clark, Roxanne Yoder

**I. CALL TO ORDER STUDY SESSION**

Mayor Sigala called the study session to order at 6:00 p.m.

- II. CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

There were no public comments.

**III. STUDY SESSION**

- (1) Presentation and request for further direction regarding the City of Tulare General Fund 19/20 Version 2 budget and individual department presentations.** Interim City Manager Rob Hunt provided a brief introduction of the staff presentations. The following Department Presentations were provided for the Council's review and consideration:

Community Services – Brian Beck, Interim Community Services Director  
 Community Development – Traci Myers, Community Development Deputy Director and Michael Miller, City Engineer  
 General Services – Steve Bonville, General Services Director  
 Public Works – Trisha Whitfield, Public Works Director  
 Police – Matt Machado, Police Captain  
 Fire – Luis Nevarez, Fire Chief

Finance Director Darlene Thompson provided a PowerPoint presentation regarding the City's 2019/20 version 2 Budget for the Council's review, consideration and direction.

Questions and comments posed by Council were addressed by staff. Following discussion, it was moved by Mayor Sigala, seconded by Council Member Nunley and unanimously carried to approve the Version 2 budget as presented, using reserves to balance the budget and schedule the Public Hearing to consider budget adoption of June 6, 2019.

#### **IV. ADJOURN STUDY SESSION**

Mayor Sigala adjourned the study session at 7:54 p.m.

**A regular session of the City Council, City of Tulare was held on Tuesday, May 14, 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, Terry A. Sayre

**STUDENTS PRESENT:** Alex Arroyo

**STUDENTS ABSENT:** Greg Garcia

**STAFF PRESENT:** Rob Hunt, Megan Dodd, Janice Avila, Matt Machado, Luis Nevarez, Steve Bonville, Traci Myers, Michael Miller, Darlene Thompson, Trisha Whitfield, Brian Beck, Nick Bartsch, Jason Bowling, Roxanne Yoder

#### **V. CALL TO ORDER REGULAR SESSION**

Mayor Sigala called the regular session to order at 8:01 p.m.

#### **VI. PLEDGE OF ALLEGIANCE AND INVOCATION**

Captain Matt Machado led the Pledge of Allegiance and an invocation was given by Howard Stroman.

#### **VII. 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.

No public comments.

## VIII. COMMUNICATIONS

Council Member Nunley recused himself from discussion due to a business relationship. Interim City Manager Rob Hunt advised that petitions were received from Arnel Koster; no discussion or action taken.

## IX. CONSENT CALENDAR:

**It was moved by Council Member Nunley, seconded by Council Member Jones and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of item(s) 3 & 7.**

- (1) **Authorization to read ordinances by title only.**
- (2) **Approve minutes of May 2 and May 7, 2019 special/regular meeting. [Submitted by: R. Yoder]**
- (3) **Declare Jim Pennington's seat on the Board of Public Utilities vacant and direct staff to post the vacancy and solicit applications. [Submitted by: R. Hunt & R. Yoder]** Council Member Jones pulled the item to discuss the reasons behind the resignation. Assistant City Attorney Megan Dodd advised that Council Member Jones was off topic. Mayor Sigala advised Council Member Jones to address during Items of Interest. With no further discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and unanimously carried to declare the seat vacant as presented.
- (4) **Adopt Resolution of Intent 19-17 to set July 16, 2019 as the Public Hearing to consider the renewal the Tower Square Property-Based Business Improvement District (PBID) and accept the Draft Engineer's Report. [Submitted by: T. Myers]**
- (5) **Adopt Resolution 19-18 authorizing the City Manager or his designee to execute Program Supplement Agreement No. F032 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5072F15 with the State of California Department of Transportation and any amendments thereto, and conduct all negotiations, execute and submit all documents, including but not limited to agreements, amendments and payment requests related to \$1,611,000 in CMAQ funding for purchase of six (6) diesel-powered solid waste collection vehicles. [Submitted by: M. Miller]**
- (6) **Reject the following claims filed on May 1, 2019 [Submitted by: J. Avila]:**
  - **Estate of Allen Raymond Casselman**
  - **Nancy Casselman**
  - **Stephanie Bustamonte**
  - **Allen Casselman**



- (7) **Reject the liability claim for damages filed by Tim R. Ramirez on May 1, 2019. [Submitted by: J. Avila]** Council Member Jones pulled the item to declare a conflict as he is named in the claim and left the room. With no further discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Nunley and carried 4 to 0 (Council Member Jones recused) to reject the claim as presented.
- (8) **Adopt the Three-Year Memorandum of Understanding (July 1, 2018 through June 30, 2021) by and between the City of Tulare and the California League of City Employees Associations (CLOCEA). [Submitted by: J. Avila]**
- (9) **Approve a list of pre-qualified consultants for on-call Geographic Information Systems services, and authorize the City Manager to enter into consultant professional service contracts, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Geographic Technologies Group of Goldsboro, NC and Miller Spatial Services of Riverside CA for a period of up to three years. [Submitted by: J. Bowling]**

#### **X. SCHEDULED CITIZEN OR GROUP PRESENTATIONS**

- (1) **Presentation of Certificates of Participation to Teens on Board City Council Students.** Mayor Sigala presented Alex Arroyo with a Certificate of Participation.

#### **XI. MAYOR'S REPORT**

#### **XII. STUDENT REPORTS**

Teens on Board Member Alex Arroyo addressed the Council on school related activities and events.

#### **XIII. 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) **Engineering/Project Management:**
  - a. **Review and approve a contract amendment with Peters Engineering Group of Clovis, CA in an amount not to exceed \$134,335 for field surveying and mapping, utility coordination, geotechnical analysis, engineering design, right-of-way acquisition (appraisals, negotiation, contracts and documentation), and bidding and engineering construction support services as needed for the extension of**

**improvements on the EN0073 – Cartmill Avenue Improvements Project from De La Vina Street to Mooney Boulevard; Authorize the City Manager, or designee, to approve contract change orders in an amount not to exceed 10% of the revised contract amount; and approve the revised project budget. [Submitted by: N. Bartsch]** Council Member

Nunley recused himself discussion due to property ownership in the area and left the room. Senior Project Manager Nick Bartsch provided a report for the Council's review and consideration. Questions and comments posed by Council were addressed by Mr. Bartsch. Following discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Jones and carried 4 to 0 (Council Member Nunley recused) to approve the item as presented.

**(2) Police:**

- a. Review, discuss & provide direction regarding adding a chapter to the Tulare Municipal Code regarding massage establishments and services. [Submitted by: W. Hensley]** Police Captain Matt Machado provided a PowerPoint presentation for the Council's review, consideration and direction. Following discussion, it was moved by Vice Mayor Mederos, seconded by Council Member Nunley and unanimously carried to direct staff to move forward to set the public hearing and to look into the appeal process within the Ordinance for consideration at that time.

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

Council Member Jones requested an item for closed session to discuss the meeting that led to the resignation of Board of Public Utilities Member Jim Pennington; the request was seconded by Vice Mayor Mederos conditionally, provided that the City Attorney's Office is able to find a legal cause for closed session, otherwise the matter will not be agendized, and unanimously carried as noted.

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

Mayor Sigala adjourned to closed session at 8:49 p.m. for matters as stated by Interim City Attorney Megan Dodd.

- (1) 54956.8b Conference with Real Property Negotiators [Submitted by: S. Bonville]  
Property: Non-developed empty lots, located on the 300 Block of North M Street and O Street in Tulare APN's #170-241-011, #170-241-012, #170-242-016, and #170-242-017  
Under Negotiation: Price, terms & conditions for proposals received under Request for Purchase Proposal ("RFP") #18-643  
Negotiating parties: Rob Hunt, Mario Zamora, Steve Bonville [Submitted by: S. Bonville]

- (2) 54957(b) PUBLIC EMPLOYEE APPOINTMENT - Title: City Manager [Submitted by: J. Avila]

**XVI. RECONVENE CLOSED SESSION**

Mayor Sigala reconvened from closed meeting at 9:24 p.m.

**XVII. CLOSED SESSION REPORT (if any)**

Mayor Sigala advised there were no reportable actions.

**XVIII. ADJOURN REGULAR MEETING**

Mayor Sigala adjourned the regular meeting at 9:24 p.m.

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

**ATTEST:**

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

**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET – CONSENT CALENDAR**

**Submitting Department: Community and Economic Development**

**For Council Meeting of: June 4, 2019**

**Documents Attached:**    Ordinance    Resolution    Staff Report    Other    None

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**AGENDA ITEM:**

Adopt Resolution 19-\_\_\_ an Addendum to the Environmental Impact Report (EIR) previously approved and certified by the Council of the City of Tulare for the Tulare Pilot Flying J project as part of Resolution 18-62 on November 20, 2018.

**IS PUBLIC HEARING REQUIRED:**    Yes    No

**BACKGROUND/EXPLANATION:**

Since certification of the EIR, temporary changes to the signal utility infrastructure for the previously approved project (the Approved Project) have been proposed (i.e. the temporary installation of temporary traffic signals at the intersections of S. Laspina Street/E. Paige Avenue, SR 99 NB Off-Ramp/E. Paige Avenue, S. Blackstone Street/E. Paige Avenue, SR 99 SB Off-Ramp/S. Blackstone Street), thus requiring further environmental analysis. The proposed changes to the project’s use of temporary utility infrastructure are addressed in the Addendum document that has been prepared and is included as an attachment to this staff report. The Approved Project required the installation of permanent traffic signal infrastructure at the aforementioned intersections by opening day, in order for the service station to begin operation.

Due to a current backorder of traffic signal infrastructure from the manufacturers, permanent infrastructure is not available within the proposed project’s opening day timeline, therefore the use of temporary intersection traffic signals and associated improvement infrastructure has been proposed, as an interim measure, until the permanent traffic signals are installed. Permanent signal improvements are anticipated to be complete within 6 weeks of opening day, however due to the potential for additional delays from the manufacturer it is assumed that temporary intersection improvements may be required for up to 8 weeks from opening day. Specifically, the Proposed Project would be required to install temporary traffic signals at the following four intersections:

- S. Laspina Street/E. Paige Avenue
- SR 99 NB Off-Ramp/E. Paige Avenue
- S. Blackstone Street/E. Paige Avenue
- SR 99 SB Off-Ramp/S. Blackstone Street

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis) of the Addendum document, the proposed changes do not meet the criteria for preparing a subsequent EIR or negative declaration. An addendum is appropriate here because none of the conditions calling for preparation of a subsequent EIR or negative declaration have occurred. Based upon the information provided in Section 3.0 of the Addendum document, the changes to the Approved Project due to the interim use of

temporary traffic control infrastructure, will not result in new significant impacts or substantially increase the severity of impacts previously identified in the EIR, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3), or Section 15164 of the CEQA Guidelines are present.

The conclusions of the analysis in the Addendum remain consistent with those made in the previously certified EIR. No new significant impacts will result, and no substantial increase in the severity of impacts is expected from those previously identified in the EIR.

***ENVIRONMENTAL:***

The Addendum to the Approved Project EIR has been prepared in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15164 of the CEQA Guidelines.

***STAFF RECOMMENDATION:***

Adopt Resolution 19-\_\_\_ an Addendum to the Environmental Impact Report (EIR) previously approved and certified by the Council of the City of Tulare as part of Resolution 18-62 on November 20, 2018, pertaining to the Tulare Pilot Flying J Project.

***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:** Josh McDonnell

**Title:** Community and Economic Development Director

**Date:** June 4, 2019

**City Manager Approval:** \_\_\_\_\_

**RESOLUTION 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE  
APPROVING AN ADDENDUM TO THE ENVIRONMENTAL IMPACT  
REPORT PREVIOUSLY APPROVED AND CERTIFIED BY CITY COUNCIL AS  
PART OF RESOLUTION 18-62 ON NOVEMBER 20, 2018**

**WHEREAS**, the Council of the City of Tulare held a public hearing on November 20, 2018, and considered an appeal filed by Love's Travel Stops & Country Stores of the Planning Commission's decision to approved Conditional Use Permit No. 2016-04, along with the project environmental impact report, mitigation monitoring and reporting program, CEQA Findings and Statement of Overriding Considerations; and,

**WHEREAS**, the Council of the City of Tulare voted 3 to 1 on an appeal of Conditional Use Permit No. 2016-04, resulting in denial of said appeal, and approving the environmental impact report (EIR) for the project, with amendments to Project Mitigation Measures 3.12-1 and 4.0-1; and,

**WHEREAS**, Mitigation Measure 3.12-1 required installation of traffic signals and associated improvements by opening day, at the intersections of Laspina Street/Paige Avenue, State Route (SR) 99 SB Off-Ramp/Blackstone Street, SR 99 NB Off-Ramp/Paige Avenue, and Blackstone Street/Paige Avenue; and,

**WHEREAS**, permanent infrastructure is not available within the proposed project's opening day timeline due to backordered materials from the manufacturers, therefore the use of temporary intersection improvement infrastructure has been proposed by the applicant, as an interim measure, until the permanent traffic signals are installed; and,

**WHEREAS**, signal improvements are anticipated to be complete within 6 weeks of opening day, however due to the potential for additional delays form the manufacturer it is assumed that temporary intersection improvements may be required for up to 8 weeks from opening day; and,

**WHEREAS**, the applicant is providing a bond for the installation of the required permanent traffic signals and supporting infrastructure; and,

**WHEREAS**, an Addendum to the EIR for the previously approved project has been prepared in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15164 of the CEQA Guidelines; and,

**WHEREAS**, the final EIR for the proposed project has been considered with the Addendum, pursuant to Section 15164(d) of the CEQA Guidelines; and,

**WHEREAS**, based on the environmental analysis in the Addendum document, the changes resulting from interim use of temporary traffic control infrastructure will not result in new significant impacts or substantially increase the severity of impacts previously identified in the EIR, and there are no previously infeasible alternatives that are now feasible; and,

**WHEREAS**, none of the other factors set forth in Section 15162(a)(3), or Section 15164 of the CEQA Guidelines are present.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Tulare that by this Resolution, the conclusions of the analysis in the Addendum remain consistent with those made in the previously certified EIR for the Tulare Pilot Flying J Project, and that no new significant impacts will result, and no substantial increase in the severity of impacts is expected from those previously identified in the EIR; and

PASSED, APPROVED, AND ADOPTED this 4<sup>th</sup> day of June, 2019.

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

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF TULARE    ) ss.  
CITY OF TULARE        )

I, Rob Hunt, 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 June 4, 2019, by the following vote:



Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Absent/Abstention(s) \_\_\_\_\_.

Dated:

Rob Hunt, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk



# ADDENDUM TO THE TULARE PILOT FLYING J EIR

SCH # (2016021028)

MAY 15, 2019

*Prepared for:*

Community Development Department  
City of Tulare  
411 East Kern Ave.  
Tulare, CA 93274

*Prepared by:*

De Novo Planning Group  
1020 Suncoast Lane, Suite 106  
El Dorado Hills, CA  
(916) 949-3231

D e N o v o P l a n n i n g G r o u p

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A Land Use Planning, Design, and Environmental Firm







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EIR ADDENDUM

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**Appendix**

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## 1.0 INTRODUCTION

This environmental document is an Addendum to the Tulare Pilot Flying J Project EIR, adopted on November 20, 2018 by the City of Tulare. Since adoption of the EIR, changes to the signal utility infrastructure for the previously Approved Project (the Approved Project) have been proposed (i.e. the temporary installation of temporary traffic signals at the intersections of S. Laspina Street/E. Paige Avenue, SR 99 NB Off-Ramp/E. Paige Avenue, S. Blackstone Street/E. Paige Avenue, SR 99 SB Off-Ramp/S. Blackstone Street), thus requiring further environmental analysis. The proposed changes to the project's use of temporary utility infrastructure are addressed in this Addendum.

This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document has been prepared to serve as an Addendum to the previously certified EIR (State Clearinghouse [SCH] # 2016021028) for the Tulare Pilot Flying J Project (Original Project). The City of Tulare is the lead agency for the environmental review of the proposed project modifications.

This Addendum addresses the proposed modifications in relation to the previous environmental review prepared for the Project. CEQA Guidelines Section 15164 defines an Addendum as:

*The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*

*....A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record.*

Information and technical analyses from the Tulare Pilot Flying J Project EIR are utilized throughout this Addendum. Relevant passages from this document (consisting of the Tulare Pilot Flying J Project EIR) are cited and available for review at:

City of Tulare  
Community Development Department  
411 East Kern Ave.  
Tulare, CA 93274

### 1.1 BACKGROUND

The approved EIR evaluated potential environmental effects on aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and

hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation/traffic, utilities and service systems, and mandatory findings of significance.

Since adoption of the EIR, the specific details related to the use of temporary traffic signal utilities has been refined to reflect the need for temporary facilities as the timing and availability of permanent infrastructure is not available within the proposed project's opening day timeline, therefore the use of temporary intersection improvement infrastructure has been proposed, as an interim measure, until the permanent traffic signals are installed. Permanent signal improvements are anticipated to be complete within 6 weeks of opening day, however due to the potential for additional delays from the manufacturer it is assumed that temporary intersection improvements may be required for up to 8 weeks from opening day.

Specifically, the Proposed Project would be required to install temporary traffic signals at the following four intersections:

- S. Laspina Street/E. Paige Avenue
- SR 99 NB Off-Ramp/E. Paige Avenue
- S. Blackstone Street/E. Paige Avenue
- SR 99 SB Off-Ramp/S. Blackstone Street

Therefore, this Addendum was prepared to address the construction-level and operational impacts of the modifications related to the use of temporary infrastructure related to intersection improvements that were not considered or analyzed in the original EIR.

#### *1.2 BASIS FOR DECISION TO PREPARE AN ADDENDUM*

When an environmental impact report has been certified for a project, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining whether a subsequent EIR, subsequent negative declaration, addendum, or no further documentation be prepared in support of further agency action on the project. Under these Guidelines, a subsequent EIR or negative declaration shall be prepared if any of the following criteria are met:

*(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*

*(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of*

*new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

*(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*

*(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*

*(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

*(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*

*(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

*(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

*(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.*

### *1.3 CONCLUSIONS OF APPROPRIATE CEQA DOCUMENT*

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis), the proposed changes do not meet the criteria for preparing a subsequent EIR or negative declaration. An addendum is appropriate here because, as explained in Section 3.0, none of the conditions calling for preparation of a subsequent EIR or negative declaration have occurred.

Based upon the information provided in Section 3.0 of this document, the changes to the Approved Project due to the interim use of temporary traffic control infrastructure, will not result in new significant impacts or substantially increase the severity of impacts previously identified in the EIR, and there are no previously infeasible alternatives that are now feasible. None of the



other factors set forth in Section 15162(a)(3), or Section 15164 of the CEQA Guidelines are present.

This Addendum addresses the environmental effects associated only with refinements to the Approval Project that have occurred since adoption of the EIR. The conclusions of the analysis in this Addendum remain consistent with those made in the EIR. No new significant impacts will result, and no substantial increase in severity of impacts will result from those previously identified in the EIR.

## **2.0 PROJECT DESCRIPTION**

### *2.1 PROJECT LOCATION AND SETTING*

The Project includes the development of a new Pilot Flying J Travel Center. The Project parcel is located in the southern portion of the Central Valley in the City of Tulare at the southwest corner of South Blackstone Street (“Blackstone Street”) and E. Paige Avenue (“Paige Avenue”). The Project includes the development of approximately 13.6312 acres of the 36.27-acre parcel located on assessor parcel number (APN) 191-05-0029 (the “Project site”) shown on Figure 2-3 of the DEIR. The Project site is located approximately 700 feet west of CA State Route 99 (SR 99), and 2000 feet east of the Union Pacific Rail Road (UPRR).

The principal objectives of the Project include development of 13.63 acres of the 36.27-acre site for mostly highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, traveler amenities, and parking facilities for passing motorists and commercial truck operators.

### *2.2 PROJECT MODIFICATIONS SINCE EIR ADOPTION*

A traffic impact study was completed in March 2018, which evaluated potential traffic impacts of the development and identified improvement measures, which included installation of new traffic signals at four intersections as opening day improvements to ensure adequate LOS.

Specifically, Mitigation Measure 3.12-1 requires the installation of traffic signals and improvements at the affected intersections of Laspina Street/Paige Avenue, SR 99 SB Off-Ramp/Blackstone Street, SR 99 NB Off-Ramp/Paige Avenue, and Blackstone Street/Paige Avenue as opening day improvements. All improvements are to be in accordance with the City of Tulare Improvement Standards, and sufficient to reduce LOS at affected intersections to acceptable levels (LOS D or better).

However, due to the long lead time needed for the traffic signal poles, and equipment required, the installation of permanent traffic signals would be a significant project delay. Therefore, this Addendum evaluates the use of temporary traffic signals at the aforementioned four intersections as an interim measure, while the permanent traffic signals are under construction. As described previously, permanent signal improvements are anticipated to be complete within

6 weeks of opening day, however due to the potential for additional delays from the manufacturer it is assumed that temporary intersection improvements may be required for up to 8 weeks from opening day. No additional ground disturbance, changes to development intensities, or increases to the project footprint are proposed or would be required.

### **3.0 ENVIRONMENTAL ANALYSIS**

As explained in Section 1.0, this comparative analysis has been undertaken pursuant to the provisions of CEQA Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the EIR was certified require additional environmental review to the EIR previously prepared.

As described in Section 2.0, Project Description, refinements to the project's use of temporary intersection utility infrastructure have occurred since preparation of the EIR. Because of this, new analysis for impacts within the project area is provided in this Addendum. The environmental analysis provided in the EIR remains current and applicable to the proposed project in areas unaffected by the design refinements for all environmental topics, as listed below:

**Aesthetics:** The Proposed Project refinements would not result in significant impacts to aesthetic resources beyond those identified in the EIR. The proposed modifications to the project are not substantial changes to the originally anticipated project relating to Aesthetics. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. The proposed temporary intersection improvements would be removed and replaced with infrastructure as identified in the EIR. The Modified Project would not result in any new potential aesthetic impacts and would not increase the significance of any aesthetic impacts. Therefore, there would be no new impacts to aesthetics. No new mitigation measures are required for the proposed refinements to the Approved Project.

**Air Quality:** The Proposed Project refinements would not result in additional impacts to air quality beyond those identified in the EIR. The background conditions, construction equipment mix, and work hours identified, and operation characteristics described in the EIR would remain the same and the proposed refinements would not result in any operational changes to the project once constructed. The modifications to the use of a temporary signal control would not substantially change the intensity or duration of total construction activities identified in the EIR. Additionally, all intersections would be required to operate at LOS levels identified in the EIR therefore no additional impacts related to vehicle delay or idling would occur. Therefore, the mitigation identified in the EIR for air quality impacts remains applicable to the Modified Project. No new mitigation measures are required for the proposed refinements to the Approved Project.

**Biological Resources:** The Modified Project may slightly alter the construction schedule/activities, but would not increase impacts to biological resources, either directly or indirectly. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. The mitigation measure identified in the Approved Project EIR for biological resources impacts remains applicable to the Modified Project. No new mitigation measures are required for the proposed refinements to the Approved Project.

**Cultural Resources:** The Modified Project would not result in changes to the project's operational characteristics once constructed, and the overall physical impacts to cultural resources during construction would not be materially different than under the Approved Project. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. Although the nature of the construction schedule and activities would be slightly altered under the Modified Project, the extent and intensity of construction activities would not vary substantially relative to that evaluated in the Approved Project, and mitigation measures prescribed in the EIR would still be applicable and necessary to reduce the significance of impacts under the Modified Project.

**Geology and Soils:** The proposed refinements would not result in substantially different geophysical impacts beyond those identified in the EIR. While the Modified Project would involve slight changes to the exact timing of some improvement activities, these changes do not represent a substantial deviation from the project analyzed in the EIR, and the conclusions of the EIR remain valid. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. Compliance with applicable code standards, seismic requirements, and mitigation measure identified in the EIR would reduce geotechnical concerns to below the level of significance.

**Greenhouse Gas Emissions:** The Modified Project would result in a similar duration and intensity of construction activities relative to the Approved Project, and both the Approved Project and Modified Project would be operationally identical. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. The Modified Project would implement the mitigation measures included in the Approved EIR. Therefore, the proposed refinements to the Approved Project would not result in any significant increase in greenhouse gas emissions or related impacts to global climate or conflict with any applicable climate change plans, policies, or regulations.

**Hazards and Hazardous Materials:** The Modified Project would not increase risks related to hazards and hazardous materials relative to the Approved Project. The proposed construction

phasing would not require significant additional construction equipment or increased use of such equipment, and the Modified Project would still be required to implement the mitigation measure included in the Original Project for hazards and hazardous materials. Given the similarity in overall construction activities and identical operational characteristics, the Modified Project would not result in new or greater impacts in this regard.

**Hydrology and Water Quality:** The Modified Project would be required, as under the Approved Project, to comply with all applicable water quality regulations during and following construction and operational activities. The Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. The Modified Project will also implement the mitigation measure included in the Approved Project for hydrology and water quality. No new mitigation measures are required for the proposed refinements to the Approved Project for hydrology and water quality.

**Land Use and Planning:** The Modified Project would not result in notably increased adverse impacts on adjacent land uses, as the overall proximity and intensity of construction activities would not be substantially different than under the Approved Project. The Modified Project does not designate any new sites for development or land uses that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. No new mitigation measures are required for the proposed refinements to the Approved Project related to land use.

**Noise:** The Modified Project would not result in any notable additional impacts to noise beyond those identified in the EIR. The proposed construction timing/activities would not notably change, and there would not be any change to the operation of the Proposed Project beyond what was analyzed in the EIR. Despite the refinements to the Approved Project, noise would not be notably different under the Approval Project. The mitigation measures that were applicable to the Approved Project are also applicable to the Modified Project. No new mitigation measures are required for the changes to the Approved Project.

**Public Services:** The proposed refinements to the Approved Project would not result in any additional impact to public services beyond those identified in the EIR because they would not result in operational changes to the project beyond those evaluated in the EIR for the Approved Project. The EIR did not identify any potentially significant impacts to public services; therefore, mitigation was not required. No new mitigation measures are required for the Modified Project.

**Transportation/Traffic:** The Modified Project would not result in additional substantial impacts to transportation/traffic beyond those identified in the EIR. The EIR identified impacts to transportation/traffic, for which the Approved EIR included mitigation. Mitigation measures applicable to the Approved Project are also applicable to the Modified Project. Specifically, Mitigation Measure 3.12-1 requires the installation of traffic signals and improvements at the

affected intersections of Laspina Street/Paige Avenue, SR 99 SB Off-Ramp/Blackstone Street, SR 99 NB Off-Ramp/Paige Avenue, and Blackstone Street/Paige Avenue as opening day improvements. All improvements are to be in accordance with the City of Tulare Improvement Standards, and sufficient to reduce LOS at affected intersections to acceptable levels (LOS D or better). However, due to the long lead time needed for the traffic signal infrastructure and equipment required, the installation of permanent traffic signals would be a significant project delay. Therefore, the Modified Project includes the use of temporary intersection control traffic signals at the aforementioned four intersections, as an interim measure, while the permanent traffic signals are under construction.

A Level of Service and Queuing Analysis Comparison for the proposed temporary signals was completed by Advanced Mobility Group (AMG) to ensure project intersections would operate at acceptable levels as identified in the EIR. LOS and delay analysis were performed for the three alternatives for the weekday a.m. and p.m. peak periods for the four study intersections. Delay reported is the weighted average control delay for the entire intersection. Based on the LOS and delay analysis conducted, a temporary traffic signal alternative is expected to provide adequate LOS and delay during all peak periods for all four study intersections. The Level of Service and Queuing Analysis is included in Appendix A and information related to temporary traffic signal design and implementation is included in Appendix B.

Based on the 95th percentile queue length analyses conducted, the temporary traffic signals are expected to have similar queue lengths as for the proposed permanent signalized operations at three study intersections. However, the southbound left turn movement at the intersection of Blackstone Street/Paige Avenue exceeds the left turn pocket capacity slightly during the p.m. peak period.

As the operation of temporary signals varies slightly in performance as compared to the final approved design, the following temporary measures will be taken to better ensure their safe operation.

- For Permissive Left-Turn operations at the temporary signal intersections, "Left-Turn YIELD on Green" signs should be posted (as shown in Figure 3 of Appendix A).
- Additionally, AMG has recommended that on opening day, additional advanced signage and other precautions should be taken to ensure smooth operations of the temporary signals. This will include stationing flagmen at the intersections of S. Blackstone Street/E. Paige Avenue and SR 99 SB Off-Ramp/S. Blackstone Street due to the close proximity of these intersections.

As stated previously, temporary signal operation varies slightly from that of permanent infrastructure, but as an interim measure would result in acceptable LOS at all study intersections in accordance with mitigation requirements outlined in the EIR. No new mitigation

measures for transportation/traffic are required for the refinements to the Approved Project to ensure acceptable LOS standards as identified in the EIR.

**Utilities and Service Systems:** The Modified Projects utility and service requirements would be operationally similar to the Approved Project. Despite use of temporary infrastructure, temporary short-term and operational, and cumulative demands on utilities or other infrastructure would not measurably change under the Modified Project. The installation of temporary signals at four intersections would not notably change any impacts to this topic. Therefore, no new mitigation measures would be required for these refinements to the Approved Project.

**Other Topics:** Population/Housing, Agriculture and Forest Resources, Mineral Resources, and Recreation were all topics found to be less than significant during preparation of the Initial Study and thus, further discussion in the EIR was not warranted. Like the Approved Project the Modified Project would be operationally the same, and not include any additional development. As stated previously, the Modified Project does not designate any new sites for development that were not contemplated and analyzed for development in the EIR, and would not result in any changes to the location or footprint of development. No new impacts or impacts greater than those previously identified during the IS/NOP or EIR process would occur related to these topics, nor would the Modified Project Require any subsequent EIR mitigation measures. Therefore impacts would remain less than significant.

**Mandatory Findings of Significance:** The potential impacts of the Modified Project with regard to biological resources, cultural resources, and direct and indirect effects on human beings would be comparable to the Approved Project as described throughout Section 3.0. As impacts under the Modified Project would be similar to or reduced relative to the Approved Project, impacts would be less than significant and no mitigation measures are required.

### *3.1 CONCLUSION*

Based on the information provided above, the proposed modifications to the Approved Project would not result in a measurable increase in environmental impacts over what was previously analyzed in the EIR. No new significant impacts have been identified, nor is the severity of potential new impacts greater than the impact conclusions identified in the EIR. The Modified Project does not designate any new sites for development, and would not result in any changes to the location or footprint of development contemplated in the EIR. Additionally the Modified Project would be operationally identical. Therefore, the Modified Project's contribution to these site-specific topics would also be less than cumulatively considerable.

Mitigation Measures identified for the Approved Project would be sufficient in addressing the requirements for the Modified Project. There are no new impacts beyond what was addressed in the Final EIR. Lastly, there are no changed circumstances or new information that meets the standard for requiring further environmental review under CEQA Guidelines Section 15162.

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**APPENDIX A: LEVEL OF SERVICE AND QUEUING ANALYSIS**



April 30, 2019

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## **Subject: Level of Service and Queuing Analysis Comparison for Pilot Travel Center in Tulare, CA**

### **Introduction**

The proposed Pilot Travel Center project consists of building a gas station with 16 fuel stations for autos, nine (9) diesel pumps, three (3) fuel positions for RV and a 2,728 square foot fast food restaurant in the City of Tulare. A traffic impact study was completed in March 2018, which evaluated potential traffic impacts of the development and identified improvement measures, which included installation of new traffic signals at four intersections. However, due to the long lead time needed to order traffic signal poles and equipment, the installation of traffic signals would be significantly delayed. This memo evaluates whether temporary traffic signals can be used at the following four intersections as shown below and in

#### **Figure 1:**

- S. Laspina Street/E. Paige Avenue
- SR 99 NB Off-Ramp/E. Paige Avenue
- S. Blackstone Street/E. Paige Avenue
- SR 99 SB Off-Ramp/E. Paige Avenue

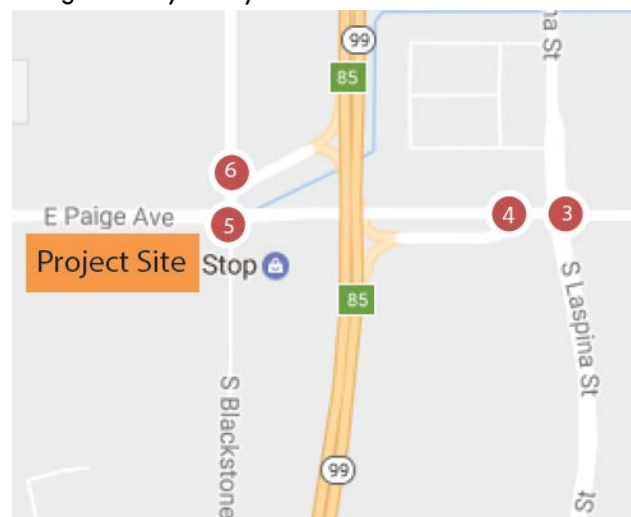
For the temporary signals, the study intersections would be operated as permissive left turn phasing instead of protected left turn phasing and the signals would operate as pretimed signals without any vehicle detection.

This brief technical memorandum summarizes the Level of Service (LOS), and Queuing Analysis conducted by Advanced Mobility Group (AMG) based on the installation of the temporary signals and compares the results with the results published in the EIR prepared for the proposed project.

### **LOS Methodology**

Level of Service is a qualitative index of the performance of an element of the transportation system. Level of Service (LOS) is a rating scale running from A to F, with A indicating no congestion of any kind, and F indicating intolerable congestion and delays.

The 2010 Highway Capacity Manual (HCM) is the standard reference published by the Transportation Research Board and contains the specific criteria and methods to be used in assessing LOS. There are several software packages that have been developed to implement the HCM. In this study the Synchro



**Figure 1: Signalized Intersections**

software was used to calculate the LOS at the study intersections. **Table 1** provides the relationship between LOS rating and delay for signalized intersections.

**Table 1: LOS Threshold Based on Intersection Delay**

Level of Service	Signalized Intersection Delay (sec)
A	$0 \leq D \leq 10$
B	$10 < D \leq 20$
C	$20 < D \leq 35$
D	$35 < D \leq 55$
E	$55 < D \leq 80$
F	$80 < D$

Source: Highway Capacity Manual (HCM), 2010 Edition

**Analysis**

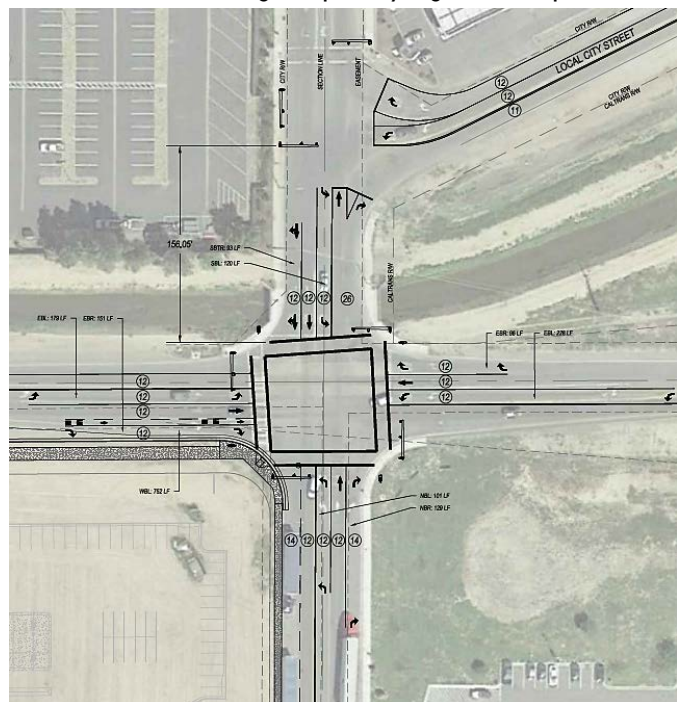
AMG evaluated the three alternatives including existing stop-controlled operations at study intersections, proposed intersection operations with permanent signals with protected left turns and coordinated signals, and temporary signal operations. The purpose was to determine if using temporary signals with permissive left turn phasing and pretimed signal operation is feasible at the study intersections. The evaluation included the following performance measures.

1. LOS & Delay
2. 95th Percentile Queue Lengths (feet)

It should be noted that the All Way Stop Control (AWSC) and signal control alternatives were evaluated as part of the Final Traffic Impact Study for the proposed project. This memo includes the analysis for the temporary signal and its comparison with the previous LOS analysis for stop control and signal operation.

**LOS & Delay Analysis**

LOS and delay analysis were performed for the three alternatives for the weekday a.m. and p.m. peak periods for the four study intersections. Results of the analysis are summarized in **Table 2**. **Appendix A** contains the HCM 2010 Synchro reports. Delay reported is the weighted average control delay for the entire intersection. Based on the LOS and delay



**Figure 2: Intersection Improvements**

analysis conducted, a temporary traffic signal alternative is expected to provide optimal LOS and delay during all peak periods for all four study intersections.

**Table 2: LOS Comparison Summary**

ID	Intersection	Control	AM		PM	
			Delay	LOS	Delay	LOS
3	Laspina St./Paige Ave.	AWSC	39.0	<b>E</b>	89.4	<b>F</b>
		Signal	10.9	B	14.1	B
		Temp. Sig	10.3	B	11.5	B
4	SR 99 NB Off-Ramp/Paige Ave.	OWSC	76.8	<b>F</b>	94.9	<b>F</b>
		Signal	6.9	A	8.6	A
		Temp. Sig	14.3	B	18.1	B
5	Blackstone St./Paige Ave.	AWSC	27.9	D	45	<b>E</b>
		Signal	37.7	D	44.2	D
		Temp. Sig	15.0	B	16.9	B
6	SR 99 SB Off-Ramp/Paige Ave.	AWSC	73.0	<b>F</b>	51	<b>F</b>
		Signal	34.2	C	29.4	C
		Temp. Sig	14.8	B	14.2	B

Note: **Bold** and **Red** reflects unacceptable LOS and delay.

**95<sup>th</sup> Percentile Queue Length Analysis**

The 95<sup>th</sup> percentile queue length is typically used for determining the lengths of turning lanes so that traffic does not overflow to block the through lane. The 95<sup>th</sup> percentile of queue lengths represents the length of queue which would not be exceeded in 95% of all signal cycles for a signalized intersection. That is, there is less than a 5% chance that the queue length is larger than estimated.

**Table 3: 95<sup>th</sup> Percentile Queue Lengths in Feet (ft.)**

ID	Intersection	Control	Move-ment	Existing Storage (ft.)	Deceleration Length (ft.)	Future Storage Length (ft.)	AM	PM
4	SR 99 NB Off-Ramp/Paige Ave.	Signal	NBL	1,170	130	1,180	86	225
			NBR	50		200	194	91
		Temp. Sig	NBL	1,170	130	1,180	151	150
			NBR	50		200	60	90
5	Blackstone St./Paige Ave.	Signal	SBL	110		110	<b>120</b>	<b>115</b>
		Temp. Sig	SBL	110		110	101	<b>112</b>
6	SR 99 SB Off-Ramp/Paige Ave.	Signal	WBL	1,040	74	1,040	311	317
			WBR	195		220	123	141
		Temp. Sig	WBL	1,040	74	1,040	144	182
			WBR	195		220	46	40

Notes:

EB, WB, NB, SB – Eastbound, Westbound, Northbound, Southbound respectively;  
L, T, R – Left-turn, Through, Right-turn respectively;

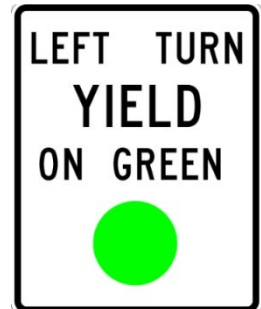
AMG used Simtraffic simulation software to estimate the potential 95th percentile queuing at the proposed temporary signalized intersections near the two SR 99 off-ramps. 95th percentile queue length analysis was performed for the three intersections for the weekday a.m. and p.m. peak periods. It should be noted that the estimated queue could be considered conservative since a large amount of the added project trips are based on passenger-car-equivalents of 3.0 (PCE) for trucks. Results of the analysis are summarized in **Table 3. Appendix B** contains the SIMTRAFFIC reports.

Based on the 95<sup>th</sup> percentile queue length analyses conducted, the temporary traffic signals are expected to have similar queue lengths as for the proposed signalized operations at the three study intersections. The southbound left turn movement at the intersection of Blackstone Street/Paige Avenue exceeds the left turn pocket length slightly during the p.m. peak period.

### Signing and Operations

For Permissive Left-Turn operations at the temporary signal intersections, “Left-Turn YIELD on Green” signs should be posted as shown in **Figure 3**.

On Opening Day, additional advanced signage and other precautions should be taken to ensure smooth operations of the temporary signals. This will include stationing flagman at the intersections of S. Blackstone Street/E. Paige Avenue and SR 99 SB Off-Ramp/E. Paige Avenue due to its close proximity.



**Figure 3: Left-Turn YIELD on Green**

### Conclusions

The analysis conducted during this study resulted in the following observations and recommendations:























- Based on the LOS and delay analysis conducted, a temporary traffic signal alternative is expected to provide optimal LOS and delay during all peak periods for all four study intersections.
- Based on the 95<sup>th</sup> percentile queue length analyses conducted, the temporary traffic signals are expected to have similar queue lengths as for the proposed (permanent) signalized operations at the three study intersections.

## Appendix A – Synchro Reports for LOS Analysis













HCM 2010 Signalized Intersection Summary  
 3: Laspina St & Paige Ave/Foster Dr

04/28/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	55	217	69	63	350	54	17	12	13	49	31	134
Future Volume (veh/h)	55	217	69	63	350	54	17	12	13	49	31	134
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1710	1900	1863	1690	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	72	286	91	72	402	62	20	14	15	57	36	156
Adj No. of Lanes	1	1	0	1	1	0	1	1	1	1	2	0
Peak Hour Factor	0.76	0.76	0.76	0.87	0.87	0.87	0.85	0.85	0.85	0.86	0.86	0.86
Percent Heavy Veh, %	2	14	14	2	14	14	2	2	2	2	2	2
Cap, veh/h	462	622	198	531	715	110	392	484	412	530	460	412
Arrive On Green	0.50	0.50	0.50	0.50	0.50	0.50	0.26	0.26	0.26	0.26	0.26	0.26
Sat Flow, veh/h	924	1244	396	1001	1431	221	1186	1863	1583	1375	1770	1583
Grp Volume(v), veh/h	72	0	377	72	0	464	20	14	15	57	36	156
Grp Sat Flow(s),veh/h/ln	924	0	1640	1001	0	1651	1186	1863	1583	1375	1770	1583
Q Serve(g_s), s	2.4	0.0	6.0	2.0	0.0	7.8	0.6	0.2	0.3	1.3	0.6	3.2
Cycle Q Clear(g_c), s	10.2	0.0	6.0	8.0	0.0	7.8	3.8	0.2	0.3	1.5	0.6	3.2
Prop In Lane	1.00		0.24	1.00		0.13	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	462	0	820	531	0	826	392	484	412	530	460	412
V/C Ratio(X)	0.16	0.00	0.46	0.14	0.00	0.56	0.05	0.03	0.04	0.11	0.08	0.38
Avail Cap(c_a), veh/h	462	0	820	531	0	826	392	484	412	530	460	412
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.5	0.0	6.5	9.1	0.0	7.0	13.7	11.0	11.1	11.6	11.2	12.1
Incr Delay (d2), s/veh	0.7	0.0	1.9	0.5	0.0	2.8	0.2	0.1	0.2	0.4	0.3	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	3.0	0.6	0.0	4.1	0.2	0.1	0.1	0.6	0.3	1.7
LnGrp Delay(d),s/veh	11.2	0.0	8.3	9.6	0.0	9.7	14.0	11.1	11.2	12.0	11.5	14.8
LnGrp LOS	B		A	A		A	B	B	B	B	B	B
Approach Vol, veh/h		449			536			49			249	
Approach Delay, s/veh		8.8			9.7			12.3			13.7	
Approach LOS		A			A			B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		15.0		25.0		15.0		25.0				
Change Period (Y+Rc), s		4.6		5.0		4.6		5.0				
Max Green Setting (Gmax), s		10.4		20.0		10.4		20.0				
Max Q Clear Time (g_c+I1), s		5.8		12.2		5.2		10.0				
Green Ext Time (p_c), s		0.0		1.7		0.5		2.4				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				10.3								
HCM 2010 LOS				B								

























HCM 2010 Signalized Intersection Summary  
 4: SR-99 NB Ramps & Paige Ave

04/28/2019

								
Movement	EBT	EBR	WBL	WBT	NBL	NBR		
Lane Configurations								
Traffic Volume (veh/h)	290	223	100	403	163	51		
Future Volume (veh/h)	290	223	100	403	163	51		
Number	4	14	3	8	5	12		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00		
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1667	1900	1900	1667	1667	1667		
Adj Flow Rate, veh/h	354	272	111	448	199	62		
Adj No. of Lanes	1	0	0	1	1	1		
Peak Hour Factor	0.82	0.82	0.90	0.90	0.82	0.82		
Percent Heavy Veh, %	14	14	14	14	14	14		
Cap, veh/h	525	404	172	603	317	283		
Arrive On Green	0.60	0.60	0.60	0.60	0.20	0.20		
Sat Flow, veh/h	875	673	143	1005	1587	1417		
Grp Volume(v), veh/h	0	626	559	0	199	62		
Grp Sat Flow(s),veh/h/ln	0	1548	1148	0	1587	1417		
Q Serve(g_s), s	0.0	13.6	7.8	0.0	5.7	1.8		
Cycle Q Clear(g_c), s	0.0	13.6	21.4	0.0	5.7	1.8		
Prop In Lane		0.43	0.20		1.00	1.00		
Lane Grp Cap(c), veh/h	0	929	775	0	317	283		
V/C Ratio(X)	0.00	0.67	0.72	0.00	0.63	0.22		
Avail Cap(c_a), veh/h	0	929	775	0	317	283		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	0.00	1.00	1.00	0.00	1.00	1.00		
Uniform Delay (d), s/veh	0.0	6.7	7.6	0.0	18.3	16.7		
Incr Delay (d2), s/veh	0.0	3.9	5.7	0.0	9.0	1.8		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	0.0	6.6	7.4	0.0	3.3	0.8		
LnGrp Delay(d),s/veh	0.0	10.6	13.4	0.0	27.3	18.5		
LnGrp LOS		B	B		C	B		
Approach Vol, veh/h	626			559	261			
Approach Delay, s/veh	10.6			13.4	25.2			
Approach LOS	B			B	C			
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2		4				8
Phs Duration (G+Y+Rc), s		15.0		35.0				35.0
Change Period (Y+Rc), s		5.0		5.0				5.0
Max Green Setting (Gmax), s		10.0		30.0				30.0
Max Q Clear Time (g_c+I1), s		7.7		15.6				23.4
Green Ext Time (p_c), s		0.2		3.9				2.2
<b>Intersection Summary</b>								
HCM 2010 Ctrl Delay			14.3					
HCM 2010 LOS			B					

HCM 2010 Signalized Intersection Summary  
 5: Blackstone St & Paige Ave

04/28/2019













												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	75	220	36	203	216	146	48	165	165	124	239	118
Future Volume (veh/h)	75	220	36	203	216	146	48	165	165	124	239	118
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667	1900
Adj Flow Rate, veh/h	90	265	43	226	240	162	53	181	181	138	266	131
Adj No. of Lanes	1	1	1	1	1	1	1	1	1	1	2	0
Peak Hour Factor	0.83	0.83	0.83	0.90	0.90	0.90	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	14	14	14	14	14	14	14	14	14	14	14	14
Cap, veh/h	382	667	567	394	667	567	426	722	614	451	901	431
Arrive On Green	0.40	0.40	0.40	0.40	0.40	0.40	0.43	0.43	0.43	0.43	0.43	0.43
Sat Flow, veh/h	876	1667	1417	955	1667	1417	880	1667	1417	909	2079	995
Grp Volume(v), veh/h	90	265	43	226	240	162	53	181	181	138	201	196
Grp Sat Flow(s),veh/h/ln	876	1667	1417	955	1667	1417	880	1667	1417	909	1583	1491
Q Serve(g_s), s	4.8	6.8	1.1	13.3	6.1	4.6	2.5	4.1	5.0	6.8	4.9	5.2
Cycle Q Clear(g_c), s	10.9	6.8	1.1	20.1	6.1	4.6	7.7	4.1	5.0	11.0	4.9	5.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.67
Lane Grp Cap(c), veh/h	382	667	567	394	667	567	426	722	614	451	686	646
V/C Ratio(X)	0.24	0.40	0.08	0.57	0.36	0.29	0.12	0.25	0.29	0.31	0.29	0.30
Avail Cap(c_a), veh/h	382	667	567	394	667	567	426	722	614	451	686	646
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.4	12.8	11.1	20.0	12.6	12.2	13.6	10.8	11.0	14.3	11.0	11.1
Incr Delay (d2), s/veh	1.4	1.8	0.3	6.0	1.5	1.3	0.6	0.8	1.2	1.7	1.1	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	3.4	0.5	4.1	3.0	2.0	0.7	2.1	2.1	1.9	2.3	2.3
LnGrp Delay(d),s/veh	17.9	14.6	11.4	26.0	14.1	13.5	14.2	11.6	12.3	16.0	12.1	12.3
LnGrp LOS	B	B	B	C	B	B	B	B	B	B	B	B
Approach Vol, veh/h		398			628			415			535	
Approach Delay, s/veh		15.0			18.2			12.2			13.2	
Approach LOS		B			B			B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		31.0		29.0		31.0		29.0				
Change Period (Y+Rc), s		5.0		5.0		5.0		5.0				
Max Green Setting (Gmax), s		26.0		24.0		26.0		24.0				
Max Q Clear Time (g_c+I1), s		9.7		12.9		13.0		22.1				
Green Ext Time (p_c), s		1.8		1.7		2.7		0.7				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay			15.0									
HCM 2010 LOS			B									



# HCM 2010 Signalized Intersection Summary























## 6: Blackstone St & SR-99 SB Ramps

04/28/2019

								
Movement	WBL	WBR	NBT	NBR	SBL	SBT		
Lane Configurations								
Traffic Volume (veh/h)	308	41	181	207	40	172		
Future Volume (veh/h)	308	41	181	207	40	172		
Number	3	18	2	12	1	6		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1667	1667	1667	1667	1667	1667		
Adj Flow Rate, veh/h	395	53	210	241	42	179		
Adj No. of Lanes	1	1	1	1	1	1		
Peak Hour Factor	0.78	0.78	0.86	0.86	0.96	0.96		
Percent Heavy Veh, %	14	14	14	14	14	14		
Cap, veh/h	794	708	417	354	299	417		
Arrive On Green	0.50	0.50	0.25	0.25	0.25	0.25		
Sat Flow, veh/h	1587	1417	1667	1417	837	1667		
Grp Volume(v), veh/h	395	53	210	241	42	179		
Grp Sat Flow(s),veh/h/ln	1587	1417	1667	1417	837	1667		
Q Serve(g_s), s	6.6	0.8	4.3	6.1	1.8	3.6		
Cycle Q Clear(g_c), s	6.6	0.8	4.3	6.1	6.1	3.6		
Prop In Lane	1.00	1.00		1.00	1.00			
Lane Grp Cap(c), veh/h	794	708	417	354	299	417		
V/C Ratio(X)	0.50	0.07	0.50	0.68	0.14	0.43		
Avail Cap(c_a), veh/h	794	708	417	354	299	417		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	6.7	5.2	12.9	13.6	15.5	12.6		
Incr Delay (d2), s/veh	2.2	0.2	4.3	10.1	1.0	3.2		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	3.3	0.3	2.5	3.3	0.5	2.0		
LnGrp Delay(d),s/veh	8.9	5.4	17.2	23.7	16.5	15.8		
LnGrp LOS	A	A	B	C	B	B		
Approach Vol, veh/h	448		451			221		
Approach Delay, s/veh	8.5		20.6			15.9		
Approach LOS	A		C			B		
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		15.0				15.0		25.0
Change Period (Y+Rc), s		5.0				5.0		5.0
Max Green Setting (Gmax), s		10.0				10.0		20.0
Max Q Clear Time (g_c+I1), s		8.1				8.1		8.6
Green Ext Time (p_c), s		0.4				0.2		1.2
<b>Intersection Summary</b>								
HCM 2010 Ctrl Delay			14.8					
HCM 2010 LOS			B					












HCM 2010 Signalized Intersection Summary  
 3: Laspina St & Paige Ave/Foster Dr

04/28/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	109	370	99	74	262	65	51	82	79	90	100	81
Future Volume (veh/h)	109	370	99	74	262	65	51	82	79	90	100	81
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.98	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1705	1900	1863	1702	1900	1863	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	114	385	103	80	285	71	77	124	120	107	119	96
Adj No. of Lanes	1	1	0	1	1	0	1	1	1	1	2	0
Peak Hour Factor	0.96	0.96	0.96	0.92	0.92	0.92	0.66	0.66	0.66	0.84	0.84	0.84
Percent Heavy Veh, %	2	14	14	2	14	14	2	2	2	2	2	2
Cap, veh/h	516	616	165	409	625	156	450	531	441	444	549	404
Arrive On Green	0.47	0.47	0.47	0.47	0.47	0.47	0.28	0.28	0.28	0.28	0.28	0.28
Sat Flow, veh/h	1020	1296	347	904	1316	328	1160	1863	1547	1130	1925	1418
Grp Volume(v), veh/h	114	0	488	80	0	356	77	124	120	107	108	107
Grp Sat Flow(s),veh/h/ln	1020	0	1643	904	0	1644	1160	1863	1547	1130	1770	1573
Q Serve(g_s), s	3.4	0.0	8.9	2.9	0.0	5.8	2.2	2.0	2.4	3.2	1.9	2.1
Cycle Q Clear(g_c), s	9.2	0.0	8.9	11.8	0.0	5.8	4.3	2.0	2.4	5.2	1.9	2.1
Prop In Lane	1.00		0.21	1.00		0.20	1.00		1.00	1.00		0.90
Lane Grp Cap(c), veh/h	516	0	780	409	0	781	450	531	441	444	504	448
V/C Ratio(X)	0.22	0.00	0.63	0.20	0.00	0.46	0.17	0.23	0.27	0.24	0.22	0.24
Avail Cap(c_a), veh/h	516	0	780	409	0	781	450	531	441	444	504	448
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.1	0.0	7.8	12.2	0.0	7.0	12.6	11.0	11.1	13.0	10.9	11.0
Incr Delay (d2), s/veh	1.0	0.0	3.8	1.1	0.0	1.9	0.8	1.0	1.5	1.3	1.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	4.7	0.8	0.0	3.0	0.8	1.2	1.2	1.1	1.0	1.0
LnGrp Delay(d),s/veh	11.1	0.0	11.6	13.3	0.0	9.0	13.4	12.0	12.6	14.2	11.9	12.2
LnGrp LOS	B		B	B		A	B	B	B	B	B	B
Approach Vol, veh/h		602			436			321			322	
Approach Delay, s/veh		11.5			9.8			12.6			12.8	
Approach LOS		B			A			B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		16.0		24.0		16.0		24.0				
Change Period (Y+Rc), s		4.6		5.0		4.6		5.0				
Max Green Setting (Gmax), s		11.4		19.0		11.4		19.0				
Max Q Clear Time (g_c+I1), s		6.3		11.2		7.2		13.8				
Green Ext Time (p_c), s		0.6		2.3		0.6		1.2				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				11.5								
HCM 2010 LOS				B								

HCM 2010 Signalized Intersection Summary  
 4: SR-99 NB Ramps & Paige Ave

























04/28/2019

									
Movement	EBT	EBR	WBL	WBT	NBL	NBR			
Lane Configurations									
Traffic Volume (veh/h)	457	253	87	304	184	119			
Future Volume (veh/h)	457	253	87	304	184	119			
Number	4	14	3	8	5	12			
Initial Q (Qb), veh	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00			
Adj Sat Flow, veh/h/ln	1667	1900	1900	1667	1667	1667			
Adj Flow Rate, veh/h	476	264	93	323	227	147			
Adj No. of Lanes	1	0	0	1	1	1			
Peak Hour Factor	0.96	0.96	0.94	0.94	0.81	0.81			
Percent Heavy Veh, %	14	14	14	14	14	14			
Cap, veh/h	605	336	147	438	346	309			
Arrive On Green	0.60	0.60	0.60	0.60	0.22	0.22			
Sat Flow, veh/h	1009	559	111	731	1587	1417			
Grp Volume(v), veh/h	0	740	416	0	227	147			
Grp Sat Flow(s),veh/h/ln	0	1568	841	0	1587	1417			
Q Serve(g_s), s	0.0	19.7	7.3	0.0	7.2	5.0			
Cycle Q Clear(g_c), s	0.0	19.7	27.0	0.0	7.2	5.0			
Prop In Lane		0.36	0.22		1.00	1.00			
Lane Grp Cap(c), veh/h	0	941	585	0	346	309			
V/C Ratio(X)	0.00	0.79	0.71	0.00	0.66	0.48			
Avail Cap(c_a), veh/h	0	941	585	0	346	309			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.00	1.00	1.00	0.00	1.00	1.00			
Uniform Delay (d), s/veh	0.0	8.3	8.6	0.0	19.6	18.8			
Incr Delay (d2), s/veh	0.0	6.6	7.2	0.0	9.3	5.2			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.0	9.9	6.7	0.0	4.1	2.4			
LnGrp Delay(d),s/veh	0.0	14.9	15.8	0.0	28.9	23.9			
LnGrp LOS		B	B		C	C			
Approach Vol, veh/h	740			416	374				
Approach Delay, s/veh	14.9			15.8	27.0				
Approach LOS	B			B	C				
Timer	1	2	3	4	5	6	7	8	
Assigned Phs		2		4				8	
Phs Duration (G+Y+Rc), s		17.0		38.0				38.0	
Change Period (Y+Rc), s		5.0		5.0				5.0	
Max Green Setting (Gmax), s		12.0		33.0				33.0	
Max Q Clear Time (g_c+I1), s		9.2		21.7				29.0	
Green Ext Time (p_c), s		0.4		4.2				1.1	
<b>Intersection Summary</b>									
HCM 2010 Ctrl Delay			18.1						
HCM 2010 LOS			B						

# HCM 2010 Signalized Intersection Summary

## 5: Blackstone St & Paige Ave













04/28/2019

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	324	35	204	186	86	63	172	207	178	219	104
Future Volume (veh/h)	80	324	35	204	186	86	63	172	207	178	219	104
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.97	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667	1667	1900
Adj Flow Rate, veh/h	89	360	39	234	214	99	70	191	230	198	243	116
Adj No. of Lanes	1	1	1	1	1	1	1	1	1	1	2	0
Peak Hour Factor	0.90	0.90	0.90	0.87	0.87	0.87	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	14	14	14	14	14	14	14	14	14	14	14	14
Cap, veh/h	415	667	557	326	667	551	444	722	612	429	911	421
Arrive On Green	0.40	0.40	0.40	0.40	0.40	0.40	0.43	0.43	0.43	0.43	0.43	0.43
Sat Flow, veh/h	947	1667	1394	877	1667	1378	910	1667	1413	860	2103	973
Grp Volume(v), veh/h	89	360	39	234	214	99	70	191	230	198	181	178
Grp Sat Flow(s),veh/h/ln	947	1667	1394	877	1667	1378	910	1667	1413	860	1583	1492
Q Serve(g_s), s	4.3	9.9	1.0	14.1	5.3	2.8	3.2	4.4	6.6	11.5	4.4	4.6
Cycle Q Clear(g_c), s	9.6	9.9	1.0	24.0	5.3	2.8	7.8	4.4	6.6	15.9	4.4	4.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.65
Lane Grp Cap(c), veh/h	415	667	557	326	667	551	444	722	612	429	686	647
V/C Ratio(X)	0.21	0.54	0.07	0.72	0.32	0.18	0.16	0.26	0.38	0.46	0.26	0.28
Avail Cap(c_a), veh/h	415	667	557	326	667	551	444	722	612	429	686	647
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.7	13.8	11.1	23.8	12.4	11.6	13.5	10.9	11.5	16.0	10.9	10.9
Incr Delay (d2), s/veh	1.2	3.1	0.2	12.8	1.3	0.7	0.8	0.9	1.8	3.5	0.9	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	5.1	0.4	5.0	2.7	1.2	0.9	2.2	2.9	3.1	2.1	2.1
LnGrp Delay(d),s/veh	16.9	16.9	11.4	36.6	13.7	12.3	14.2	11.8	13.3	19.5	11.8	12.0
LnGrp LOS	B	B	B	D	B	B	B	B	B	B	B	B
Approach Vol, veh/h		488			547			491			557	
Approach Delay, s/veh		16.4			23.2			12.8			14.6	
Approach LOS		B			C			B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2		4		6		8				
Phs Duration (G+Y+Rc), s		31.0		29.0		31.0		29.0				
Change Period (Y+Rc), s		5.0		5.0		5.0		5.0				
Max Green Setting (Gmax), s		26.0		24.0		26.0		24.0				
Max Q Clear Time (g_c+I1), s		9.8		11.9		17.9		26.0				
Green Ext Time (p_c), s		2.1		2.2		2.2		0.0				
<b>Intersection Summary</b>												
HCM 2010 Ctrl Delay				16.9								
HCM 2010 LOS				B								

# HCM 2010 Signalized Intersection Summary

## 6: Blackstone St & SR-99 SB Ramps

04/28/2019

								
Movement	WBL	WBR	NBT	NBR	SBL	SBT		
Lane Configurations								
Traffic Volume (veh/h)	304	24	171	190	25	156		
Future Volume (veh/h)	304	24	171	190	25	156		
Number	3	18	2	12	1	6		
Initial Q (Qb), veh	0	0	0	0	0	0		
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		
Adj Sat Flow, veh/h/ln	1667	1667	1667	1667	1667	1667		
Adj Flow Rate, veh/h	342	27	197	218	30	186		
Adj No. of Lanes	1	1	1	1	1	1		
Peak Hour Factor	0.89	0.89	0.87	0.87	0.84	0.84		
Percent Heavy Veh, %	14	14	14	14	14	14		
Cap, veh/h	794	708	417	354	309	417		
Arrive On Green	0.50	0.50	0.25	0.25	0.25	0.25		
Sat Flow, veh/h	1587	1417	1667	1417	865	1667		
Grp Volume(v), veh/h	342	27	197	218	30	186		
Grp Sat Flow(s),veh/h/ln	1587	1417	1667	1417	865	1667		
Q Serve(g_s), s	5.5	0.4	4.0	5.5	1.2	3.8		
Cycle Q Clear(g_c), s	5.5	0.4	4.0	5.5	5.2	3.8		
Prop In Lane	1.00	1.00		1.00	1.00			
Lane Grp Cap(c), veh/h	794	708	417	354	309	417		
V/C Ratio(X)	0.43	0.04	0.47	0.62	0.10	0.45		
Avail Cap(c_a), veh/h	794	708	417	354	309	417		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00		
Uniform Delay (d), s/veh	6.4	5.1	12.8	13.3	15.0	12.7		
Incr Delay (d2), s/veh	1.7	0.1	3.8	7.8	0.6	3.4		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		
%ile BackOfQ(50%),veh/ln	2.8	0.2	2.2	2.9	0.3	2.1		
LnGrp Delay(d),s/veh	8.1	5.2	16.6	21.1	15.6	16.1		
LnGrp LOS	A	A	B	C	B	B		
Approach Vol, veh/h	369		415			216		
Approach Delay, s/veh	7.9		18.9			16.0		
Approach LOS	A		B			B		
Timer	1	2	3	4	5	6	7	8
Assigned Phs		2				6		8
Phs Duration (G+Y+Rc), s		15.0				15.0		25.0
Change Period (Y+Rc), s		5.0				5.0		5.0
Max Green Setting (Gmax), s		10.0				10.0		20.0
Max Q Clear Time (g_c+I1), s		7.5				7.2		7.5
Green Ext Time (p_c), s		0.5				0.3		1.0
<b>Intersection Summary</b>								
HCM 2010 Ctrl Delay			14.2					
HCM 2010 LOS			B					

## Appendix B - SIMTRAFFIC Reports for Queuing Analysis



**Intersection: 1: Turner Dr & Foster Dr**

Movement	WB	NB
Directions Served	LT	LR
Maximum Queue (ft)	90	130
Average Queue (ft)	17	49
95th Queue (ft)	57	95
Link Distance (ft)	366	1483
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

**Intersection: 2: Sunset St & Foster Dr**

Movement	WB	NB	NB
Directions Served	LT	L	R
Maximum Queue (ft)	61	93	63
Average Queue (ft)	10	39	32
95th Queue (ft)	41	69	50
Link Distance (ft)	1059	1114	1114
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

**Intersection: 3: Laspina St & Paige Ave/Foster Dr**

Movement	EB	EB	WB	WB	B14	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	T	L	T	R	L	T	TR
Maximum Queue (ft)	76	155	119	461	4	55	39	30	68	55	140
Average Queue (ft)	29	67	39	138	0	14	9	8	28	17	51
95th Queue (ft)	64	122	106	332	4	42	31	29	57	45	97
Link Distance (ft)		193		614	627		759			675	675
Upstream Blk Time (%)		0		0							
Queuing Penalty (veh)		0		1							
Storage Bay Dist (ft)	150		60			240		250	265		
Storage Blk Time (%)		0	1	26							
Queuing Penalty (veh)		0	2	16							

**Intersection: 4: SR-99 NB Ramps & Paige Ave**

Movement	EB	WB	NB	NB
Directions Served	TR	LT	L	R
Maximum Queue (ft)	226	223	182	76
Average Queue (ft)	105	165	85	27
95th Queue (ft)	178	245	151	60
Link Distance (ft)	1628	193	608	
Upstream Blk Time (%)		10		
Queuing Penalty (veh)		53		
Storage Bay Dist (ft)			660	
Storage Blk Time (%)				
Queuing Penalty (veh)				

**Intersection: 5: Blackstone St & Paige Ave**

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	B30	SB	SB
Directions Served	L	T	R	L	T	R	L	T	R	T	L	T
Maximum Queue (ft)	171	226	90	209	327	76	116	191	107	96	105	131
Average Queue (ft)	59	89	25	113	120	56	32	87	56	5	63	65
95th Queue (ft)	135	170	74	203	261	90	81	170	109	39	101	121
Link Distance (ft)		523			1628			120		104		107
Upstream Blk Time (%)							0	5	0	0	1	2
Queuing Penalty (veh)							0	20	0	1	0	4
Storage Bay Dist (ft)	180		65	185		45	310		75		110	
Storage Blk Time (%)	1	12	0	3	20	10	0	12	1		1	2
Queuing Penalty (veh)	3	14	0	12	68	41	0	25	3		1	2

**Intersection: 5: Blackstone St & Paige Ave**

Movement	SB
Directions Served	TR
Maximum Queue (ft)	114
Average Queue (ft)	71
95th Queue (ft)	117
Link Distance (ft)	107
Upstream Blk Time (%)	2
Queuing Penalty (veh)	4
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	



**Intersection: 6: Blackstone St & SR-99 SB Ramps**

Movement	WB	WB	NB	NB	SB	SB
Directions Served	L	R	T	R	L	T
Maximum Queue (ft)	171	60	127	78	115	148
Average Queue (ft)	79	16	99	53	38	67
95th Queue (ft)	144	46	141	68	85	124
Link Distance (ft)	587		107			491
Upstream Blk Time (%)			11			
Queuing Penalty (veh)			43			
Storage Bay Dist (ft)		752		25	300	
Storage Blk Time (%)			38	16		
Queuing Penalty (veh)			78	29		

**Intersection: 7: K Street & Paige Ave**

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	110	140	91	176	27	72	68	72	71	73
Average Queue (ft)	37	52	32	81	6	35	28	30	32	27
95th Queue (ft)	73	107	66	148	22	61	54	60	62	57
Link Distance (ft)		324		2027		367	367		643	643
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	115		105		154			145		
Storage Blk Time (%)	0	0	0	3						
Queuing Penalty (veh)	0	0	0	1						

**Intersection: 8: Driveway 1 & Paige Ave**

Movement	NB
Directions Served	R
Maximum Queue (ft)	60
Average Queue (ft)	32
95th Queue (ft)	52
Link Distance (ft)	223
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

**Intersection: 9: Blackstone St & Driveway 2**

Movement	EB	WB	NB	SB	SB
Directions Served	LTR	LTR	LTR	LT	TR
Maximum Queue (ft)	66	95	72	122	92
Average Queue (ft)	28	42	31	55	41
95th Queue (ft)	57	71	65	98	80
Link Distance (ft)	139	102	185	104	104
Upstream Blk Time (%)		0		0	0
Queuing Penalty (veh)		0		1	0
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

**Intersection: 10: Blackstone St & Driveway 3**

Movement	EB	WB	SB
Directions Served	LTR	LTR	LT
Maximum Queue (ft)	74	43	16
Average Queue (ft)	35	23	1
95th Queue (ft)	60	46	9
Link Distance (ft)	139	97	185
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

**Network Summary**

Network wide Queuing Penalty: 423
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**Intersection: 1: Turner Dr & Foster Dr**

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	17	119	126
Average Queue (ft)	1	27	60
95th Queue (ft)	8	81	105
Link Distance (ft)	1302	787	2279
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

**Intersection: 2: Sunset St & Foster Dr**

Movement	WB	NB	NB
Directions Served	LT	L	R
Maximum Queue (ft)	256	99	62
Average Queue (ft)	52	44	24
95th Queue (ft)	228	89	51
Link Distance (ft)	1302	1258	1258
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

**Intersection: 3: Laspina St & Paige Ave/Foster Dr**

Movement	EB	EB	WB	WB	B14	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	T	L	T	R	L	T	TR
Maximum Queue (ft)	167	203	120	718	489	120	81	73	101	76	125
Average Queue (ft)	52	121	63	395	186	47	36	31	45	34	52
95th Queue (ft)	111	201	144	836	751	101	68	60	80	67	106
Link Distance (ft)		193		612	1002		759			675	675
Upstream Blk Time (%)	0	1		29	4						
Queuing Penalty (veh)	0	4		111	15						
Storage Bay Dist (ft)	150		60			240		250	265		
Storage Blk Time (%)	0	3	3	58							
Queuing Penalty (veh)	0	3	11	43							

**Intersection: 4: SR-99 NB Ramps & Paige Ave**

Movement	EB	WB	NB	NB
Directions Served	TR	LT	L	R
Maximum Queue (ft)	583	225	183	106
Average Queue (ft)	189	191	86	47
95th Queue (ft)	413	248	150	90
Link Distance (ft)	1628	193	786	
Upstream Blk Time (%)		31		
Queuing Penalty (veh)		120		
Storage Bay Dist (ft)				660
Storage Blk Time (%)				
Queuing Penalty (veh)				

**Intersection: 5: Blackstone St & Paige Ave**

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	B30	SB	SB
Directions Served	L	T	R	L	T	R	L	T	R	T	L	T
Maximum Queue (ft)	195	274	90	209	612	71	112	184	103	65	106	138
Average Queue (ft)	56	121	26	132	181	40	41	85	66	5	77	81
95th Queue (ft)	130	217	77	227	588	84	88	164	115	39	112	143
Link Distance (ft)		534			1628			120		107		107
Upstream Blk Time (%)							0	4	0	0	5	6
Queuing Penalty (veh)							0	18	0	1	0	14
Storage Bay Dist (ft)	180		65	185		45	310		75		110	
Storage Blk Time (%)	0	19	0	13	17	3	0	8	3		5	6
Queuing Penalty (veh)	0	22	1	35	49	11	0	22	7		5	11

**Intersection: 5: Blackstone St & Paige Ave**

Movement	SB
Directions Served	TR
Maximum Queue (ft)	117
Average Queue (ft)	71
95th Queue (ft)	116
Link Distance (ft)	107
Upstream Blk Time (%)	2
Queuing Penalty (veh)	4
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

**Intersection: 6: Blackstone St & SR-99 SB Ramps**

Movement	WB	WB	NB	NB	SB	SB
Directions Served	L	R	T	R	L	T
Maximum Queue (ft)	254	56	130	78	73	179
Average Queue (ft)	91	11	92	53	21	71
95th Queue (ft)	182	40	135	69	56	140
Link Distance (ft)	870		107			491
Upstream Blk Time (%)			6			
Queuing Penalty (veh)			20			
Storage Bay Dist (ft)		752		25	300	
Storage Blk Time (%)			33	15		
Queuing Penalty (veh)			62	25		

**Intersection: 7: K Street & Paige Ave**

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	113	146	106	178	62	103	89	75	76	66
Average Queue (ft)	39	64	24	80	19	56	37	32	29	28
95th Queue (ft)	78	120	67	147	47	94	70	62	61	54
Link Distance (ft)		324		2016		367	367		643	643
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	115		105		154			145		
Storage Blk Time (%)	0	1	0	3						
Queuing Penalty (veh)	0	1	0	1						

**Intersection: 8: Driveway 1 & Paige Ave**

Movement	NB
Directions Served	R
Maximum Queue (ft)	70
Average Queue (ft)	36
95th Queue (ft)	57
Link Distance (ft)	345
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

**Intersection: 9: Blackstone St & Driveway 2**

Movement	EB	WB	NB	SB	SB
Directions Served	LTR	LTR	LTR	LT	TR
Maximum Queue (ft)	78	90	94	129	121
Average Queue (ft)	26	50	36	53	45
95th Queue (ft)	57	81	73	103	92
Link Distance (ft)	115	74	182	107	107
Upstream Blk Time (%)	0	1		1	0
Queuing Penalty (veh)	0	0		1	0
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

**Intersection: 10: Blackstone St & Driveway 3**

Movement	EB	WB	SB
Directions Served	LTR	LTR	LT
Maximum Queue (ft)	80	49	18
Average Queue (ft)	40	23	1
95th Queue (ft)	67	49	9
Link Distance (ft)	108	96	182
Upstream Blk Time (%)	0	0	
Queuing Penalty (veh)	0	0	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

**Network Summary**

Network wide Queuing Penalty: 619

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**APPENDIX B: TRAFFIC SIGNAL DESIGN AND IMPLEMENTATION**





# SUPERIOR TRAFFIC SERVICES



## STS TRUSS SIGNAL (PORTABLE TRAFFIC SIGNAL)

Where expensive and time consuming temporary pole and span wire temporary signal set-ups have been the go to for years, the **STS Truss Signal** is the only quick, easy, and portable and temporary 2+ lane control solution on the market.

**THE NEW ERA  
OF TRAFFIC  
CONTROL**

Each **STS Truss Signal** can span across three 12' lanes of traffic and offers multiple lane, phase, and direction control. It's a great solution for urban applications including intersection improvement and permanent signal replacement projects.

Each **STS Truss Signal** comes equipped with the **STS LTC Controller** and standard issue redundant radar & video vehicle detection, dual traffic and work zone facing web cameras, and triple redundant wireless communication. These standard features make Real-Time Video Feeds, Programming, Monitoring, and Control of signal systems easy.

**INNOVATIVE  
TECHNOLOGY THAT  
MAKES THE TOUGHEST JOBS  
MANAGEABLE**

These standard features, when coupled with the **STS Real-Time Traffic Management System**, and other optional features, make 24/7 Real-Time Configuration, Programming, Monitoring, and Control of signal systems simple.



Traditionally, span-wire set ups have been the go-to, but offer their own set of challenges. The **STS Truss Signal** is making projects with complex intersections safer and more efficient. The STS Truss Signal is versatile, portable, and can handle multiple lanes and phases, making it the new choice for long or short term projects.

## STS TRUSS SPECS

- Up to 5 ITE Polycarbonate Signal Heads
- 12" Diameter LEDs
- Multiple Signal Head Configurations
- Easy Single Person Deployment
- Reversible and Adjustable to Fit Unique Applications
- 300 Watt Adjustable Solar Arrays
- 12v w/ 1000 amp/hr Battery System
- 21 Day Autonomy based on Configuration
- 8'x10' Foot Print Fits in a Parking Stall
- 17'-24' Height Clearance
- 32' Maximum Horizontal Extension
- 90 MPH Wind Load Rating
- Use as Knockdown unit or with STS LTC Controller

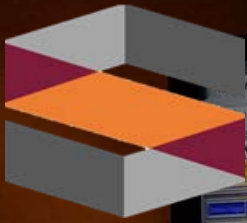


## STS LTC CONTROLLER SPECS

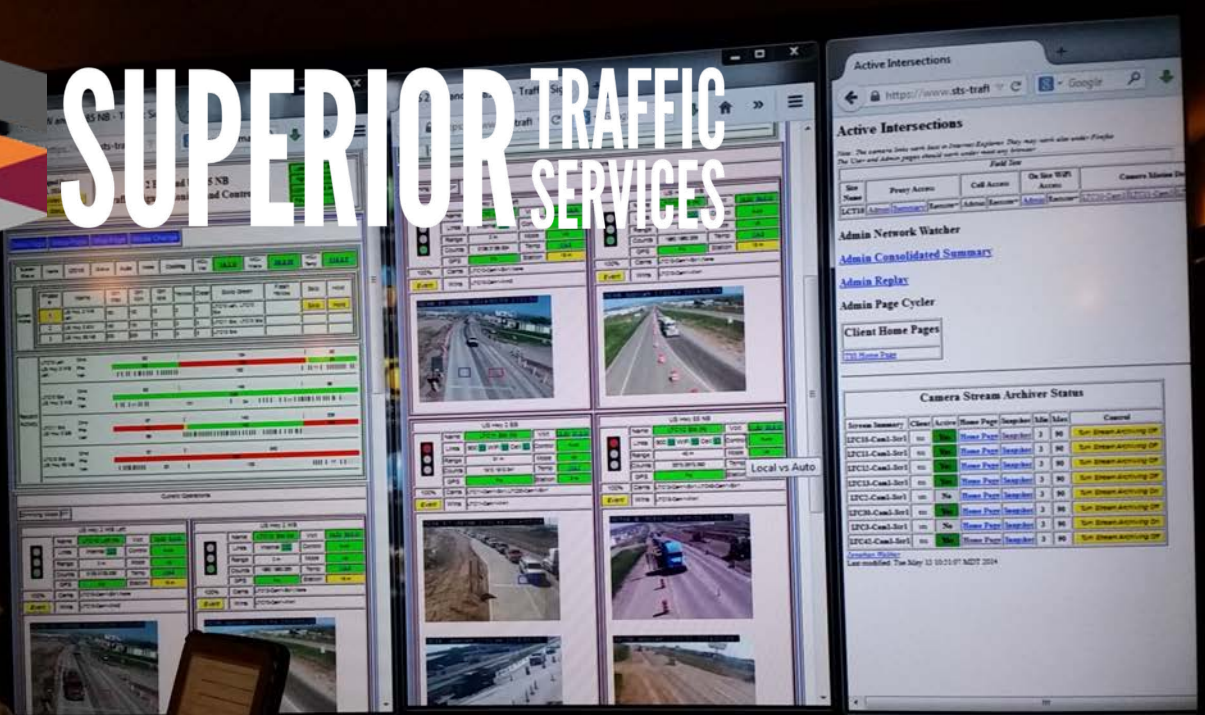
- Remote Webpage Programming Interface
- Onboard Operation and System Status Display
- Interchangeable Master/Slave Designations
- Triple Redundant Wireless Communication Systems
  - -900 MHz Radio, 2.4 GHz WiFi, and 4G Cellular
- Programmable Remote Control (1/2 Mile + Range)
- STS Network Watcher Conflict Monitoring
- Pager Alerts to Designated Stakeholders
- Unlimited System Fault and Status Log Storage
- Redundant Video and Radar Vehicle Detection
- Dual Traffic and Work Zone Facing Web Cams
- Live Real-Time Video Feeds with Playback
- Self-Contained with -30° to 135° Operation
- NEMA 4, 4X, & 6 Rated Lockable Enclosure
- Coordinated, scheduled & Time of Day Timing Plans



**NATIONWIDE DELIVERY WITH 24 / 7 LIVE REMOTE MONITORING**



# SUPERIOR TRAFFIC SERVICES



## REAL-TIME TRAFFIC MANAGEMENT SYSTEM

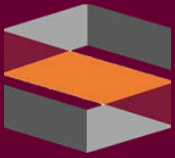
Superior Traffic Services set the new standard for intelligent Portable Traffic Signal Control systems through the development of its revolutionary, patented intelligent **Real-Time Traffic Management System** and **STS LTC Controller**.

24/7 REAL-TIME  
TRAFFIC  
MANAGEMENT AT  
YOUR FINGERTIPS

The **STS Real-Time Traffic Management System (RTTMS)** is the only Portable Traffic Signal Management Software that allows you to **Program, Monitor, and Control** your Temporary Portable Traffic Signals in **Real-Time** from anywhere with an internet enabled device. From the **simple single lane closure** to the **most complex multi-phase intersections**, the **RTTMS** makes work easy for everyone.

INNOVATIVE  
TECHNOLOGY THAT  
MAKES THE TOUGHEST JOBS  
MANAGEABLE

All STS Signal Systems come equipped with the **STS LTC Controller** and standard issue redundant radar & video detection, dual web cameras, and triple redundant wireless communication. With the **RTTMS**, these standard features make **24/7 Real-Time Configuration, Programming, System Status Monitoring, and Live Viewing of Traffic and Work Zones** a walk in the park.



System Status	Name	LTC228	Status	Auto	Sched	No	Mode	Cycling	MCU Volt	12.2 V	MCU Watts	14.4 W	MCU Temp	113.0 F							
Current Profile	Sequencing Signals	Phase #	Name	Grn Max	Grn Min	Grn Idle	Yellow	Clear	Ped Flash	Adv Flash	Solid Green	DMU	Flash Left	Ped Head	Auto-Ped	Adv Flash	SBI	Skip	Hold	Jump	
		1	SB US-95	240	30	12	3	55	0	0	LTC107 Std									Skip	Hold
		2	NB US-95	240	30	12	3	55	0	0	LTC228 Std										Jump

Recent Activity	Command	Phase	Vehicle	Counts
LTC107	Cmd			102
LTC107	Std			102
SB US95				362
LTC228	Cmd			157
LTC228	Std			158
NB US95				58
NB US95				57
				364

SB US95	Name	LTC107 (NE)
	Volt	12.3V
	Links	900 98 WiFi 100 Cell 84
	Temp	114.6 F 71.6 F 85.7 F
	Power	Cam1 Cam2 Fan
	Counts	Std: 131099 8347 495
	GPS	Fix: Drift: Unknown MCU Range: 172 m
	Speed	Cur: 7 MPH, Thresh: 5 MPH Radar Sensitivity: 50%, Lookout: 3

NB US95	Name	LTC228 (E)
	Volt	12.1V
	Links	Internal 100
	Temp	112.5 F 74.6 F 87.3 F
	Power	Cam1 Cam2 Fan
	Counts	Std: 114947 6284 380
	GPS	Fix: Drift: Unknown MCU Range: 0 m
	Speed	Cur: 0 MPH, Thresh: 5 MPH Radar Sensitivity: 99%, Lookout: 3

## SYSTEM & PHASE DISPLAYS

- Displays RYG Phase and Cycle Values
- Displays Vehicle Demands, Counts, and Gaps
- Displays Current and Historical Cycle Times
- Displays GPS Location Map with Compass
- Displays LTC Systems Status and Temperature
- Displays Current Battery Voltage and History
- All Data is Archived and Available for Replay

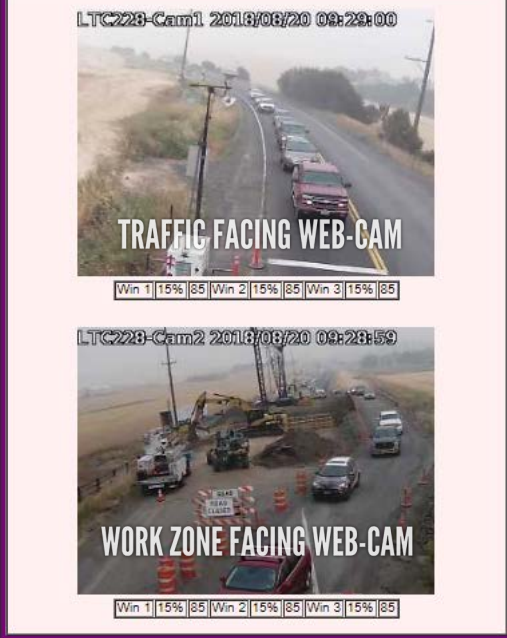
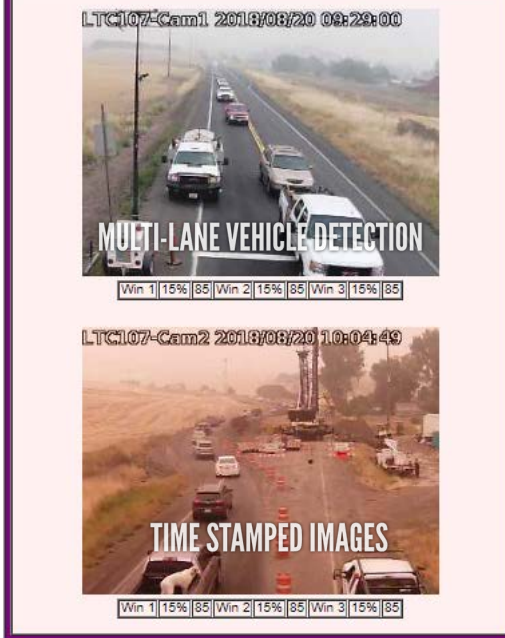
## REDUNDANCY MEANS RELIABILITY

Each **LTC Controller** contains 3 radios, 900 Mhz radio, 2.4 Ghz WiFi, and Cellular. The LTCs communicate with each other over the strongest of the radio links. With 3 redundant options, you can be sure your signals are communicating reliably.

## LIVE CLIENT ACCESS

Each Client and Project Stakeholder are given login access to our **RTMS Dashboard Web Interface**. You'll be able to view the same displays our control center is monitoring in Real-Time, including Live time-stamped video images of both traffic and the Work-Zone.

## STS CONTROL CENTER



The **STS Control Center** is staffed 24/7/365 by ATSSA Certified Flaggers to continuously monitor the RTMS Traffic Programs, LTC Controller Systems, and Traffic Management of ongoing construction projects. **Level 1 Monitoring** includes broad level systematic monitoring by our control center and is standard issue on all STS Signal Systems. **Level 2 Monitoring** includes dedicated staff members closely monitoring all systems and remotely managing traffic around the clock. The **STS Network Watcher** system continuously monitors all systems for early and instantaneous text/pager notification of system status faults or threshold violations. Let the STS Control Center be your next 24/7 Onsite TCS!



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This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Tulare Pilot Flying J project. This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A MMRP is required for the proposed project because the EIR has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the EIR, some of which were revised after the Draft EIR was prepared. These revisions are shown in Section 3.0 of the Final EIR. All revisions to mitigation measures that were necessary as a result of responding to public comments and incorporating staff-initiated revisions have been incorporated into this MMRP.

## 4.1 MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in this Final EIR.

The City of Tulare will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the project.

The MMRP is presented in tabular form on the following pages. The components of the MMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the Draft EIR in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

**TABLE 4.0-1: MITIGATION MONITORING AND REPORTING PROGRAM**

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AIR QUALITY				
Impact 3.2-1: Project operation has the potential to cause a violation of an air quality standard or contribute substantially to an existing or projected air quality violation.	<b>Mitigation Measure 3.2-1:</b> <i>The proposed Project is subject to Rule 9510, as required by the SJVAPCD. The Project Applicant shall pay the Indirect Source Review Rule fee for any required reductions that have not been accomplished through project mitigation commitments, prior to Project construction activities. The fee calculations will be conducted by the SJVAPCD.</i>	City of Tulare Community Development Department	Prior to start of construction or grading activities	
Impact 3.2-5: The proposed Project has the potential to generate objectionable odors.	<b>Mitigation Measure 3.2-2:</b> <i>The proposed Project is required to comply with SLC, Phase 1 EVR, and Pre-EVR Phase II requirements, as required by the California Air Resources Board (CARB). The Project applicant shall also implement all feasible SJVAPCD Best Available Control Technology (BACT) for all motor vehicle gasoline storage and dispensing operations, prior to the initial operational phase of the Project.</i>  <b>Mitigation Measure 3.2-3:</b> <i>For the purposes of ensuring compliance with the California Air Resources Board (CARB) regulation requiring heavy-duty (GVWR &gt;10,000 lbs) trucks to idle to no more than 5 minutes per hour, the Project applicant shall post highly visible signage throughout Project site where truck idling may occur (i.e. at multiple high-visibility locations throughout the truck parking area), prior to operation of the Project.</i>	City of Tulare Community Development Department	Prior to operational phase of the Project.	
BIOLOGICAL RESOURCES				
Impact 3.3-3: The proposed Project has the potential to have direct or indirect effects on special-status bird species.	<b>Mitigation Measure 3.3-1:</b> <i>In order to avoid impacts to nesting raptors and migratory birds, Project activities will occur, where possible, outside the nesting season. The nesting season is generally February 1-August 31. If Project activities must occur during the nesting season (February 1-August 31), a qualified biologist will conduct pre-construction surveys for active raptor and migratory bird nests within 30 days of the onset of these activities. For migratory birds and raptors, the survey area will include the Project site and a 250-foot buffer area surrounding the Project site. If no active nests are found within the survey area, no further measures are required. Should any active nests be discovered within the survey area, the biologist will determine the appropriate construction setback distances based on applicable CDFW guidelines and/or the biology of the affected species. Construction-free buffers will be identified on the ground with</i>	City of Tulare Community Development Department and the California Department of Fish and Wildlife	During construction activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>flagging, fencing, or by other easily visible means, and will be maintained until the biologist has determined that the young have fledged. It is noted that cliff swallow nests were observed on the bridge, and impacts are addressed in a separate measure.</i></p> <p><b>Mitigation Measure 3.3-2:</b> <i>Mitigation for the loss of Swainson’s hawk foraging habitat (and by default other raptor foraging habitat) shall occur at the applicable ratio(s) set forth in the CDFW’s Staff Report Regarding Mitigation for Impacts to Swainson’s Hawks (Buteo swainsoni) in the Central Valley of California (CDFG 1994). This mitigation shall be applied during construction activities.</i></p>			
<p>Impact 3.3-4: The proposed Project has the potential to result in direct or indirect effects on special-status mammal species.</p>	<p><b>Mitigation Measure 3.3-3:</b> <i>To avoid and minimize potential impacts to SJKF, the applicant shall implement the following measures, which are consistent with USFWS Standard Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS, 2004).</i></p> <ul style="list-style-type: none"> <li>• <i>No less than 14 days and no more than 30 days prior to initiation of site disturbance and/or construction, a biologist shall conduct a pre-activity (i.e., pre-construction) survey for known or potential sensitive species, including San Joaquin kit fox dens, and submit a letter to the City of Tulare reporting the date the survey was conducted, the survey methodology, survey results, and what measures were necessary (and completed), as applicable, to address any San Joaquin kit fox activity within the Project limits.</i></li> <li>• <i>During construction, a qualified biologist shall conduct full-time monitoring during initial site-disturbance activities (i.e., grading, disking, excavation, stock piling of dirt or gravel, etc.). Upon completion of initial disturbance activities, monitoring shall occur on a weekly basis. During construction, the biologist shall submit monthly monitoring reports to the City of Tulare summarizing compliance with all applicable measures.</i></li> <li>• <i>Prior to or during Project activities, if any observations are made of San Joaquin kit fox, or any known or potential San Joaquin kit fox dens are discovered within the Project limits, the qualified biologist shall notify the City of Tulare. The City of Tulare will notify the California Department of Fish and Wildlife and the U. S. Fish and Wildlife Service. All work in the area of discovery will stop until</i></li> </ul>	<p>City of Tulare Community Development Department and the California Department of Fish and Wildlife</p>	<p>During construction and or ground disturbing activities</p>	



ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>such time that City of Tulare, in coordination with the CDFW and USFWS, determines ways to proceed with the Project and avoid take.</i></p> <ul style="list-style-type: none"> <li>• <i>During the site-disturbance and/or construction phase, all construction pipes, culverts, or similar structures or materials that contact a hole with a diameter of 4-inches or greater and that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for San Joaquin kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. All pipes, culverts, or similar structures with a diameter of 4-inches or greater that will be stored onsite for more than one night shall be capped after it is inspected for San Joaquin kit fox. Road culverts shall be capped prior to the start of Project activities. If any San Joaquin kit fox is found, and the City of Tulare shall be notified. The City of Tulare will then notify the California Department of Fish and Wildlife and the U. S. Fish and Wildlife Service. All work in the area of discovery will stop until such time that City of Tulare, in coordination with the CDFW and USFWS, determines ways to proceed with the Project and avoid take.</i></li> <li>• <i>Prior to, during, and after the site-disturbance and/or construction phase, use of pesticides or herbicides shall be in compliance with all federal, state, and local regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.</i></li> <li>• <i>To prevent inadvertent entrapment of San Joaquin kit foxes or other animals during the construction phase of a Project, all excavated, steep-walled holes or trenches more than 2-feet deep shall be covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen-fill or wooden planks shall be installed. Before such holes or trenches are filled, they will be thoroughly inspected for trapped animals. If at any time a trapped or injured San Joaquin kit fox is discovered, the City of Tulare shall be notified. The City of Tulare will then notify the California Department of Fish and Wildlife and the U. S. Fish and Wildlife Service. All work in the area of discovery will stop until such time that City of Tulare, in coordination with the CDFW and USFWS, determines ways to proceed with the Project and avoid take.</i></li> </ul>			

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<ul style="list-style-type: none"> <li>• During the site-disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the City of Tulare. In the event that any observations are made of injured or dead San Joaquin kit fox, and the City of Tulare shall be notified. The City of Tulare will then notify the California Department of Fish and Wildlife and the U. S. Fish and Wildlife Service. All work in the area of discovery will stop until such time that City of Tulare, in coordination with the CDFW and USFWS, determines ways to proceed with the Project and avoid take. The City of Tulare shall cause any threatened or endangered species found dead or injured to be turned over immediately to the California Department of Fish and Wildlife for care, analysis, or disposition.</li> <li>• Prior to final inspection, should any long internal or perimeter fencing be proposed or installed, the City of Tulare shall do the following to provide for San Joaquin kit fox passage:               <ul style="list-style-type: none"> <li>○ If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12 inches.</li> <li>○ If a more solid wire mesh fence is used, 8×12-inch openings near the ground shall be provided every 100 yards..</li> </ul> </li> </ul>			
Impact 3.3-10: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	<b>Mitigation Measure 3.3-4:</b> The landscaping plan shall include the planting of native trees, shrubs, and grasslands in order to preserve the visual integrity of the landscape, provide habitat conditions suitable for native vegetation and wildlife, and ensure that a maximum number and variety of well-adapted plants are maintained.	City of Tulare Community Development Department	Prior to the project's operation phase	
<b>CULTURAL RESOURCES</b>				
Impact 3.4-1: Project implementation has the potential to cause a substantial adverse change to a significant historical resource, as defined in CEQA Guidelines §15064.5, or a	<b>Mitigation Measure 3.4-1:</b> If any cultural resources, including prehistoric or historic artifact, or other indications of archaeological resources are found during grading and construction activities, all work shall be halted immediately within a 200-foot radius of the discovery until an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, has evaluated the	City of Tulare Community Development Department	Throughout all ground disturbing activities	

4.0

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>significant tribal cultural resource, as defined in Public Resources Code §21074.</p>	<p><i>find(s).</i></p> <p><i>Work cannot continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the NRHP or CRHR.</i></p> <p><i>If a potentially-eligible resource is encountered, then the archaeologist, lead agency, and project proponent shall arrange for either 1) total avoidance of the resource, if possible; or 2) test excavations to evaluate eligibility and, if eligible, total data recovery as mitigation. The determination shall be formally documented in writing and submitted to the lead agency as verification that the provisions in CEQA for managing unanticipated discoveries have been met.</i></p> <p><i>If Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the Applicant's expense.</i></p>			
<p>Impact 3.4-2: Project implementation has the potential to cause a substantial adverse change to a significant archaeological resource, as defined in CEQA Guidelines §15064.5.</p>	<p><b>Implement Mitigation Measure 3.4-1</b></p>	<p>City of Tulare Community Development Department</p>	<p>Throughout all ground disturbing activities</p>	
<p>Impact 3.4-3: Project implementation has the potential to directly or indirectly destroy a unique paleontological resource.</p>	<p><b>Mitigation Measure 3.4-2:</b> <i>If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Tulare shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it shall be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where it could be curated and displayed for public education purposes.</i></p>	<p>City of Tulare Community Development Department</p>	<p>Throughout all ground disturbing activities</p>	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>Impact 3.4-4: Project implementation has the potential to disturb human remains, including those interred outside of formal cemeteries.</p>	<p><b>Mitigation Measure 3.4-3:</b> <i>If human remains are discovered during the course of construction, work shall be halted at the site and any nearby area reasonably suspected to overlie adjacent human remains, until the Tulare County Coroner has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, either of the following steps will be taken:</i></p> <ul style="list-style-type: none"> <li>• <i>The coroner will contact the Native American Heritage Commission in order to ascertain the proper descendants from the deceased individual. The coroner will make a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, which may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains.</i></li> <li>• <i>The landowner shall retain a Native American monitor, and an archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, on the property and in a location that is not subject to further subsurface disturbance when any of the following conditions occurs:</i> <ul style="list-style-type: none"> <li>○ <i>The Native American Heritage Commission is unable to identify a descendent.</i></li> <li>○ <i>The descendant identified fails to make a recommendation.</i></li> <li>○ <i>The City of Tulare or its authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.</i></li> </ul> </li> </ul>	<p>City of Tulare Community Development Department</p>	<p>Throughout all ground disturbing activities</p>	
GEOLOGY AND SOILS				
<p>Impact 3.5-2: Implementation and construction of the proposed Project may result in substantial soil erosion or the loss of topsoil</p>	<p><b>Mitigation Measure 3.5-1:</b> <i>Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation, the Project proponent shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ amended by 2010-</i></p>	<p>City of Tulare Community Development Department, Public Works Department,</p>	<p>Prior to the issuance of a grading permit</p>	

4.0

MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p>0014-DWQ &amp; 2012-0006-DWQ). The SWPPP shall be designed with Best Management Practices (BMPs) that the RWQCB has deemed as effective at reducing erosion, controlling sediment, and managing runoff. These include: covering disturbed areas with mulch, temporary seeding, soil stabilizers, binders, fiber rolls or blankets, temporary vegetation, and permanent seeding. Sediment control BMPs, installing silt fences or placing straw wattles below slopes, installing berms and other temporary run-on and runoff diversions. These BMPs are only examples of what should be considered and should not preclude new or innovative approaches currently available or being developed. Final selection of BMPs will be subject to approval by City of Tulare and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</p>	<p>and the RWQCB.</p>		
<p>Impact 3.5-3: The proposed Project has the potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse.</p>	<p><b>Mitigation Measure 3.5-2:</b> Prior to earthmoving activities, a certified geotechnical engineer, or equivalent, shall be retained to perform a final geotechnical evaluation of the soils at a design-level as required by the California Building Code Title 24, Part 2, Chapter 18, Section 1803.1.1.2 related to subsidence and other soil conditions. The evaluation shall be prepared in accordance with the standards and requirements outlined in California Building Code, Title 24, Part 2, Chapter 16, Chapter 17, and Chapter 18, which addresses structural design, tests and inspections, and soils and foundation standards. The final geotechnical evaluation shall include design recommendations to ensure that soil conditions do not pose a threat to the health and safety of people or structures. The grading and improvement plans shall be designed in accordance with the recommendations provided in the final geotechnical evaluation.</p>	<p>City of Tulare Community Development Department</p>	<p>Prior to earthmoving activities</p>	
<p>GREENHOUSE GASES AND CLIMATE CHANGE</p>				
<p>Impact 3.6-1: Potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or potential to conflict with an applicable plan, policy, or regulation adopted for</p>	<p><b>Mitigation Measure 3.6-1:</b> Ensure that the pedestrian network within the proposed Project site connects to offsite pedestrian networks, in order to make pedestrian circulation viable within, to, and from the project site and reduce the need to travel by vehicle, helping to reduce emissions and GHG. Project frontage improvements shall be included to ensure the Project is consistent with citywide street design standards and planned nearby circulation improvements. This mitigation shall occur during Project</p>	<p>City of Tulare Community Development Department</p>	<p>During final design, construction activities, and prior to operational phase</p>	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
<p>the purpose of reducing the emissions of greenhouse gases.</p>	<p><i>construction activities.</i></p> <p><b>Mitigation Measure 3.6-2:</b> <i>The City shall ensure that the proposed Project complies with Measure EE 1.3, Action E.1.3.2 of the Tulare Climate Action Plan. Proposed Project construction shall meet all CALGreen measures, as applicable, throughout the entirety of the construction of the Project.</i></p> <p><b>Mitigation Measure 3.6-3:</b> <i>The City shall ensure that the proposed Project complies with all City Building Code and other codes appropriate to increasing water efficiency in new non-residential development (as described in Tulare Climate Action Plan EE 1.5, Action E 1.5.4). This mitigation shall be applied prior to the end of Project construction activities.</i></p> <p><b>Mitigation Measure 3.6-4:</b> <i>The City shall require the proposed Project to comply with all applicable commercial energy performance measures within the City of Tulare Municipal Code, as described in Tulare Climate Action Measure EE 1.7. This mitigation shall be applied prior to the end of Project construction activities.</i></p> <p><b>Mitigation Measure 3.6-5:</b> <i>The City shall require the proposed Project to comply with Tulare Climate Action Measure SW 6.1, by providing on-site recycling throughout heavy-traffic areas of the Project site, to help the City achieve a 65% diversion of landfilled waste by 2020 and a 75% diversion by 2030. This mitigation shall be applied prior to the end of Project construction activities.</i></p>			
HAZARDS AND HAZARDOUS MATERIALS				
<p>Impact 3.7-1: Potential to create a significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.</p>	<p><b>Mitigation Measure 3.7-1:</b> <i>Prior to the issuance of grading permits, the Project proponent shall have a qualified hazardous waste specialist assess the site for surface staining and if staining is found to be present, perform soil sampling to (1) test for concentrations of commercial or industrial chemicals that may be present as a result of storage activities on the Project site, and (2) test for residual concentrations of agrichemicals that may be present in soil as a result of historic agricultural application and storage. The results of the soil sampling shall be submitted to the City's Planning Division and Tulare County Health and Human Services Agency, Environmental Health</i></p>	<p>City of Tulare Community Development Department and the Tulare County Dep't of Environmental Health</p>	<p>Prior to issuance of a grading permit</p>	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>Division. If evidence of contaminated soils at levels that pose a risk to construction personnel or future users of the Project site are encountered during the assessment, any contaminated areas shall be remediated by the Project applicant to reduce potential exposure to construction personnel and future users of the site to acceptable levels in accordance with recommendations made by Tulare County Health and Human Services Agency, Environmental Health Division, Regional Water Quality Control Board, Department of Toxic Substances Control, or other appropriate federal, state, or local regulatory agencies.</i></p> <p><b>Mitigation Measure 3.7-2:</b> <i>Prior to the commencement of a business operation that involves the transport, storage, use, or disposal of a significant quantity hazardous material within the Project site, the business owner shall submit a Hazardous Materials Business Plan (HMBP) for review and approval by the Tulare County Health and Human Services Agency, Environmental Health Division. The HMBP shall establish management practices for handling, storing, and disposal of hazardous materials, including fuels, paints, cleaners, solvents, pesticides, fertilizers, etc., during operations to reduce the potential for spills and to direct the safe handling of these materials if encountered. The areas shall be designed with spillage catchments such that any accidental spillage is prevented from entering waterways. The business owner shall also consult with the Tulare County Health and Human Services Agency, Environmental Health Division to ensure that the particular business operations are compliant with all local, state, and federal regulations relative to their operations (i.e. proper permits for the installation and use of an underground storage of hazardous substances (USTs)). The approved HMBP and any other permit deemed to be required in order to commence the specific business operations shall be maintained onsite and all personnel shall acknowledge that they have reviewed and understand the HMBP and any other permit requirements.</i></p>	<p>City of Tulare Community Development Department and the Tulare County Dep't of Environmental Health</p>	<p>Prior to use or storage of hazardous materials</p>	
<p>Impact 3.7-4: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for</p>	<p><b>Mitigation Measure 3.7-3:</b> <i>Prior to design and site plan approval for the proposed Project, the applicant shall provide the Planning Director with FAA and ALUC determinations. If the height of any structure (signage, lighting, etc.) is determined to result in airspace obstructions, the maximum height shall be limited as recommended by the reviewing agencies.</i></p>	<p>City of Tulare Community Development Department</p>	<p>Prior to design and site plan approval</p>	

<i>ENVIRONMENTAL IMPACT</i>	<i>MITIGATION MEASURE</i>	<i>MONITORING RESPONSIBILITY</i>	<i>TIMING</i>	<i>VERIFICATION (DATE/INITIALS)</i>
people residing or working in the project area.				
HYDROLOGY AND WATER QUALITY				
Impact 3.8-1: The proposed Project has the potential to violate water quality standards or waste discharge requirements during construction.	<i>Implement Mitigation Measure 3.5-1.</i>	City of Tulare Community Development Department, Public Works Department, and the RWQCB.	Prior to the issuance of a grading permit	
Impact 3.8-5 The proposed Project has the potential to otherwise substantially degrade water quality.	<p><i>Implement Mitigation Measure 3.5-1</i></p> <p><b><i>Mitigation Measure 3.8-1:</i></b> <i>The project applicant shall implement the following nonstructural BMPs that focus on preventing pollutants from entering stormwater:</i></p> <ul style="list-style-type: none"> <li>• <i>Pollution Prevention/Good Housekeeping</i></li> <li>○ <i>A spill response and prevention plan shall be developed as a component of (1) SWPPPs prepared for construction activities, (2) SWPPPs for facilities subject to the NPDES</i></li> </ul>	<p>City of Tulare Community Development Department, Public Works Department, and the RWQCB.</p> <p>City of Tulare Community Development Department, Public Works Department, and the RWQCB.</p>	<p>Prior to the issuance of a grading permit</p> <p>Prior to the issuance of a grading permit</p>	



ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<p><i>general Industrial Stormwater Permit, and (3) spill prevention control and countermeasure plans for qualifying facilities.</i></p> <ul style="list-style-type: none"> <li>○ <i>Streets and parking lots shall be swept at least once every two weeks.</i></li> <li>● <i>Operation and Maintenance (O&amp;M) of Treatment Controls</i></li> <li>○ <i>An Operation and Maintenance (O&amp;M) Plan shall be developed for the storm drainage facilities to ensure long-term performance. The O&amp;M plan shall incorporate the manufacturers' recommended maintenance procedures and include (1) provisions for debris removal, (2) guidance for addressing public health or safety issues, and (3) methods and criteria for assessing the efficacy of the storm drainage system. An annual report shall be submitted to the City certifying that maintenance of the facilities was conducted according to the O&amp;M plan.</i></li> </ul> <p><b>Mitigation Measure 3.8-2:</b> <i>The project applicant shall implement the following structural BMPs that focus on preventing pollutants from entering stormwater, or alternative BMPs approved by the City of Tulare:</i></p> <ul style="list-style-type: none"> <li>● <i>Grassed Swales: A swale is a vegetated, open channel management practice designed to treat and attenuate stormwater runoff for a specified water quality volume. Stormwater runoff flowing through these channels is treated by being filtered through vegetation in the channel, through a subsoil matrix, and/or through infiltration into the underlying soils. Swales can be used throughout the proposed project area where feasible in the landscape design to treat parking lot runoff.</i></li> </ul> <p><i>Proprietary Devices: There are a variety of commercially available stormwater treatment devices designed to remove contaminants from drainage once flows enter the conveyance systems. StormFilter™ units, or equivalent filtration-type systems, are recommended within the commercial and industrial areas as the main structural BMP for these areas. Bioswales are also recommended for streets and parking areas. Drop inlet filters should also be used to control drainage runoff water quality.</i></p>	<p>City of Tulare Community Development Department, Public Works Department, and the RWQCB.</p>	<p>Prior to the operational phase</p>	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
TRANSPORTATION AND CIRCULATION				
<p>Impact 3.12-1: The proposed Project would not cause significant impacts at intersections.</p>	<p><b>Mitigation Measure 3.12-1:</b> Prior to the operational phase, the Project proponent shall enter into a development agreement to ensure the installation of interconnected and coordinated traffic signals and physical improvements illustrated at FEIR Attachment A24 for the affected intersections of Laspina Street/Paige Avenue, SR 99 SB Off-Ramp/Blackstone Street, SR 99 NB Off-Ramp/Paige Avenue, and Blackstone Street/Paige Avenue are provided as opening day improvements. All improvements are to be in accordance with the City of Tulare Improvement Standards and Caltrans requirements, as applicable, and sufficient to improve and maintain LOS at affected intersections to acceptable levels (LOS D or better).</p>	<p>City of Tulare Community Development Department and the City of Tulare Public Works Department</p>	<p>Prior to the operational phase</p>	
<p>Impact 3.12-3: The proposed Project would not adversely affect pedestrian and bicycle facilities.</p>	<p><b>Mitigation Measure 3.12-2:</b> Prior to Design Approval, the project proponent shall coordinate with the City to determine a potential need for new and/or upgraded bicycle lanes along adjacent roadways (i.e. Paige Avenue and Blackstone Street).</p>	<p>City of Tulare Community Development Department and the City of Tulare Public Works Department</p>	<p>Prior to final streetscape design approval</p>	
<p>Impact 4.17: Under cumulative conditions, project implementation would exacerbate levels of service at local intersections or exacerbate cumulatively levels of service on SR-99 Highway Facilities</p>	<p><b>Mitigation Measure 4.0-1:</b> The project applicant shall pay its equitable share cost (i.e., its full fair share, consistent with CEQA Guidelines section 15126.4(a)(4)) toward all identified improvements. Additionally, the City shall monitor and evaluate traffic annually during the months of July or August for the first ten (10) years following occupancy to determine if a signal would be required at the first driveway on Blackstone Street south of Paige Avenue in order to ensure that it operates at an acceptable LOS and that queues on Blackstone Street do not block any driveways. If the results of the traffic monitoring show that a signal warrant is met, the Project Applicant shall be responsible for funding the addition of a raised median on Blackstone Street and the modification of the intersection into a right-in and right-out only project driveway. Except during construction activities or other temporary interruptions, full access shall be maintained at all times for the existing land use on the east side of Blackstone Street.</p>	<p>City of Tulare Community Development Department and the City of Tulare Public Works Department</p>	<p>Prior to project obtaining a building permit, and during the operational phase for monitoring</p>	

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<b>AGENDA ITEM:</b>
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**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET – CONSENT CALENDAR**

**Submitting Department: Community & Economic Development**

**For Council Meeting of: June 4, 2019**

**Documents Attached:  Ordinance  Resolution  Staff Report  Other**

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***AGENDA ITEM:***

Adopt of Resolution 19-\_\_\_ supporting a Finding of No Net Loss on Sites Identified to Accommodate the City of Tulare’s Fifth Cycle Regional Housing Needs Allocation as of June, 2019 pursuant to Government Code Section 65863.

***IS PUBLIC HEARING REQUIRED:***     **Yes**     **No**

***BACKGROUND/EXPLANATION:***

**Regional Housing Needs Allocation**

Every eight years, the California Department of Housing and Community Development (“HCD”) performs an income-based Regional Housing Needs Assessment based on population for each region’s Council of Governments (“COG”). Each COG divides up that income-based need for each city and/or county in its jurisdiction, referred to as a Regional Housing Needs Allocation (“RHNA”). A city is responsible for creating a Housing Element as part of its General Plan to address how it will accommodate and achieve its RHNA need. The Housing Element identifies sites available to accommodate the development of residential units to meet a city’s RHNA need by income level.

Housing assessments and allocations are based on planning periods, which differ from COG to COG. To date, this state-wide process has been undergone in California four times, and the fifth housing-element update cycle is currently underway. For Tulare County, the current planning period is for September 30<sup>th</sup>, 2015 to September 30<sup>th</sup>, 2023 (“Fifth Cycle RHNA Period”).

**New No Net Loss Requirements**

In 2017, the State Legislature passed Senate Bill 166 (codified in Government Code section 65863), enacting “No Net Loss” provisions. A city cannot approve development that reduces the density or changes the affordability of any site that was identified in the Housing Element to accommodate RHNA need unless it proves by a written finding that:

- a) the remaining sites identified to meet RHNA need in the housing element are adequate to accommodate the “lost” units, or

- b) the city identifies and makes available other sites to accommodate the “lost” need within 180 days.

City staff and consultants recently analyzed development on sites identified to meet RHNA need in the City’s 2016 Housing Element to make a no net loss finding.

#### Tulare’s No Net Loss Finding

Tulare’s 2016 Housing Element identified a RHNA need of 4,563 residential units for lower, moderate, and above moderate income households. This is shown in Row 4 on the table on the following page.

The 2016 Housing Element accommodated a total of 6,151 units (Row 10). Although the total units accommodated exceeded the 4,563 unit need, the Housing Element had a deficit of 1,979 lower income units (Row 11). To address this, the City implemented a “rezone” program in 2019, which rezoned several sites to accommodate an additional 2,225 lower income units (Row 16). As of January 2019, the City had a 3,567 surplus of units accommodated to meet RHNA need (Row 19).

Now that several years have passed since the Housing Element was approved, there has been significant construction on the sites identified to meet RHNA need, resulting in changes from the original density and income levels planned and approved in the Housing Element. Though there was a “loss” of 95 moderate and 357 above moderate-income units, there was a gain of 935 lower income units, resulting in a net gain of 483 units accommodated to meet RHNA need (Row 26).

The units accommodated in the Housing Element, the units accommodated for in the “re-zone program,” and the units developed since result in an overall surplus of units in all RHNA categories, as shown in Row 34 of the table on the following page.

Staff recommends that the City Council adopt a resolution making a written finding that there is no net loss as of June 2019 in sites identified to accommodate RHNA need for the Fifth Cycle RHNA period. City staff is monitoring development on other sites identified to accommodate RHNA need through the Housing Element and the rezone program and will bring subsequent no net loss reports to City Council as required by Senate Bill 166.

**Tulare No Net Loss Analysis as of April 2019**

	HE Table	# Units by Income Level			Total
		L	M	AMI	
<b>1 Total RHNA Need Identified in 2016 Housing Element</b>					
2 5th Cycle (2014-2023) RHNA Allocation		1,529	613	1,452	3,594
3 4th Cycle (2006-2013) Unaccommodated Need	3.4	969	0	0	969
<b>4 Total RHNA Need</b>		<b>2,498</b>	<b>613</b>	<b>1,452</b>	<b>4,563</b>
<b>6 Housing Element Sites Identified to Meet RHNA Allocation</b>					
7 Units Built or Under Construction	3.5	0	36	0	36
8 Planned or Approved Projects	3.6	0	274	2,711	2,985
9 Vacant Sites	3.7	519	701	1,910	3,130
<b>10 Total Units Accomodated by 2016 Housing Element</b>		<b>519</b>	<b>1,011</b>	<b>4,621</b>	<b>6,151</b>
<b>11 Surplus / (Unmet Need) in 2016 Housing Element</b>		<b>(1,979)</b>	<b>398</b>	<b>3,169</b>	
<b>13 Rezone Program Implemented January 2019<sup>1</sup></b>					
14 Rezoned Vacant Sites	3.7	1,001	(20)	(226)	755
15 Rezoned New Sites	3.9	1,224	0	0	1,224
<b>16 Total Sites Added / (Lost) from Rezone Program</b>		<b>2,225</b>	<b>(20)</b>	<b>(226)</b>	<b>1,979</b>
<b>18 Total Units Accomodated as of January 2019</b>		<b>2,744</b>	<b>991</b>	<b>4,395</b>	<b>8,130</b>
<b>19 Surplus / (Unmet Need) as of January 2019</b>		<b>246</b>	<b>378</b>	<b>2,943</b>	<b>3,567</b>
<b>21 Net Gain / (Loss) as of April 2019</b>					
22 Units Built or Under Construction	3.5	0	0	0	0
23 Planned or Approved Projects <sup>2</sup>	3.6	0	0	(70)	(70)
24 Vacant Sites <sup>3</sup>	3.7	935	(95)	(287)	553
25 Rezoned New Sites <sup>4</sup>	3.9	0	0	0	0
<b>26 Net Gain / (Loss) as of April 2019</b>		<b>935</b>	<b>(95)</b>	<b>(357)</b>	<b>483</b>
<b>28 Total Units Accomodated as of April 2019</b>					
29 Units Built or Under Construction	3.5	0	36	0	36
30 Planned or Approved Projects	3.6	0	274	2,641	2,915
31 Vacant Sites (including Rezoned Vacant Sites)	3.7	1,454	606	1,623	3,683
32 Rezoned New Sites	3.9	1,224	0	0	1,224
<b>33 Total Units Accomodated as of April 2019</b>		<b>2,678</b>	<b>916</b>	<b>4,264</b>	<b>7,858</b>
<b>34 Surplus / (Unmet Need) as of April 2019</b>		<b>180</b>	<b>303</b>	<b>2,812</b>	<b>3,295</b>

<sup>1</sup> Sites rezoned by City Council Ordinance 18-13 adopted January 15, 2019. Reported in 2018 Housing Element Annual Progress Report.

<sup>2</sup> Vista Terraza, originally planned for 114 AMI units, was approved for 47; Cottonwood Estates, originally planned for 315 AMI units, was corrected to 312.

<sup>3</sup> Includes changes due to development and rezoning. See Table 2 for details.

<sup>4</sup> New sites added by Rezone Program that were not originally in the Vacant Sites inventory.



## RESOLUTION 19-\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE FINDING NO NET LOSS AS OF JUNE 2019 IN SITES IDENTIFIED TO ACCOMMODATE THE FIFTH CYCLE REGIONAL HOUSING NEEDS ALLOCATION PURSUANT TO GOVERNMENT CODE 65863**

**WHEREAS**, the California Department of Housing and Community Development (“HCD”) is responsible for determining the regional housing needs assessment by income level for each council of governments (“COG”) based on population; and

**WHEREAS**, each COG allocates the housing need amongst each jurisdiction within its region in the format of a Regional Housing Needs Allocation Plan (“RHNA”); and

**WHEREAS**, the Tulare County Association of Government’s current Housing Element Planning Period is September 30, 2015 to September 30, 2023, pursuant to Government Code 65588(e)(5) (“Fifth Cycle RHNA Period”); and

**WHEREAS**, the City of Tulare’s (“City”) total RHNA for the Fifth Cycle RHNA Period is 1,529 lower-income units, 613 moderate-income units, and 1,452 above moderate-income units, totaling 3,594 units; and

**WHEREAS**, the City also has an unmet RHNA need carried over from the Fourth Cycle RHNA Period (2006 to 2014) of 969 lower-income units; and

**WHEREAS**, the City adopted its Housing Element for 2015-2023 on April 27, 2016 (“Housing Element”), in which it identified 6,151 total units to meet its RHNA; and

**WHEREAS**, City Council Ordinance 18-13 adopted January 15, 2019 rezoned sufficient sites to accommodate units required by the unmet Fourth Cycle and Fifth Cycle RHNA Periods (“Rezone Program”); and

**WHEREAS**, Government Code Section 65863(c)(1), enacted by Senate Bill 166 in 2017, requires cities to make a written finding of no net loss if it approves development at a lower density or different income level than identified in the Housing Element; and

**WHEREAS**, City staff has reviewed development approved on sites identified to accommodate RHNA need in the Housing Element and by the Rezone Program, and has concluded there has been no net loss as of June 2019 as demonstrated in Exhibit A; and



**WHEREAS**, the City Council desires to approve a written finding that there has been no net loss of sites identified to meet the RHNA.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Tulare, as follows:

1. The foregoing recitals are, and each of them is true and correct and this Council so finds and determines
2. The City Council of the City of Tulare hereby approves a written finding of no net loss as of June 2019 pursuant to Government Code Section 65863(c)(1), as demonstrated by Exhibit A of this resolution.
3. The City Manager or another representative of the Council are hereby authorized and directed, jointly and separately, to do any and all things which they may deem necessary or advisable to effectuate this resolution.

PASSED, ADOPTED and approved this 4<sup>th</sup> day of June 2019.

\_\_\_\_\_  
President of the Council and Ex-Officio  
Mayor 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 June 4, 2019, by the following vote:

Aye(s)\_\_\_\_\_

Noe(s) \_\_\_\_\_ Absent/Abstention(s)\_\_\_\_\_.

Dated: Rob Hunt, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

**EXHIBIT A**  
**Tulare No Net Loss Analysis as of April 2019**

	HE Table	# Units by Income Level			Total
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<b>1 Total RHNA Need Identified in 2016 Housing Element</b>					
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<sup>4</sup> New sites added by Rezone Program that were not originally in the Vacant Sites inventory.

**ORDINANCE NO. 19-01**

**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.*

<b><i>Street</i></b>	<b><i>Location</i></b>
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.*

<b><i>Street</i></b>	<b><i>Location</i></b>
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.*

<b>Street</b>	<b>Location</b>
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).*

<b>Street</b>	<b>Location</b>
Cartmill Avenue	2000' w/o UPRR to Mooney Boulevard

(G H) *Fifty-five mph (unposted).*

<b>Street</b>	<b>Location</b>
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 June, 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

**AGENDA ITEM:**

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

**Submitting Department:** Engineering

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

**AGENDA ITEM:**

Authorize the City Manager to execute a joint use agreement with Southern California Edison Company for the relocation of existing facilities within the right-of-way of Blackstone Street to accommodate construction of public improvements required for the Pilot Travel Center, located at the southwest corner of Paige Avenue and Blackstone Street.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

A condition of the Pilot Travel Center project, which is currently under construction at the southwest corner of Paige Avenue and Blackstone Street, was the construction of an east-bound right-turn lane at the intersection of Paige Avenue and Blackstone Street. This construction will necessitate the relocation of an existing Southern California Edison (SCE) utility pole and street light which was located in an existing SCE easement. SCE is requiring a joint use agreement with the City for the relocation of their facilities to a new location within the City's right-of-way for Blackstone Street, and for the City's use of the existing SCE easement for street purposes.

A copy of the Joint Use Agreement requested by SCE is attached.

**STAFF RECOMMENDATION:**

Authorize the City Manager to execute a joint use agreement with Southern California Edison Company for the relocation of existing facilities within the right-of-way of Blackstone Street to accommodate construction of public improvements required for the Pilot Travel Center, located at the southwest corner of Paige Avenue and Blackstone Street.

**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:** May 24, 2019

**City Manager Approval:** \_\_\_\_\_



RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No.: 203678512  
Serial No.: 72153A  
Affects SCE Doc No.: 102958  
Service Order No.: 801825354

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF TULARE, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

A Grant of Easement from C. S. Bezerra and Dorothy Bezerra, Husband and Wife as Joint Tenants, dated March 31, 1949, and recorded April 6, 1949, in Volume 1357, Page 384, of Official Records of Tulare County, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Blackstone Street in said City of Tulare, County of Tulare, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit B" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", described on the Exhibit "A" and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit B".

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Tulare  
Serial 72153A  
RP FILE: JUA203678512

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Tulare  
Serial 72153A  
RP FILE: JUA203678512

maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_  
Cynthia Calemmo  
Real Estate & Facilities, Advisor  
Land Management-Northern Region  
Real Properties Department

CITY OF TULARE, a municipal corporation of  
the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Tulare  
Serial 72153A  
RP FILE: JUA203678512

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Tulare  
Serial 72153A  
RP FILE: JUA203678512

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A  
JOINT USE AGREEMENT  
SERIAL NO. 72153A

THE WEST 5.00 FEET OF THE EAST 42.00 FEET OF THE SOUTH 30.00 FEET OF THE NORTH 132.44 FEET OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ALSO SHOWN ON PARCEL MAP NO. 5238, RECORDED IN BOOK 53 OF PARCEL MAPS AT PAGE 45, TULARE COUNTY RECORDS, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

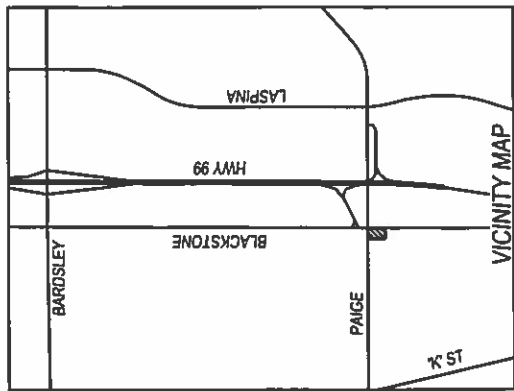
(CONTAINING 150 SF. MORE OF LESS, 0.003 AC. MORE OR LESS)

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

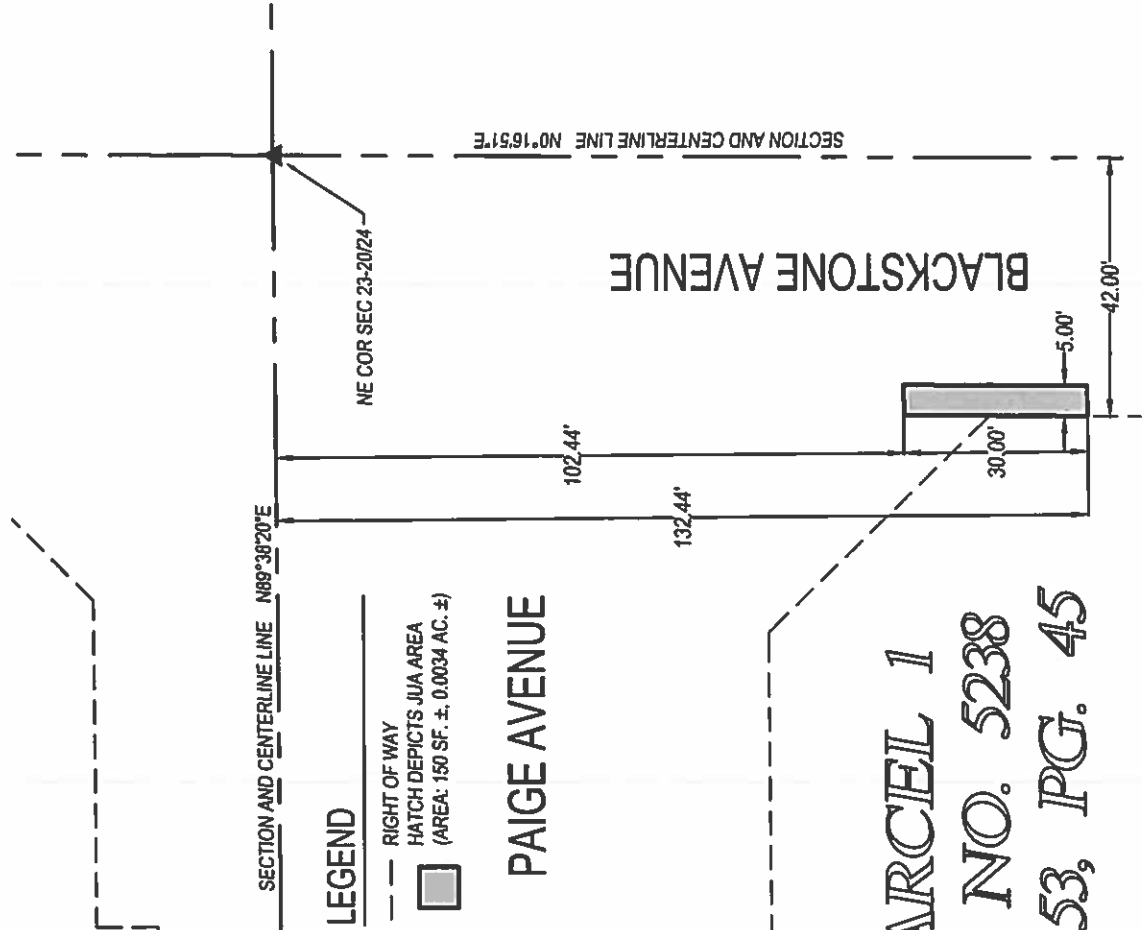


\_\_\_\_\_  
RANDY WASNICK, PLS 8163      DATE





BLACKSTONE AVENUE



**LEGEND**

- RIGHT OF WAY
- ▨ HATCH DEPICTS JUA AREA (AREA: 150 SF. ±, 0.0034 AC. ±)

**PAIGE AVENUE**

**PARCEL 1**  
**PMI NO. 5238**  
**BK 53, PG. 45**



16255	JUA PILOT
16255-JUA	TD1452336
4/10/19	RELOCATION OVER-HEAD
1" = 30'	SERIAL NO. 72153A

**EXHIBIT B**  
**JOINT USE AGREEMENT BETWEEN SCE COMPANY**  
**AND THE CITY OF TULARE**

324 S. SANTA FE, STE. A  
 VISALIA, CA 93292  
 (559) 802-3052

**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering

**For Council Meeting of:** June 4, 2019

**Documents Attached:** £ Ordinance £ Resolution £ Staff Report ¢ Other £ None

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**AGENDA ITEM:**

Approve the Parcel Map filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street, and accept the right-of-way dedication shown thereon.

**IS PUBLIC HEARING REQUIRED:** " Yes ¢ No

**BACKGROUND/EXPLANATION:**

Tentative Parcel Map No. 2018-03 filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street was approved by the Parcel Map Committee on September 10, 2018. This parcel map comprises approximately 0.39 acres, which is to be subdivided into 2 parcels. Parcel 1 will be 0.22 acres and Parcel 2 will be 0.17 acres. The parcel map provides a 20' radius dedication for public right-of-way purposes at the northwest corner of San Joaquin Avenue and "M" Street.

The Engineering Division has examined the parcel map and determined that it is in compliance with the approved tentative parcel map and the Subdivision Map Act.

A copy of the Parcel Map and Parcel Map Committee Resolution No. 790 is attached.

**STAFF RECOMMENDATION:**

Approve the Parcel Map filed by Holmes Properties, LLC, a California Limited Liability Company, for the division of land located at the northwest corner of San Joaquin Avenue and "M" Street, and accept the right-of-way dedication shown thereon.

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

**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 24, 2019

**City Manager Approval:** \_\_\_\_\_



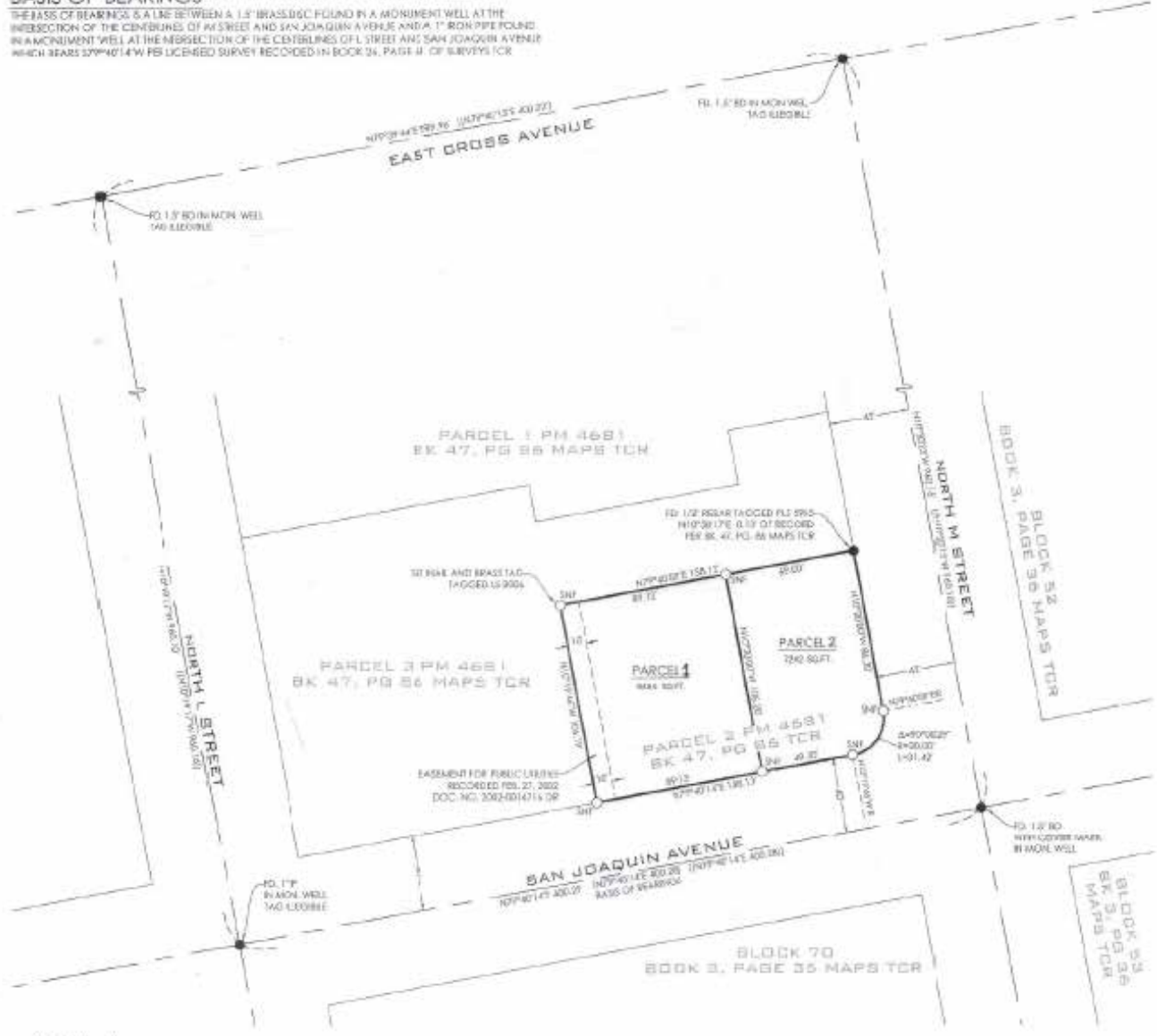
**BASIS OF BEARINGS**

THE BASIS OF BEARINGS IS A LINE BETWEEN A 1.5" BRASS DISC FOUND IN A MONUMENT WELL AT THE INTERSECTION OF THE CENTERLINES OF RESERVE AND SAN JOAQUIN AVENUE AND A 1" IRON PIPE FOUND IN A MONUMENT WELL AT THE INTERSECTION OF THE CENTERLINES OF L STREET AND SAN JOAQUIN AVENUE WHICH BEARS S79°40'14"W PER LICENSED SURVEY RECORDED IN BOOK 26, PAGE 61 OF SURVEYS TCR

**PARCEL MAP NO. \_\_\_\_\_**

IN THE COUNTY OF TULARE  
 BEING A DIVISION OF PARCELS 2 OF PARCEL MAP NO. 481, RECORDED IN BOOK 47, PAGE 86 OF PARCEL MAPS, IN THE OFFICE OF THE TULARE COUNTY RECORDER, IS A PORTION OF THE SW QUARTER OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 34 EAST, MOUNT SHILOH FEDERAL IN THE COUNTY OF TULARE, STATE OF CALIFORNIA

FEBRUARY 2019



**LEGEND**

- INDICATES FOUND MONUMENT AS NOTED
- SET 3/4" X 30" LONG IF TAGGED 0.500X DOWN 0.5 FEET, OR AS NOTED, AT ALL LOT CORNERS AND POINTS OF CURVATURE
- | RECORDED DATA PER PARCELS MAP NO. 481 BOOK 47, PAGE 86 OF MAPS TCR
- || RECORDED DATA PER LICENSED SURVEY BOOK 26, PAGE 61 OF SURVEYS TCR
- SUBJECT PARCEL BOUNDARY
- SM SEARCHED, NOTHING FOUND
- BD BRASS DISC
- MON MONUMENT
- FD FOUND
- TCR TULARE COUNTY RECORDS

ALL DISTANCES IN FEET OR DECIMALS THEREOF



RESOLUTION NO. 790

FILE COPY

**A RESOLUTION OF THE CITY OF TULARE PARCEL MAP COMMITTEE  
FOR TENTATIVE PARCEL MAP APPLICATION NO. 2018-03**

**WHEREAS**, the Parcel Map Committee of the City of Tulare duly convened at a regular meeting on September 10, 2018 and approved the request by Todd Hoffman to create 2 parcels of record from one existing parcel (170-253-017) on property located at the northwest corner of San Joaquin Avenue and 'M' Street, which is zoned RM-3 (Multi Family Residential); and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map provides required dedications and easements to be recorded by final parcel map; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is in conformance with the goals and objectives of the General Plan; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map will not have significant effect on surrounding properties and improvements in the vicinity of the project site; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended; and,

**WHEREAS**, the Parcel Map Committee determined that the proposed parcel map is consistent with the Tulare Municipal Code,

**NOW, THEREFORE, BE IT RESOLVED** by the Parcel Map Committee that the project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Parcel Map Committee that Tentative Parcel Map 2018-03 is hereby approved and subject to the following conditions:

- 1) All requirements of Title 10 shall be met.
- 2) A final map shall be recorded in substantial compliance with the tentative parcel map number 2018-03.
- 3) Applicant shall comply with the attached Engineering conditions.

**Engineering Conditions:**

1. Easements will be required for all public utilities to be located outside of dedicated rights-of-way. Six-foot public utility easements are required along all street frontages, unless otherwise waived by

the City Engineer. Additional easements may be required for ingress/egress, drainage, or shared trash enclosures.

2. The following right-of-way dedications are required for street/alley purposes: 20 foot property corner chamfer at the northwest corner of San Joaquin Ave. and "M" Street.
3. All design and construction of public improvements shall be in accordance with applicable City Standards, Specifications, Ordinances, and Standard Operating Procedures, unless specifically modified elsewhere in these conditions. These engineering conditions are intended to deal with major issues apparent to the Engineering Department while reviewing this development proposal. Nothing in these conditions precludes the City Engineer 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.
4. 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.
5. All applicable City fees shall apply unless specifically waived or modified elsewhere in these conditions. All fees shall be based on the current fee schedule in effect at the time of recordation of the final map. These fees include, but are not limited to:
  - Parcel map plan check fee to be paid at time of map submittal.

**PASSED, APPROVED AND ADOPTED** this tenth day of September, 2018 by the following recorded vote:

AYES: Myers, Miller, Miller  
NOES: D  
ABSENT: D  
ABSTAIN: D

Sandy Miller  
SANDY MILLER, CHAIRMAN  
City of Tulare Parcel Map Committee

ATTEST:

Josh McDonnell  
JOSH McDONNELL, VICE-CHAIRMAN  
City of Tulare Parcel Map Committee

**AGENDA ITEM:**

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

**Submitting Department:** Finance

**For Council Meeting of:** June 4, 2019

**Documents Attached:** £ Ordinance T Resolution £ Staff Report T Other £ None

---

**AGENDA ITEM:**

Adopt Resolution of Intent 19-\_\_\_ receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 18, 2019, as the public hearing date regarding annual downtown district assessments.

**IS PUBLIC HEARING REQUIRED:** T Yes £ No

**BACKGROUND/EXPLANATION:**

The City Code requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the Tulare Downtown Association (TDA) Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2019.

The report and resolution of intent to levy assessments are the first steps in this annual process. A TDA Board Member, will review the report in detail during the public hearing scheduled for June 18. The only action required at the June 4 meeting is adoption of the resolution receiving the draft report, declaring the intent to levy assessments, and setting June 18 as the public hearing date.

**STAFF RECOMMENDATION:**

Adopt Resolution of Intent 19-\_\_\_ receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 18, 2019, as the public hearing date regarding annual downtown district assessments.

**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:** Darlene Thompson      **Title:** Finance Director

**Date:** May 14, 2019      **City Manager Approval:** \_\_\_\_\_

TULARE DOWNTOWN ASSOCIATION

Annual Report



2019-2020

Carlos Melendez, President

## TULARE DOWNTOWN ASSOCIATION

### Board of Directors

**Member- At-Large**      **Don LeBaron**  
830 Sycamore, Tulare, CA 93274, 936-3244

**Member-At-Large**      **Diana Dodds – SECRETARY 2014-2018**  
WestAmerica Bank, 140 E Tulare Ave, Tulare, CA 93274

**Terms Expire June 30, 2022**

**Zone A**                      **Carlos Melendez**  
Unique Enterprises, PO Box 2327, (559)936-3839

**Zone A**                      **Isaiah Sanchez**  
Irene's Hope Chest, 233 S K St, Tulare, CA 93274, (559) 685-1275

**Zone A**                      **Lino Pimentel**  
Lino Pimentel Real Estate, 260 N "J" St, Tulare, CA 93274 (559) 688-1900

**Zone B**                      **Rigo Moya**  
Rigo Signs, 301 E Inyo Ave, Tulare, CA 93274, (559) 687-8750

**Zone B**                      **Jackie Paull**  
Life Star Ambulance, 234 N M St, Tulare, CA 93274 (559) 688-2550

**Terms Expire June 30, 2021**

**Zone A**                      **Dwayne Thompson**  
Tulare Pawn and Jewelry, (559) 686-7296

**Zone A**                      **Christina Garcia**  
Glitz Luxury Salon, 242 N L St., Tulare, CA 93274, (559) 329-5181

**Zone B**                      **Karen Bravo**  
Land O Lakes, 400 S M St, Tulare, CA 93274, (559) 687-8287

**Terms Expire June 30, 2020**

**Zone A**                      **Bonnie Bainbridge**  
200 N "L" Street, Tulare, CA 93274 (559) 686-6431

### City Appointments

**City Council**              **Greg Nunley**  
411 E. Kern Avenue Tulare, CA 93274 (559) 684-4200

**Police Department**      **Sgt. Tim Ramirez**, Tulare Police Department

## Past Projects and Objectives

Addressed issue of synthetic cannabinoid control ordinance, implemented 24-Hour downtown graffiti removal initiative, assisted with homeless/vagrants in downtown, implemented the Tower Square PBID and established Tulare Downtown Foundation.

## Recent Projects and Objectives

This past year the Association continued aggressive pursuit of many goals:

- Management of the Tower Square PBID
  - Assisting property owners in renewing PBID for 10 year period.
  - Implementing capital improvements to property.
  - Continuing with Tower Square common area clean up.
- The TDA "Clean and Safe" program for Downtown.
  - Procured and assembled cleaning cart
  - Currently have one cart in part-time operation on downtown streets.
- TDA maintains a list of properties available in the downtown area and acts as a resource.
- Continued strengthening the bond between downtown and outlying businesses by:
  - Production of 20<sup>th</sup> annual Cinco de Mayo
  - Production of the 25<sup>th</sup> annual "Summer Sally" teaming with Altura Centers for Health for distribution of school supplies to over 500 elementary students.
  - Production of a successful downtown Wine Walk event.
  - Production of the annual Children's Christmas Parade.
- Meetings with crow abatement company using hawks for humane re-assigning of crows.

## 2019-2020 Outlook

For this fiscal year the Tulare Downtown Association:

- Continues its representation of the downtown Business and Parking District.
- Continues implementation of the Clean and Safe program for Downtown Tulare.
- Utilizes the Tulare Downtown Foundation to secure grant funding for infrastructure improvement.
- Supports and manages the Tulare Tower Square PBID
- Implements improved real estate vacancy tracking system.
- Work in conjunction with the Tulare Arts Foundation to improve way finding signage and other aesthetic features of the downtown area.

- Thru the Tulare Downtown Foundation, continues to assist in producing events that attract outside businesses to the downtown:
  - Cinco de Mayo
    - §
  - Spring Street Fair Business Promo
    - § Recruitment of surrounding businesses to participate
  - Summer Sally
    - § Joint effort with Altura Centers for Health placing school supplies with hundreds of Tulare elementary school children.
  - Wine Walk
    - § Recruiting Valley wineries to showcase their products in Downtown Tulare.
  - Community Tree Lighting and Parade
    - § Continue to assist in making this Tulare's premier winter holiday event

Conclusion: The Board will continue to support efforts that add to the success of the Tulare downtown area and make recommendations to the City of Tulare regarding same.



Tulare City Council  
411 East Kern Avenue  
Tulare, California 93274

The Tulare Downtown Association Inc. Board of Directors, offers the following recommendations for the management and operation of activities associated with the Tulare Parking and Business Area during the fiscal year (July 1, 2018-June 30, 2019):

- No changes in boundaries or benefit zones.
- Continue working with City Staff on projects and business recruitment.
- Continue to track real estate and work with realtors.
- Work with the City, Code Enforcement and Police Department to control graffiti, vandalism and crime in the downtown.
- Continue to evaluate the events and special activities this organization produces to address the demands of a changing economy and the downtown business community.
- Continue to work with the Tulare Chamber of Commerce as well as other organizations and individuals in their efforts to encourage growth in Downtown Tulare.
- Support efforts to market and develop attractions in the downtown, encourage other groups and individuals in producing events and attractions, implement new strategies aligned with existing strategies to improve the business climate in the downtown.
- Continue efforts to develop cooperative marketing plans with Association members and the downtown at large.
- Attached is the approved TDA budget of the cost of providing the improvements and the activities for fiscal year 2019-2020.
  - Reflects only assessment revenue as contributions and other revenue are now the responsibility of the Foundation.

Carlos Melendez, President  
Tulare Downtown Association

# Tulare Downtown Association

## Budget

Accrual Basis

July 2019 through June 2020

Ordinary Income/Expense	
Income	
401 · District Assessments	72,000.00
410 · Promotional Income	0.00
420 · Other Income	0.00
Total Income	<u>72,000.00</u>
Expense	
700 · Administrative Expenses	
701 · Liability Insurance	2,822.96
702 · Office Rent	6,420.00
703 · Office Supplies	600.00
704 · Other Admin Exp	0.00
705.1 · Coordinator	39,000.00
705.2 · Office Assistant Salary	9,000.00
706 · PR Taxes and Benefits	5,100.00
707 · Professional Services	4,680.09
708 · Telephone Expense	2,304.00
709 · Utilities	1,176.00
715 · Office Equipment Exp	0.00
716 · Depreciation	0.00
700 · Administrative Expenses - Other	0.00
Total 700 · Administrative Expenses	<u>71,103.05</u>
720 · Architectural Design & Parking	0.00
730 · Market Recruit & Retention	0.00
750 · Promotional Expenses	0.00
761 · Gift Certificates	912.00
800 · Uncategorized Expenses	0.00
Total Expense	<u>71,103.05</u>
Net Ordinary Income	-15.05
Other Income/Expense	15.05
Net Income	<u>0.00</u>

NOTE: This report reflects only assessment income.  
Event funding and expense now the responsibility of the Tulare Downtown Foundation.

**RESOLUTION 19-\_\_\_**

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL  
OF THE CITY OF TULARE TO LEVY AN ANNUAL ASSESSMENT  
FOR THE 2019/20 FISCAL YEAR FOR THE TULARE DOWNTOWN  
PARKING AND BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, the City of Tulare, pursuant to Streets and Highways Code Sections 36500 et seq. and Tulare City Code Chapter 8.48, has previously created the Tulare Downtown Parking and Business District and has created two benefit zones within said District; and

**WHEREAS**, the City Council has designated the Tulare Downtown Association (TDA) Board of Directors as the Advisory Board for said District; and

**WHEREAS**, pursuant to Streets and Highways Code Section 46533, said Advisory Board has prepared a report for the 2019/20 fiscal year for said District and has presented same to the City Council; and

**WHEREAS**, it is appropriate and necessary that the City Council review said report, act upon and establish a date for a public hearing for consideration of levying of an annual assessment for the 2019/20 fiscal year for the Tulare Downtown Parking and Business Improvement District.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, TO WIT:**

1. The City Council has received the report filed by the TDA Board of Directors acting as the Advisory Board to the City Council for purposes of the Tulare Downtown Parking and Business Improvement District.
2. The proposed improvements and activities to be carried out during the 2019/20 fiscal year are as set forth in Attachment "A" attached hereto and incorporated herein by this reference.
3. The report from the TDA Board of Directors for the 2019/20 fiscal year is on file with the City Clerk and the same contains a full and detailed description of the improvements and activities to be provided for said fiscal year and the proposed assessments to be levied upon the businesses within the area for said fiscal year.
4. June 18, 2019, at the hour of 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street, Tulare, California is the time and place fixed for a public hearing to be held by the City Council on the levying of the proposed assessments for the 2019/20 fiscal year.

5. At said public hearing, written and oral protests may be made. Any such protests shall comply with the requirements of Streets and Highways Code Section 36524 and 36525.
6. The City Clerk is herewith directed to give notice of the public hearing by causing this Resolution of Intention to be published once in the Tulare Advance-Register not later than seven days before the date of said public hearing.

**Passed, approved and adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor 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 June 4, 2019, by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Abstention(s) \_\_\_\_\_

Dated: ROB HUNT, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy

## EXHIBIT "A"

The Tulare Improvement Program, Incorporated, Board of Directors, offers the following recommendations for the management and operation of activities associated with the Tulare Parking and Business Area during the 2019/20 fiscal year (July 1, 2019 - June 30, 2020):

- (1) Recommend no changes in boundaries or benefit zones.
- (2) Continue to work closely with city staff, in implementing the program of the Downtown Project Area, and to aggressively recruit new business to Downtown Tulare.
- (3) Continue to carefully track real estate opportunities and challenges, assisting and working with real estate professionals.
- (4) Continue to work with the city in efforts to control graffiti and other vandalism in the downtown.
- (5) Continue to produce special events that focus attention and generate traffic to the downtown, helping to establish the downtown as the cultural center and as a place of activity in the community.
- (6) Continue to support the Greater Tulare Chamber of Commerce, as well as other organizations and individuals, in their efforts to encourage growth in Downtown Tulare.
- (7) Continue to support efforts to market and develop attractions in the downtown, such as murals, Tower Square, Zumwalt Park activities and the beneficial activities produced by various other groups.

**AGENDA ITEM:**

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

**Submitting Department:** Finance

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Approve agreement with Philip M. Smith to construct and finance utility connection and/or side walk, curb, gutter, and driveway construction and place costs thereof on property tax rolls in installments.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Resolution No. 97-4314, dated May 6, 1997, of the City Council of the City of Tulare, and Resolution No. 97-511, dated April 17, 1997, of the Board of Public Utilities of the City of Tulare, authorized the adoption of the provisions of Streets & Highways Code Sections 5870 et seq., under the 1911 Act, for the purpose of financing certain costs and declaring the repayment of same to be assessed against property owners and placed on the property tax rolls.

An agreement has been entered into with Philip M. Smith to connect to the City's sewer, water system or curb, gutter and driveway construction and place those costs on the property tax rolls in installments.

**STAFF RECOMMENDATION:**

Approve agreement with Philip M. Smith to construct and finance utility connection and/or side walk, curb, gutter, and driveway construction and place costs thereof on property tax rolls in installments.

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

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

**Submitted by:** Darlene Thompson

**Title:** Finance Director

**Date:** May 21, 2019

**Interim City Manager Approval:** \_\_\_\_\_

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT**  
**SUMMARY OF ALL INVESTMENTS**  
**APRIL 30, 2019**

**AGENDA ITEM**

TYPE OF INVESTMENT	BOOK VALUE	MARKET VALUE	CURRENT YIELD	BOOK VALUE	
				VALUE	% OF TOTAL
UNRESTRICTED INVESTMENTS - SEE PAGE 2	135,620,674	134,649,059	2.238%		63.88%
RESTRICTED INVESTMENTS - SEE PAGE 4	76,676,514	76,293,643	N/A		36.12%
<b>TOTAL INVESTMENTS</b>	<b>212,297,188</b>	<b>210,942,702</b>	<b>N/A</b>		<b>100.00%</b>

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 May 20, 2019. Presented to the Board of Public Utility Commissioners on May 20, 2019.

Respectfully submitted, Darlene J. Thompson, CPA, Finance Director/Treasurer *Darlene J. Thompson*  
5-20-19  
Date

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF UNRESTRICTED INVESTMENTS**  
**APRIL 30, 2019**

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED GAIN/(LOSS):		ESTIMATED EARNINGS:		BOOK VALUE % OF U/I~
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			THIS MONTH	LAST MONTH	ANNUAL	THIS MONTH	
Petty Cash	N/A	N/A	N/A	N/A	None	N/A	6,825	N/A	N/A	N/A	N/A	0.01%
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	None	N/A	5,370,226	N/A	N/A	N/A	N/A	3.96%
		On Demand					5,370,226	N/A	N/A	N/A	N/A	
							Balance per bank is \$5,485,048					
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A	N/A	N/A	39,500,000	5,805	965,775	965,775		29.13%
		On Demand	2.445%				* 39,505,805	4,849	80,481	80,481		
<b>Sub-Total</b>							44,877,051	5,805	965,775	965,775		33.09%
							44,882,856	4,849	80,481	80,481		
Fixed Income Investments	Various (See page 5-9)		N/A	N/A	N/A	N/A	84,293,623	(977,420)	1,660,868	1,660,868		62.15%
Investments in Safekeeping With BNY Western Trust Company			1.990%				83,316,203	(981,466)	138,406	138,406		
Commerical Paper	Investments in Safekeeping With City Clerk		6.000%	N/A		N/A	6,450,000	0	387,000	387,000		4.76%
			6.000%				6,450,000	0	32,868	32,868		
<b>TOTAL UNRESTRICTED INVESTMENTS</b>							135,620,674	(971,615)	3,013,643	3,013,643		100.00%
			2.238%				134,649,059	(976,617)	251,755	251,755		

\* LAIF market values are based on the most currently available amortized cost information - March, 2019:

1.000146954

~ U/I = Unrestricted Investments



**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF RESTRICTED INVESTMENTS**  
**APRIL 30, 2019**

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
<b>Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):</b>								
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	4,052,666	4,052,666	04-30-19
2009 Sewer Revenue Bonds (Account No. 133007000)	U.S. Bank Trust	Various	On Demand	Various	N/A	40	40	04-30-19
U S Bk Mmkt	U.S. Bank Trust	08-06-09	08-06-19	3.812% Reserve Fund	N/A	6,153,807	6,153,807	04-30-19
Ge Funding Cap Mkt Sves GIC	Ge Funding					6,153,847	6,153,847	
2012 Sewer Revenue Refunding Bonds (Account No. 162033000)	U.S. Bank Trust	Various	On Demand	Various	N/A	387,117	387,117	04-30-19
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	926,012	926,012	04-30-19
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	1,313,129	1,313,129	04-30-19
2013 Sewer Revenue Refunding Bonds (Account No. 203701000)	U.S. Bank Trust	Various	On Demand	Various	N/A	352	352	04-30-19
U S Bk Mmkt	U.S. Bank Trust	08-01-13	11-15-22	2.310%	N/A	2,745,126	2,745,126	04-30-19
Guarantee Invest. Cont.	Bayerische Landesbank					2,745,478	2,745,478	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)	U.S. Bank Trust	Various	On Demand	Various	N/A	299,919	299,919	04-30-19
U S Bk Mmkt	U.S. Bank Trust	11-15-15	11-15-25	1.960% Reserve Fund	N/A	6,668,131	6,668,131	04-30-19
Investment Repurchase GIC	Bayerische Landesbank					6,968,050	6,968,050	
2016 Sewer Revenue Refunding Bonds (Account No. 260)	U.S. Bank Trust	Various	On Demand	Various	N/A	2,191,402	2,191,402	04-30-19
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various Reserve Fund - 2009 Sewer Bonds	N/A	662,544	662,544	04-30-19
Cash	U S Treasuries	Various	11-15-16 to 11-15-19	1.125% - 3.75% Reserve Fund - 2009 Sewer Bonds	N/A	50,125,526	49,742,655	04-30-19
U S Treasuries	U S Treasuries					52,979,472	52,596,601	
2017 Water Revenue Bonds (Account No. 219189000)	U.S. Bank Trust	Various	On Demand	Various	N/A	2,470,663	2,470,663	04-30-19
U S Bk Mmkt	U.S. Bank Trust					2,470,663	2,470,663	

- CONTINUED ON PAGE 4 -



**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS**  
**APRIL 30, 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				
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS</b>									
Federal Home Ln Bks	3130A8MP5	07-13-16	10-13-20 C	1.375%	1.390%	1,500,000	1,500,000	(21,255)	20,625
Federal Home Ln Bks	3130A6MH7	10-28-15	10-28-20 C	1.720%	1.740%	2,000,000	2,000,000	(19,720)	34,400
Federal Nat'l Mortgage Assoc	3136G4AB9	09-30-16	12-30-20 C	1.500%	1.520%	1,500,000	1,500,000	(20,130)	22,500
Federal Farm Credit Banks	3133EGMP7	07-19-16	01-19-21 C	1.440%	1.460%	1,000,000	999,250	(14,240)	14,400
Federal Farm Credit Banks	3133EJAW9	01-29-18	01-29-21 C	2.250%	2.250%	1,500,000	985,010	(15,030)	1,200
Federal Farm Credit Banks	3133EGKA2	07-06-16	07-06-21 C	1.500%	1.453%	2,500,000	2,500,000	(43,925)	37,500
Federal Nat'l Mortgage Assoc	3136G3A70	07-27-16	07-27-21 C	1.500%	1.530%	1,000,000	998,750	(15,850)	15,000
Federal Nat'l Mortgage Assoc	3136G3G90	07-27-16	07-27-21 C	1.550%	1.580%	1,000,000	999,500	(15,530)	15,500
Federal Nat'l Mortgage Assoc	3136G3C78	07-28-16	07-28-21 C	1.550%	1.580%	1,000,000	999,250	(15,300)	15,500
Federal Nat'l Mortgage Assoc	3136G3I30	07-28-16	07-28-21 C	1.600%	1.620%	2,000,000	2,000,000	(29,940)	32,000
Federal Nat'l Mortgage Assoc	3136G3R72	07-28-16	07-28-21 C	1.650%	1.670%	2,000,000	1,970,060	(30,680)	2,667
Federal Nat'l Mortgage Assoc	3136G4EF6	10-28-16	07-28-21 C	1.500%	1.530%	1,500,000	1,972,260	(27,740)	33,000
Federal Nat'l Mortgage Assoc		07-28-16	07-28-21 C			1,500,000	1,474,305	(25,695)	22,500
								(26,370)	1,875

Per BNY WTC

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- CONTINUED ON PAGE 6 -

**CITY OF TULARE  
SUMMARY TREASURER'S REPORT, CONTINUED  
FIXED INCOME INVESTMENTS, CONTINUED  
APRIL 30, 2019**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED		ESTIMATED	
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:		
								THIS MONTH	LAST MONTH	ANNUAL	THIS MONTH
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</b>											
			**				Per BNY WTC				
Federal Home Loan Mfg Corp	3134G94T1	08-24-16	08-24-21	1.550%	1.580%	2,000,000	2,000,000	(39,880)	31,000		
		08-24-16	08-24-21	1.500%	1.530%	1,500,000	1,473,150	(26,850)	22,500		
		08-25-16	08-25-21	1.625%	1.650%	3,000,000	2,950,380	(49,620)	48,750		
		08-25-16	08-25-21	1.500%	1.530%	1,500,000	1,473,090	(26,910)	22,500		
		09-29-16	09-29-21	1.650%	1.680%	2,000,000	1,966,640	(33,360)	33,000		
		09-30-16	09-30-21	1.625%	1.650%	2,000,000	1,999,200	(33,100)	32,500		
		09-30-16	09-30-21	1.625%	1.650%	2,000,000	1,967,380	(32,620)	32,500		
		09-30-16	09-30-21	1.500%	1.530%	1,500,000	1,499,775	(28,560)	22,500		
		10-12-16	10-12-21	1.700%	1.730%	1,500,000	1,476,585	(23,415)	25,500		
		10-12-16	10-12-21	1.580%	1.610%	1,500,000	1,472,640	(27,360)	23,700		
		10-13-16	10-13-21	1.650%	1.680%	2,255,000	2,255,000	(35,336)	37,208		
		10-25-16	10-25-21	1.550%	1.580%	1,500,000	1,500,000	(29,115)	23,250		
								(29,295)	1,938		

- CONTINUED ON PAGE 7 -

**CITY OF TULARE  
SUMMARY TREASURER'S REPORT, CONTINUED  
FIXED INCOME INVESTMENTS, CONTINUED  
APRIL 30, 2019**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	MARKET VALUE	UNREALIZED GAIN/(LOSS):		ESTIMATED EARNINGS:	
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				THIS MONTH	LAST MONTH	ANNUAL	THIS MONTH
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</b>												
Federal Home Ln Mtg Corp	3134GATC8	11-10-16		1.700%		2,500,000	2,500,000	2,459,375	(40,625)	(41,250)	42,500	3,542
			**				Per BNY WTC					
Federal Farm Credit Bks	3133EJDR7	02-22-18		2.740%		1,500,000	1,499,475	1,500,045	570	555	41,100	3,425
Federal Home Ln Mtg Corp	3134GAUB8	11-22-16		1.650%		2,000,000	2,000,000	1,965,000	(35,000)	(35,540)	33,000	2,750
Federal Nat'l Mtg Corp	3136G4GM9	11-23-16		1.600%		2,000,000	2,000,000	1,964,600	(35,400)	(35,260)	32,000	2,667
Federal Home Ln Mtg Corp	3134GBK68	10-02-17		2.000%		2,000,000	1,998,500	1,981,180	(17,320)	(17,520)	40,000	3,333
Federal Home Ln Mtg Corp	3134GAYV0	12-30-16		2.000%		2,000,000	2,000,000	1,980,300	(19,700)	(19,880)	40,000	3,333
Federal Farm Credit Bks	3133EHYQ0	09-14-17		1.950%		1,500,000	1,500,000	1,483,485	(16,515)	(15,450)	29,250	2,438
Federal Home Ln Mtg Corp	3134GBXU1	07-27-17		2.250%		1,500,000	1,500,000	1,484,775	(15,225)	(14,985)	33,750	2,813
Federal Nat'l Mtg Assoc.	3136G4NQ2	08-23-17		2.000%		1,500,000	1,498,500	1,474,920	(23,580)	(22,815)	30,000	2,500
Federal Home Ln Mtg Corp	3130AC2L7	08-24-17		2.150%		1,500,000	1,500,000	1,489,140	(10,860)	(11,490)	32,250	2,688
Federal Farm Credit Bks	3133EHXZ1	09-12-17		2.000%		1,500,000	1,500,000	1,476,645	(23,355)	(15,825)	30,000	2,500
Federal Home Ln Mtg Corp	3134GBM74	09-29-17		2.150%		1,500,000	1,499,250	1,490,955	(8,295)	(9,165)	32,250	2,688

- CONTINUED ON PAGE 8 -

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**APRIL 30, 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				
							MARKET VALUE	LAST MONTH	THIS MONTH
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</b>									
Federal Farm Credit Bks	3133EHF73	10-17-17	10-17-22	2.280%	2.290%	1,500,000	1,500,000	(7,680)	34,200
							1,492,320	(7,200)	2,850
Federal Home Ln Banks	3130ACJU9	10-26-17	10-26-22	2.250%	2.270%	2,000,000	2,000,000	(19,200)	45,000
							1,980,800	(18,760)	3,750
Federal Nat'l Mtg Corp	3136G4PV9	10-27-17	10-27-22	2.250%	2.260%	1,500,000	1,500,000	(8,940)	33,750
							1,491,060	(8,550)	2,813
Federal Home Loan Mtg Corp	3134GBW73	11-22-17	11-22-22	2.350%	2.370%	2,000,000	2,000,000	(14,860)	47,000
							1,985,140	(14,280)	3,917
Federal Farm Credit Bks	3133EHT9	05-31-17	11-25-22	2.220%	2.250%	2,000,000	1,999,700	(28,520)	44,400
							1,971,180	(28,380)	3,700
Federal Home Loan Mtg Corp	3134GBY63	11-28-17	11-28-22	2.400%	2.420%	2,000,000	2,000,000	(16,820)	48,000
							1,983,180	(16,400)	4,000
Federal Home Loan Mtg Corp	3134GB4U3	12-29-17	12-29-22	2.400%	2.420%	2,000,000	2,000,000	(14,600)	48,000
							1,985,400	(13,980)	4,000
Federal Home Loan Mtg Corp	3134GSCQ6	02-23-18	02-23-23	2.750%	2.750%	2,000,000	2,000,000	340	55,000
							2,000,340	900	4,583
Federal Home Loan Mtg Corp	3134GSDH5	02-23-18	02-23-23	2.850%	2.850%	2,000,000	2,000,000	200	57,000
							2,000,200	620	4,750
Federal Home Ln Banks	3130AESZ4	08-22-18	08-22-23	3.200%	3.200%	2,000,000	2,000,000	3,080	64,000
							2,003,080	4,260	5,333
Federal Home Mtg Corp	3134GSXW0	09-27-18	09-27-23	3.250%	3.240%	1,500,000	1,500,000	3,510	48,750
							1,503,510	4,545	4,063
Federal Nat'l Mtg Corp	3136G4TP8	10-04-18	09-27-23	3.300%	3.290%	1,050,000	1,049,213	3,685	34,650
							1,052,898	4,515	2,888

Per BNY WTC

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- CONTINUED ON PAGE 9 -

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**APRIL 30, 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				
<b>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</b>									
Federal Farm Credit Bks							Per BNY WTC		
	3133EJE39	10-04-18		3.340%		1,000,000	1,000,000	3,150	33,400
		10-04-23	C	3.330%			1,003,150	4,460	2,783
Government National Mortgage Association II Pool		01-24-94		8.500%		N/A	435	(9)	35
	36202AHH3	09-20-22		8.140%			426	(10)	3
<b>TOTAL FIXED INCOME INVESTMENTS</b>							84,293,623	(977,420)	1,660,868
All are in safekeeping with BNY Western Trust Company				1.990%			83,316,203	(981,466)	138,406

~ U/I = Unrestricted Investments

CITY OF TULARE  
SUMMARY TREASURER'S REPORT, CONTINUED  
COMMERICAL PAPER  
APRIL 30, 2019

INSTITUTION	CUSIP NUMBER	INTEREST RATES:		DATES:		BOOK VALUE	MARKET VALUE	UNREALIZED		ESTIMATED EARNING:
		STATED	CURRENT YIELD	ACQUISITION	INVESTED			GAIN/(LOSS)	THIS MONTH	
Tulare Local Healthcare District		6.000%		02/19/2019		6,450,000		0		387,000
		6.000%		02/19/2024		6,450,000		0		32,868
<b>TOTAL COMMERICAL PAPER</b>		6.000%				<u>6,450,000</u>		<u>0</u>		<u>387,000</u>
										<u>32,868</u>

Safekeeping with City Clerk's Office



**CITY OF TULARE**  
**TREASURER'S EXECUTIVE SUMMARY**  
**APRIL 30, 2019**

**CHANGES IN BALANCES AND YIELDS:**

CATEGORY	BOOK VALUE		MARKET VALUE		AVERAGE STATED YIELD		
	APRIL	MARCH	CHANGE	DIFFERENCE	APRIL	MARCH	CHANGE
Total Investments	212,297,188	206,046,160	6,251,028		N/A	N/A	N/A
	<u>210,942,702</u>	<u>204,633,028</u>	<u>6,309,674</u>				
	(1,354,486)	(1,413,132)	58,646				
Unrestricted Investments	135,620,674	127,817,057	7,803,617		2.238%	1.991%	0.247%
	<u>134,649,059</u>	<u>126,841,420</u>	<u>7,807,639</u>				
	(971,615)	(975,637)	4,022				
Restricted Investments	76,676,514	78,229,103	(1,552,589)		N/A	N/A	N/A
	<u>76,293,643</u>	<u>77,791,608</u>	<u>(1,497,965)</u>				
	(382,871)	(437,495)	54,624				
Local Agency Investment Fund (LAIF)	39,500,000	33,000,000	6,500,000		2.445%	2.436%	0.009%
	<u>39,503,805</u>	<u>33,004,849</u>	<u>6,500,956</u>				
	5,805	4,849	956				
Fixed Income Investments (Total)	84,293,623	86,293,635	(2,000,012)		1.990%	2.020%	-0.030%
	<u>83,316,203</u>	<u>85,313,149</u>	<u>(1,996,946)</u>				
	(977,420)	(980,486)	3,066				
Commerical Paper	6,450,000	6,000,000	450,000		6.000%	6.000%	0.000%
	<u>6,450,000</u>	<u>6,000,000</u>	<u>450,000</u>				
	0	0	0				

**TRANSACTIONS (BOOK VALUE): \***

CATEGORY	PURCHASES		SALES / CALLS	
	APRIL	MARCH	APRIL	MARCH
Certificates of Deposit			Commercial Paper	450,000
Fixed Income Investments		0	Fixed Income Investments	450,000
			Government National Mortgage Assn. Poo	12
			Federal Home Loan Bks, 3.125%	1,000,000
			Federal Home Loan Bks, 3.00%	1,000,000
		0		2,000,012

**CITY OF TULARE**  
**INVESTMENTS BALANCE AND YIELD HISTORY FOR EIGHT MONTHS**  
**APRIL 30, 2019**

**BALANCES:**

CATEGORY	BOOK VALUE MARKET VALUE DIFFERENCE							
	MARCH 2019	FEBRUARY 2019	JANUARY 2019	DECEMBER 2018	NOVEMBER 2018	OCTOBER 2018	SEPTEMBER 2018	AUGUST 2018
Total Investments	206,046,160	209,714,111	206,896,976	206,176,823	199,386,742	205,315,480	207,528,308	204,965,957
	204,633,028	207,477,204	204,650,777	203,683,101	195,886,256	201,320,005	203,581,639	201,492,890
	(1,413,132)	(2,236,907)	(2,246,199)	(2,493,722)	(3,500,486)	(3,995,475)	(3,946,669)	(3,473,067)
Unrestricted Investments	127,817,057	127,957,486	124,826,967	124,640,151	112,793,424	119,285,429	120,993,021	119,123,629
	126,841,420	126,307,866	123,277,502	122,893,246	110,195,034	116,259,324	118,048,049	116,600,286
	(975,637)	(1,649,620)	(1,549,465)	(1,746,905)	(2,598,390)	(3,026,105)	(2,944,972)	(2,523,343)
Restricted Investments	78,229,103	81,756,625	82,070,009	81,536,672	86,593,318	86,030,051	86,535,287	85,842,328
	77,791,608	81,169,338	81,423,275	80,789,855	85,691,222	85,060,681	85,533,590	84,892,604
	(437,495)	(587,287)	(646,734)	(746,817)	(902,096)	(969,370)	(1,001,697)	(949,724)
Local Agency Investment Fund (L.A.I.F.)	33,000,000	28,000,000	28,000,000	29,000,000	16,500,000	24,185,520	29,000,000	30,500,000
	33,004,849	27,973,432	27,973,432	28,937,140	16,464,235	24,133,096	28,945,679	30,442,870
	4,849	(26,568)	(26,568)	(62,860)	(35,765)	(52,424)	(54,321)	(57,130)
Fixed Income Investments (Total)	86,293,635	90,793,646	94,792,658	94,792,669	94,792,681	94,792,692	89,743,491	88,243,502
	85,313,149	89,170,594	93,219,761	93,108,624	92,230,056	91,819,011	86,852,840	85,777,289
	(980,486)	(1,623,052)	(1,572,897)	(1,684,045)	(2,562,625)	(2,973,681)	(2,890,651)	(2,466,213)
Commerical Paper	6,000,000	4,861,885						
	6,000,000	4,861,885						
	0	0						

**AVERAGE STATED YIELDS:**

Unrestricted Investments	1.991%	2.235%	2.151%	2.161%	2.137%	2.159%	2.055%	2.048%
Restricted Investments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Local Agency Investment Fund (L.A.I.F.)	2.436%	2.392%	2.355%	2.291%	2.208%	2.144%	2.063%	1.998%
Fixed Income Investments (Total)	2.020%	2.090%	2.140%	2.140%	2.160%	2.100%	2.070%	2.050%
Commerical Paper	6.000%	6.000%						

**AGENDA ITEM:**

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

**Submitting Department: General Services**

**For Council Meeting of: June 04, 2019**

**Documents Attached:  Ordinance  Resolution  Staff Report  Other  None**

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**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 a 48-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 a 48-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: May 15, 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 4th day of June, 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 publicly 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”**

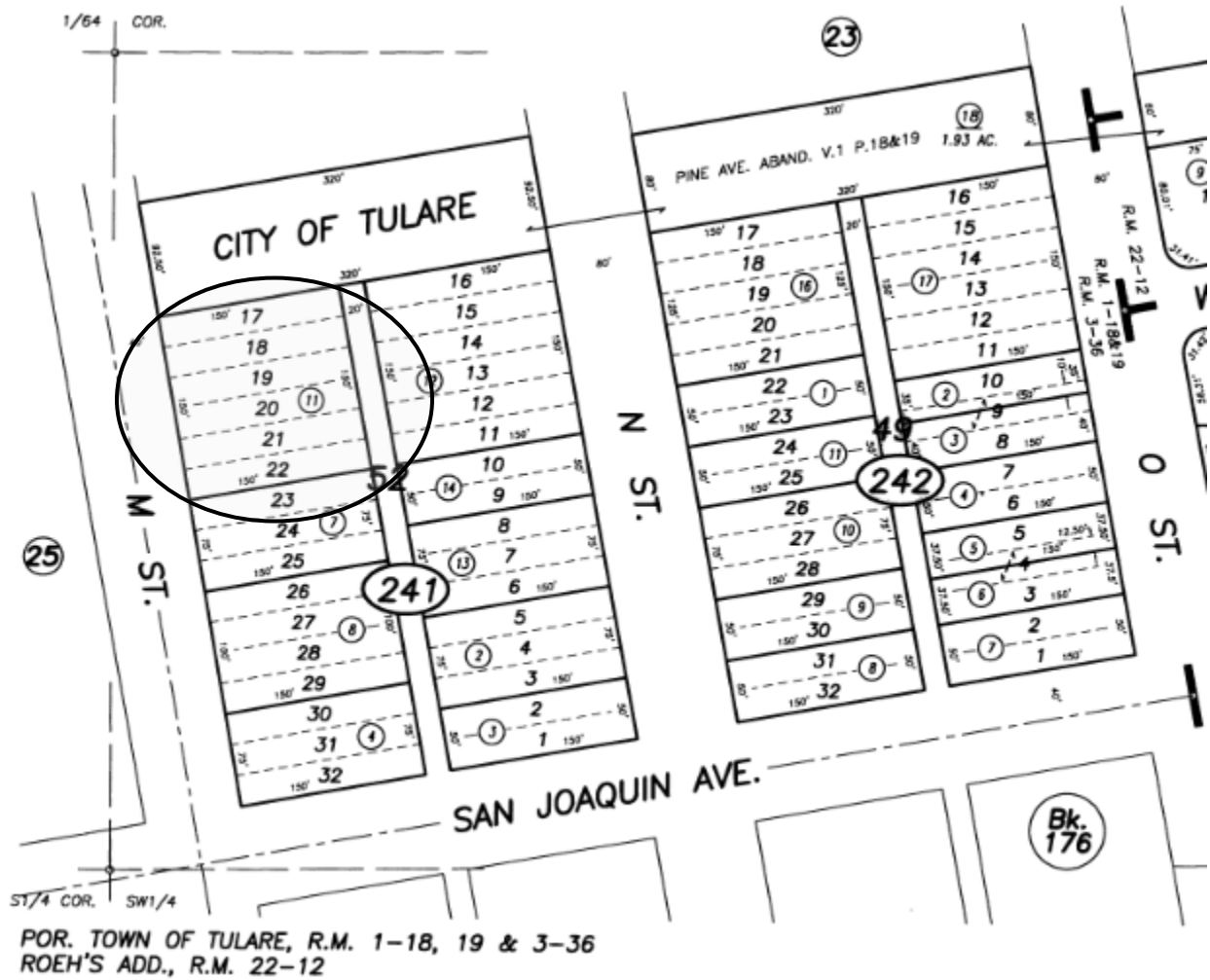
ALL VALLEY HOUSING SERVICES Inc.

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: June 04, 2019**

**Documents Attached:  Ordinance  Resolution  Staff Report  Other  None**

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**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 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. 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 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: May 15, 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 4th day of June, 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 publicly 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”**

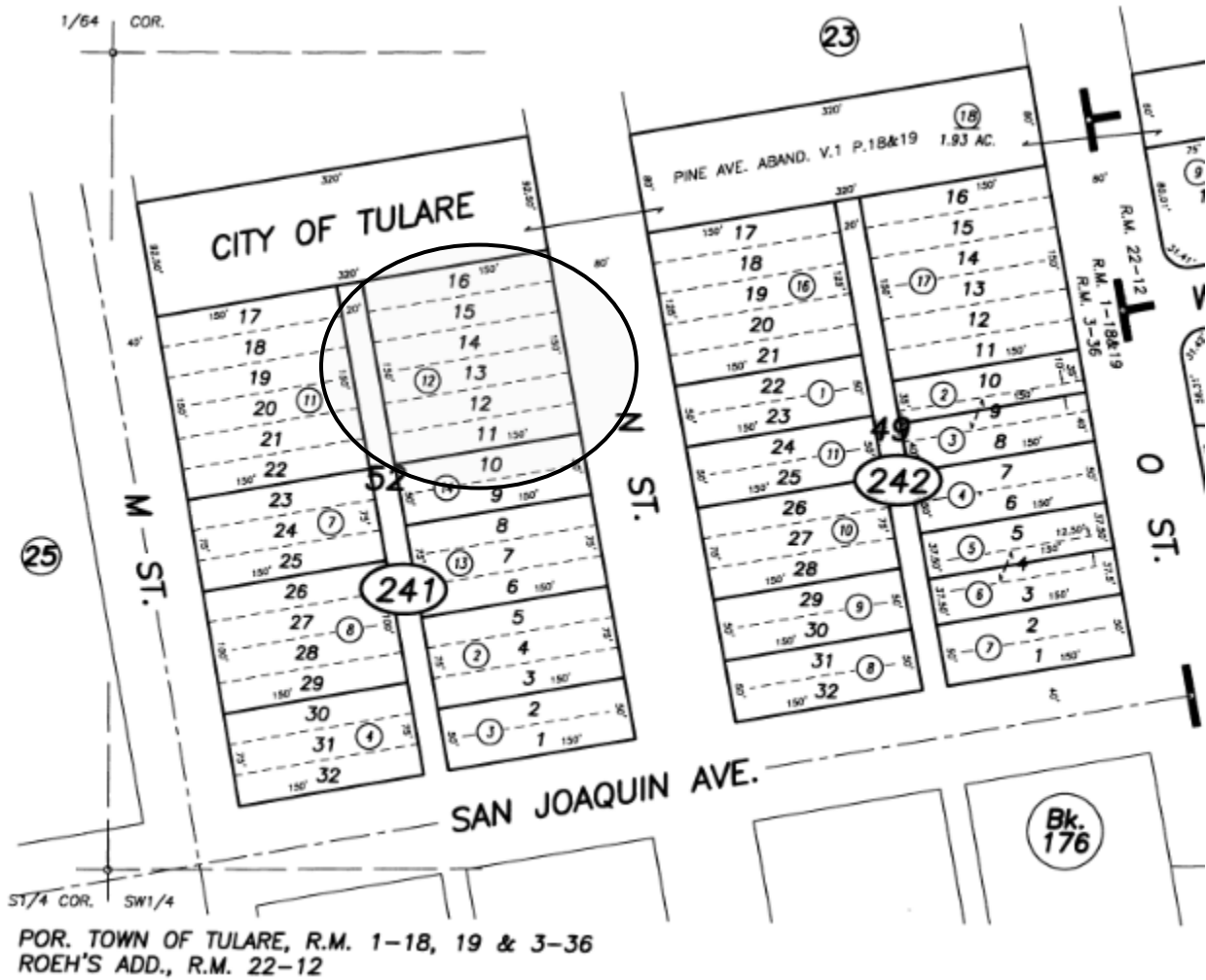
ALL VALLEY HOUSING SERVICES Inc.

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: June 04, 2019**

**Documents Attached:  Ordinance  Resolution  Staff Report  Other  None**

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**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 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. 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 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: May 15, 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 4th day of June, 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 publicly 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”**

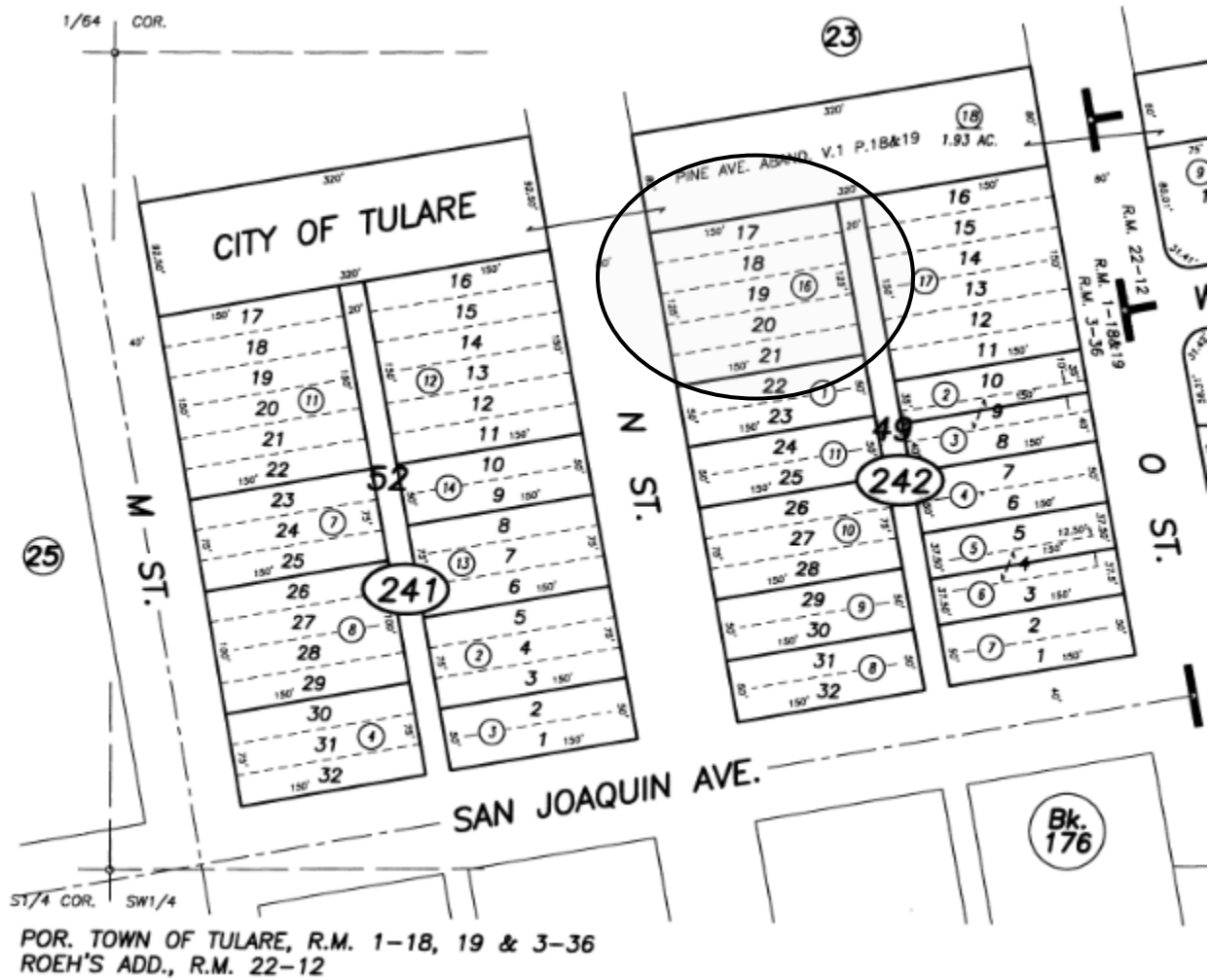
ALL VALLEY HOUSING SERVICES Inc.

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Lino A. Pimentel, Chief Executive Officer

**EXHIBIT "1"**

300 Block of North O Street, Tulare  
APN #170-242-016  
LOTS 17 TO 21 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: June 4, 2019**

**Documents Attached:  Ordinance  Resolution  Staff Report  Other  None**

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**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 4th day of June, 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 publicly 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”**

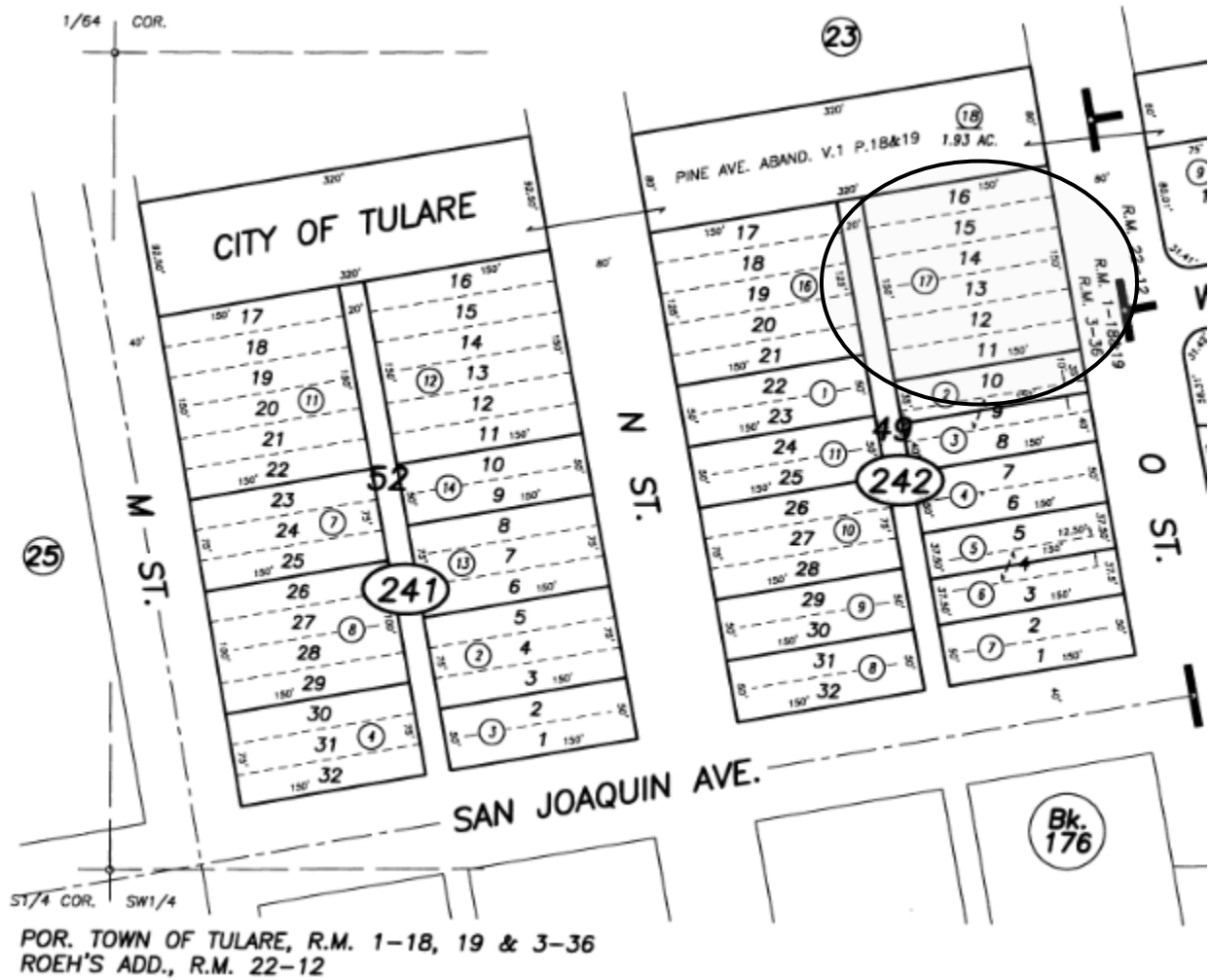
ALL VALLEY HOUSING SERVICES Inc.

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



<b>AGENDA ITEM:</b>
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**CITY OF TULARE, CA  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Human Resources

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Reject the liability claim in the amount of \$69,085.02, filed by Tulare Mini Mart Inc., 525 W. Inyo, Tulare, claiming the loss of revenue due to street construction.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

This claim was filed by Tulare Mini Mart Inc. on May 3, 2019, for the loss of revenue at their business at 525 W, Inyo due to street construction. In addition, the claim alleges that a sprinkler was broken which caused damage to their property.

The City contracted with Steve Dovali Construction to do street repairs and improvements on E Street, south of Inyo. Access to the business was maintained throughout the duration of the work. During the construction period, there was a short period of time where E Street, South of Inyo was closed to through traffic, but remained open to local traffic allowing access to the business. At no time were driveways accessing the businesses off of Inyo blocked. The City was not made aware of any broken sprinklers and if broken by the contractor, they would be the responsible party.

***CITY ATTORNEY REVIEW/COMMENTS:***  Yes  No

***STAFF RECOMMENDATION:***

Reject the liability claim in the amount of \$69,085.02, filed by Tulare Mini Mart Inc., 525 W. Inyo, Tulare, claiming the loss of revenue due to street construction.

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

**Submitted by:** Janice Avila

**Title:** Human Resources Director

**Date:** 5/15/2019

**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  
MAY 03 2019

(Please Type or Print)

CLAIM AGAINST City of Tulare  
(Name of Entity)

Claimant's Name: Tulare Mini Mart Inc Telephone: 559-280-6755

SS#: Fem# 46-1048955 DOB: \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Claimant's address: 525 W Inyo Ave Tulare Ave 93274

Address where notices about claim are to be sent, if different from above: same

Date of incident/accident: January + February

Date Injuries, damages, or losses were discovered: loss of income

Location of incident/accident: 525 W Inyo Ave Tulare Ave, Tulare CA

What did entity or employee do to cause this loss, damage, or injury? Broken sprinkler/

Cause - damage - Made Construction company Block Parking lot for several months.  
(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)? †

CITY OF TULARE BROKE SPRINKLER / Hire Construction Company - They dug up road / - Mess up our parking lot

What specific injuries, damages, or losses did claimant receive? Loss of income,

Blocked our customers from coming into to our lot.  
(Use back of this form or separate sheet if necessary to answer this question in detail.) For several months

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)].

LOSS IN January \$34,672.01      LOSS IN February \$33,013.01      TOTAL = 69085.02

How was this amount calculated (please itemize)? Financial Statements

Based off last three year history  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 5/2/2019 Signature: Linda Gonzales

If signed by representative:  
Representative's Name Linda Gonzales Telephone # 559 348 0808  
Address 3142 Willow Ave Suite 102 Clovis CA 93612  
Relationship to Claimant Bookkeeper



**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Library

**For Council Meeting of:** June 4, 2019

**Documents Attached:**    Ordinance    Resolution    Staff Report    Other    None

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**AGENDA ITEM:**

Grant permission for the Tulare Library Foundation to serve alcohol at a fundraising event scheduled for Monday, September 23, 2019, 5:30-8:30 p.m. for adults 21 and over at the Library.

**IS PUBLIC HEARING REQUIRED:**   " Yes    No

**BACKGROUND/EXPLANATION:**

The Tulare Library Foundation, as part of its effort to raise funds to support the library, is planning a special fundraising event, "A Night at the Library." Tickets for this event are \$50.00 and the event will designate special areas within the library to represent themes derived from recognizable or noted books (e.g. *Fahrenheit 451*, *Treasure Island*, *Gettysburg*, & *Fried Green Tomatoes at Whistlestop Cafe*). Each area will have a separate food and drink menu along with literary characters in costume. This will be their ninth consecutive event. After receiving such positive responses from the community, we look forward to a very successful event this September. Due to existing city regulations, the Foundation requires special permission from the City Council to serve alcohol at this event. TLF event organizers will follow all laws and regulations that regulate the serving of alcohol at this type of event (checking of identification, having security, etc.).

**STAFF RECOMMENDATION:**

Grant permission for the Tulare Library Foundation to serve alcohol at a fundraising event scheduled for Monday, September 23, 2019, 5:30-8:30 p.m. for adults 21 and over at the Library.

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

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Heidi Clark

**Title:** Library Manager

**Date:** May 16, 2019

**City Manager Approval:** \_\_\_\_\_

**AGENDA ITEM:**

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

**Submitting Department:** City Manager’s Office

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Other  None

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**AGENDA ITEM:**

Discuss and consider submitting a letter requesting a County of Tulare Mental Health Satellite Office in the City of Tulare.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

At the May 7, 2019 City Council meeting, Mayor Sigala requested, with the consensus of the Council, an item for the consideration of sending a letter to Tulare County Chief Administrative Officer Jason Britt requesting a meeting to discuss the possible establishment of a Mental Health Satellite Office in the City of Tulare.

Mental health affects everyone regardless of culture, race, ethnicity, gender or sexual orientation. Over 43 million adults experience mental illness in a given year. Nearly 1 in 6 California adults experience a mental illness of some kind, and 1 in 24 have a serious mental illness that makes it difficult to carry out major life activities. Additionally, one in 13 children has an emotional disturbance that limits participation in daily activities.

Pursuant to the Tulare County Mental Health Board’s most recent Annual Report, the County has seen a steady increase in the number of people served between fiscal year 2011/12 of 9,842 and fiscal year 2015/16 of 11,506, a 16 percent growth in comparison to the 4 percent growth realized in the County’s overall population of 442,182 in 2010 to 459,863 in 2015, per Census populations estimates.

A County of Tulare Mental Health Satellite Office in the City of Tulare would provide access to vital mental health services to residents without having to travel to neighboring cities.

**STAFF RECOMMENDATION:**

Discuss and consider submitting a letter requesting a meeting to discuss the establishment of a County of Tulare Mental Health Satellite Office in the City of Tulare.

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

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Rob Hunt **Title:** Interim City Manager

**Date:** 5/9/19 **City Manager Approval:** \_\_\_\_\_



June 4, 2019

Jason Britt, Chief Administrative Officer  
County of Tulare  
2800 West Burrel Avenue  
Visalia, California 93291

**RE: Request for County Mental Health Satellite Office in the City of Tulare**

Dear Mr. Britt:

On behalf of the City of Tulare, we respectfully request the opportunity to meet with you to discuss the establishment of a County Mental Health Satellite Office in the City of Tulare.

Although the Tulare County Health and Human Services Agency Mental Health Branch has both County-operated and community-based clinics in the City of Visalia and Porterville, these locations require residents of the City of Tulare to travel out of the area to access vital County services for both adult and adolescent needs.

The addition of a Mental Health Satellite Office in the City of Tulare would reflect the County's commitment to creating a true system of care allowing those in need to live and thrive in their own community, supporting the wellness and recovery process.

Whether the needs are for individual, group or family therapy, psychiatric evaluation, crisis assistance, substance abuse, health care referrals or mental health coordinated services, we believe access to a Satellite Office would serve to grow the City-County partnership and reflect to our residents that concerns have been heard.

For these reasons, the City of Tulare request the meeting to discuss the location of a County Mental Health Satellite Office in the City of Tulare. Please do not hesitate to contact me if I can provide additional information.

Respectfully,

Jose Sigala  
Mayor



June 4, 2019

Governor Gavin Newsom  
Governor, State of California  
State Capitol  
Sacramento, CA 95814

Senator Holly Mitchell  
Chair, Senate Committee on Budget & Fiscal Review  
State Capitol, Room 5080  
Sacramento, CA 95814

Assembly Member Phil Ting  
Chair, Assembly Committee on Budget  
State Capitol, Room 6026  
Sacramento, CA 95814

Re: Budget Requests to Address Homelessness

Dear Governor Newsom, Senator Mitchell, & Assembly Member Ting:

Thank you for your strong leadership role in navigating California through the current housing crisis and homeless epidemic. We support the \$1 billion outlined in the May Revision, and are encouraged by the potential this funding could have in advancing local homeless efforts.

While homelessness persists in every type of community in the State, our coalition faces particularly unique challenges in our efforts to address homelessness. For years, small jurisdictions have struggled to keep pace with larger jurisdictions that have earmarked state and local financing for homeless programs. These dedicated funds have allowed larger jurisdictions to develop a greatly enhanced capacity to implement robust homeless response systems, manage outcomes, and ultimately perform better in competitive grant opportunities. This pathway has ultimately driven inequitable access to homeless funding, and the paradoxical scenario in which those applicants best prepared to compete for funding are those that are not required to compete for any of it.

Moreover, in other cases, funding opportunities exempt larger jurisdictions from participating in any type of competitive process. Instead, the burden of meeting the State's goals and priorities become the responsibility of smaller jurisdictions, which must operate with the reality that an unsuccessful grant application could lead to total

insolvency of local homeless programs. Without dedicated, ongoing funding, homeless programs in these geographies struggle to leverage resources from stakeholders unwilling to invest in efforts that may be viewed as risky and financially unsustainable, ultimately contributing to poor program outcomes, high staff turnover, and tremendous challenges in serving the local homeless community.

With this context at the forefront of this coalition, we strongly recommend the following use of any one-time funding for homelessness that is included in the 2019-20 State Budget:

- Omit any provision to make local jurisdictions or CoC's enter a competitive program to receive one-time homeless emergency aid funding, and base allocation solely on Point-in-Time count data, **OR**
- Require every local jurisdiction or CoC enter in a competition for one-time homeless emergency aid funding against similarly situated applicants.

Additionally, we respectfully request you remove the competition component from the Emergency Solutions Grant (ESG) program administered by Housing and Community Development department. In the ESG program (25 CCR § 8400 et seq.), smaller jurisdictions (i.e. "Balance of State" applicants) are required to compete for 50% of their funding; larger jurisdictions (i.e. "Continuum of Care" applicants) are not. This component represents a significant hardship for Balance of State applicants, who risk losing a significant amount of funding annually, and does little for statewide performance accountability, as the largest applicants are not required to demonstrate program success to receive funding through this methodology. We feel this competition component is arbitrary and harmful, and ask you to remove it from ESG program via trailer bill language.

Addressing homelessness is a tremendous endeavor, and we have strong confidence in your vision, leadership, and commitment. By following these recommendations, you will ensure the opportunity for all jurisdictions and CoC's to meaningfully address homelessness.

Sincerely,

Respectfully,

Jose Sigala  
Mayor

**Emergency Shelter (Overnight Only)  
Projected Operating Costs**

150 # beds

504 # hours: 4 staff per 25 clients

Staffing	Qty^	Rate*	Operating Costs	Notes
Staff (regular rate)	8	\$ 20.30	\$ 532,022.40	8.5 FTE
Custodian	1	\$ 20.30	\$ 59,113.60	1.5 FTE
<b>Sub-total</b>			<b>\$ 591,136.00</b>	
<b>Facilities</b>				
Rent	0	\$ -	\$ -	
Utilities	1	\$ 28,000.00	\$ 28,000.00	
Insurance	1	\$ 21,000.00	\$ 21,000.00	
Garbage Service	1	\$ -	\$ -	Included in utilities
Pest Control	1	\$ 6,000.00	\$ 6,000.00	
Laundry	150	\$ 1.00	\$ 54,750.00	
Internet	1	\$ 1,175.00	\$ 14,100.00	
Supplies	1	\$ 2,500.00	\$ 30,000.00	
Maintenance	1	\$ 1,500.00	\$ 18,000.00	
Security (Contract)	14	\$ 20.00	\$ 102,200.00	
	14	25.5		
<b>Sub-total</b>			<b>\$ 274,050.00</b>	
<b>Client Services</b>				
Food	150	\$2.00	\$ 109,500.00	Beverage service only
<b>Sub-total</b>			<b>\$ 109,500.00</b>	
<b>Administrative Expenses</b>				
Indirect Services	1		\$ 146,203	
<b>Sub-total</b>			<b>\$ 146,203</b>	
<b>Start-up Expenses</b>				
Beds		\$ -	\$ -	
Mattresses		\$ -	\$ -	
Blankets		\$ -	\$ -	
<b>Sub-total</b>			<b>\$ -</b>	
<b>Total</b>			<b>\$ 1,120,888.90</b>	
<i>*Includes Fringes</i>				

Year-Round Project Feasibility by		
Projected Project Size	Budgeted Cost	Cost Per Bed
1	\$ 1,120,888.90	\$ 3,070.93
5	1,120,888.90	614.19
10	1,120,888.90	307.09
15	1,120,888.90	204.73
20	1,120,888.90	153.55
25	1,120,888.90	122.84
30	1,120,888.90	102.36
35	1,120,888.90	87.74
40	1,120,888.90	76.77
45	1,120,888.90	68.24
50	1,120,888.90	61.42
55	1,120,888.90	55.84
60	1,120,888.90	51.18
65	1,120,888.90	47.25
70	1,120,888.90	43.87
75	1,120,888.90	40.95
80	1,120,888.90	38.39
85	1,120,888.90	36.13
90	1,120,888.90	34.12
95	1,120,888.90	32.33
100	1,120,888.90	30.71
105	1,120,888.90	29.25
110	1,120,888.90	27.92
115	1,120,888.90	26.70
120	1,120,888.90	25.59
125	1,120,888.90	24.57
130	1,120,888.90	23.62
135	1,120,888.90	22.75
140	1,120,888.90	21.94
145	1,120,888.90	21.18
150	1,120,888.90	20.47
155	1,120,888.90	19.81
160	1,120,888.90	19.19
165	1,120,888.90	18.61
170	1,120,888.90	18.06
175	1,120,888.90	17.55
180	1,120,888.90	17.06
185	1,120,888.90	16.60
<b>399</b>	<b>1,120,888.90</b>	<b>7.69</b>

	<b>Unfeasible/Inefficient</b>
	<b>Feasible/Efficient</b>
Based on ~\$40 target cost/bed	

<---- Warming Center (!)

Minimum Annual Funding Needed by		
Anticipated Project Size	Minimum Available Funding Needed	Goal Cost/Bed
1	\$ 14,600.00	\$ 40
5	73,000.00	
10	146,000.00	
15	219,000.00	
20	292,000.00	
25	365,000.00	
30	438,000.00	
35	511,000.00	
40	584,000.00	
45	657,000.00	
50	730,000.00	
55	803,000.00	
60	876,000.00	
65	949,000.00	
70	1,022,000.00	
75	1,095,000.00	
80	1,168,000.00	
85	1,241,000.00	
90	1,314,000.00	
95	1,387,000.00	
100	1,460,000.00	
105	1,533,000.00	
110	1,606,000.00	
115	1,679,000.00	
120	1,752,000.00	
125	1,825,000.00	
130	1,898,000.00	
135	1,971,000.00	
140	2,044,000.00	
145	2,117,000.00	
150	2,190,000.00	
155	2,263,000.00	
160	2,336,000.00	
165	2,409,000.00	
170	2,482,000.00	
175	2,555,000.00	
180	2,628,000.00	
185	2,701,000.00	

<b>AGENDA ITEM:</b>
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**CITY OF TULARE, CA  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager's Office

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Public Hearing to **adopt Resolution 19-**\_\_\_ approving the 2019/20 city operating budget, including Capital Improvement Program 2019-2024 (CIP), to **adopt Resolution 19-**\_\_\_ approving the 2019/20 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare, to **adopt Resolution 19-**\_\_\_ establishing the 2019/2020 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

On February 19, 2019, the City Council held a budget study session to review the mid-year financial status, to consider and discuss budget assumptions and issues, and to give staff direction regarding preparation of the proposed budget. A second budget meeting was held on April 2, 2019 to present the proposed budget requesting direction from Council. On April 23, 2019, the Council held a Capital Improvement Program Budget Session providing direction to expenditures related thereto; and on May 14, 2019 another study session was held with Council for direction regarding further adjustments, if any, to the proposed budget. This budget reflects the final direction received from Council at the May 14 meeting.

The Board of Public Utilities (BPU) held a public meeting on May 16, 2019 and adopted the utilities budget. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

**Operating Budget (including the Position Control Budget (PCB)):**

The complete proposed General City operating budget is comprised of the following:

1. City Manager's memo;
2. Total estimated revenues and total appropriations proposed for all non-utility City funds (General Fund, non-utility enterprise funds, internal service funds, and debt service funds);
3. The Position Control Budget;
4. The General Fund proposed appropriations summarized by object;
5. The General Fund divisional appropriations with line item analyses;
6. Capital Improvement Program 2019-2024.

**Fleet Control Budget (FCB) Equipment Replacement Control Budget (ERCB)**

All of the control budgets are incorporated into the operating budget on the pertinent analytical line items (See Budget Flex Report). The FCB is detailed below.



Much of the General Fund departments have suspended vehicle reserve funding again for this year for vehicle replacements to help with the budget deficit and are relying on reserve balances built up to sustain the need for vehicle replacements

Each control budget applies to internal service funds that operate similarly. Internal charges are computed based on projected costs which are then appropriated in the operating divisions within the proposed budget. The charges are collected by the pertinent internal service fund (for example, Workers Compensation Insurance Fund or Fleet Replacement Fund) from all City funds receiving the internal services. Purchases (for example, for replacement vehicles or for loss pooling costs (like insurance)) are made through the internal service funds to the third-party providers. The internal service funds are evaluated each budget cycle to determine if costs were more or less than projected which will result in future period adjustments through the operating department budgets.

The FCB also smooths the procurement process in some instances for replacement vehicles replaced in accordance with the pre-approved plan. Provided the cost for replacement of equipment does not exceed the amount authorized for purchasing the pre-approved items, and provided that the City's Purchasing policy does not require further Council (or BPU) action, the purchases can be made under the existing policy by staff.

This FCB, if approved, authorizes replacement of the listed vehicles in accordance with the Council's adopted Purchasing Policy. This list also includes vehicles added to the fleet. The BPU has approved the amounts for the municipal utility FCB. City Council is only receiving the BPU portion of the FCB.

<b>Vehicles to be Replaced</b>	<b>Fund</b>	<b>Quantity</b>	<b>Cost</b>
Senior Service Replace #0060 with #0063	General Fund	1	35,000
Replace Patrol	Police	8	400,000
Streets Compressor	General Fund	1	36,000
Streets Asphalt Roller	General Fund	1	110,000
Streets Unit Dump Truck	General Fund	1	125,000
Water Compressor Truck	Water	1	75,000
Water 1 Service Body	Water	1	55,000
Fire Pumper	Fire	1	667,890
Service Trucks	Wastewater	2	80,000
Solid Waste Side Loaders	Solid Waste	2	600,000
Wastewater Loader	Wastewater/Sewer	1	185,000
<b>Total Replacement/Expansion</b>		<b>20</b>	<b>2,368,890</b>

The following represents the Fleet Reserve Funds:

<b>Fleet Reserve Funds</b>	<b>Estimated Reserve 07/01/2019</b>	<b>Projected 2019 / 2020 Expenditures</b>	<b>Projected Insurance Premium</b>	<b>Projected 2019 / 2020 Revenue</b>	<b>Estimated Reserve 07/01/2020</b>
General Fund	590,014	306,000	5,800	68,400	346,614
Police	-22,490	400,000	12,416	561,600	126,694
Fire / Fire Apparatus	595,528	667,890	16,182	231,600	143,056
Development Services	117,745		708	43,800	160,837
Water	372,434	130,000	2,069	89,640	330,005
Solid Waste	2,852,782	600,000	33,405	930,460	3,149,837
Wastewater/Sewer	613,312	265,000	4,420	183,300	527,192
	-				
<b>General Fund</b>	<b>1,163,052</b>	<b>1,373,890</b>	<b>34,398</b>	<b>861,600</b>	<b>616,364</b>
<b>Enterprise Funds</b>	<b>3,956,273</b>	<b>995,000</b>	<b>40,602</b>	<b>1,247,200</b>	<b>4,167,871</b>
<b>FCB FUND TOTALS</b>	<b>5,119,325</b>	<b>2,368,890</b>	<b>75,000</b>	<b>2,108,800</b>	<b>4,784,235</b>

**Appropriation Limit:**

Annually, the Council must adopt the City's Proposition 4 Appropriation Limit (so-called Gann Limit). The amount is adjusted annually for population and for inflation. The proposed Gann Limit is substantially above the City's proposed budget appropriations, so the City is in compliance.

**Resolutions:**

Attached are three resolutions to be considered at a single public hearing for adoption; one each for the operating budget, including 2019-2024 CIP budget, the Position Control Budget and the 2019/20 Appropriation Limit. Adoption of the operating budget will include all control budget components described. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period.

**STAFF RECOMMENDATION:**

- **Adopt Resolution 19-\_\_\_** approving the 2019/20 city operating budget (with all component parts as listed below);
- **Adopt Resolution 19-\_\_\_** approving the 2019/20 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare; and
- **Adopt Resolution 19-\_\_\_** establishing the 2019/2020 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets.

**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:** Rob Hunt  
Darlene Thompson

**Title:** Interim City Manager  
Finance Director

**Date:** June 11, 2018

**City Manager Approval:** \_\_\_\_\_

**RESOLUTION 19-\_\_\_\_\_**

**A RESOLUTION OF THE COUNCIL OF THE  
CITY OF TULARE ADOPTING THE 2019/2020 FISCAL  
YEAR BUDGET AND ALL SECTIONS THEREIN**

**WHEREAS**, the City Manager has prepared a municipal budget for the fiscal year ending June 30, 2020, entitled "City of Tulare, Fiscal Year 2019/2020 Proposed Operating Budget" ("Proposed Budget"), a copy of which is on file in the Office of the City Clerk; and,

**WHEREAS**, the City Council has examined the Proposed Budget, has conferred with the City Manager and appropriate staff in public sessions, and has deliberated and considered the Proposed Budget during public hearings.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF TULARE HEREBY RESOLVES AS FOLLOWS:**

SECTION 1. The City Manager is hereby directed to prepare the final budget, in substantial conformance with the Proposed Budget, and as directed by the City Council, for the Fiscal Year July 1, 2019 through June 30, 2020. The final budget shall be the "City of Tulare, Fiscal Year 2019/2020 Adopted Operating Budget," and includes all sub-component (control) budgets and assumptions. The final budget may be referred to as "the Budget," and a copy of the Budget shall be filed in the Office of the City Clerk. The Budget is hereby adopted and approved. The appropriations by fund (excluding the Municipal Utility Funds whose budgets are set by the Tulare Board of Public Utilities) are attached and incorporated here by reference.

SECTION 2. The City Manager is hereby authorized to implement the Budget as set forth in this resolution. The City Manager may delegate the authority to implement this resolution to the Finance Director, or other designated City employees.

SECTION 3. The City Manager is authorized to transfer appropriations as needed from savings available in any account in the Budget to any other accounts within the same fund to meet overall Budget requirements.

SECTION 4. The City Manager is authorized to complete and implement the appropriated inter-fund transfers among the various City funds, and to reduce such transfer sums if not needed for the operations of a particular receiving fund due to its own then-available resources, in increments and at intervals determined by the City Manager.

SECTION 5. The City Manager is authorized to increase appropriations for fiscal year 2019/20 expenditures in an amount not to exceed the amount of funds encumbered, but not yet expended, from Fiscal Year 2018/19. The actual amount of the increased appropriations due to encumbrances will be reported to the City Council, as part of the Fiscal Year 2019/20 year-end financial report.

SECTION 6. When updated revenue estimates for the Development Services cost center fund exceed the amount identified in the Budget as, estimated revenues, due to increases in development and fee activity (as verified by the Finance Director) the City Manager is authorized to increase Fiscal Year 2019/20 Development Services Fund appropriations in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2019/20 year-end financial report.

SECTION 7. When revenue estimates for the Fleet Operations and Property Management identified in the Budget increases due to in service activity (and therefore increased fees) as verified by the Finance Director, the City Manager is authorized to increase appropriations for fiscal year 2019/20 expenditures in an amount not to exceed the amount of increased revenue. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2019/20 year-end financial report.

SECTION 8. When revenue estimates exceed the amount identified in the Budget due to increases in grant revenues as verified by the Finance Director, the City Manager is authorized to increase appropriations for Fiscal Year 2019/20 expenditures in an amount not to exceed the amount of increased revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2019/20 year-end financial report.

SECTION 9. When higher than anticipated revenue activity in the General fund results in increased costs to directly support a particular fee-supported activity (e.g., passport program, BEST program, special library programs), the City Manager is authorized to increase that program's appropriations for Fiscal Year 2019/20 expenditures in an amount not to exceed the amount of increased revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2019/20 year-end financial report.

SECTION 10. The City Manager is instructed to use restricted funding sources in accordance with the requirements of the funding sources prior to using City funds or funds with unrestricted resources in order to allow the City the greatest flexibility in meeting its financial obligations.

SECTION 11. The City Manager is instructed to cause all transfers into reserves specified in the Budget Document transmittal report to occur and to hold and administer said reserves in accordance with Council policies. The City Manager, or any person to whom such responsibility is delegated by the City Manager, to administer the contributions into revolving funds for Project Budgets, Equipment Replacement, and Fleet Replacement in accordance with Council policies and best practices. Activities occurring in these reserves will be reported to the City Council as part of the Fiscal Year 2019/20 year-end financial report. Once appropriated and with approval of the Fleet Control Budget purchase plan for replacements, said purchases may be made without

further Council action except as required by the City's Council adopted Purchasing Policy.

SECTION 12. The City Council approved City of Tulare Administrative Policy No. 13-02 (Budget Policies & Practices) on June 4, 2013, this policy and all subsequent amendments are incorporated herein by reference. The City Manager is instructed to update said policies from time to time for Council review.

SECTION 13. The City Manager is instructed to implement all policies contained in the "Policies" section of the Budget, taking the best interests of the City into account with regard to particular circumstances.

SECTION 16. This resolution shall take effect immediately upon its adoption.

SECTION 17. The Assignments of fund balance included in the adopted budget, which were made by the Finance Director, are approved.

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF TULARE, AS FOLLOWS, TO WIT:**

SECTION 18. The City Council of the City of Tulare approves and adopts the 2019/2020 Fiscal Year Budget Document and all sections therein. The total City Funds expenditure budget of \$148,355,360 is summarized by the following funds and functions:

**CITY OF TULARE  
PROPOSED EXPENDITURE BUDGET  
FISCAL YEAR 2019/2020**

**I. GENERAL GOVERNMENT FUNDS**

<b>GENERAL FUND:</b>	
City Council	\$ 125,010
City Manager	508,860
Finance	1,351,850
Information Services	519,820
Economic Development	185,740
Human Resources	542,710
Code Enforcement	511,730
Animal Shelter	1,033,540
Non-Departmental	566,380
Police	18,476,850
Fire	8,284,000
Streets	2,039,410
Graffiti Abatement	125,520
Parks & Recreation Administration	519,990
Parks	2,525,770
Recreation & Community Services	1,333,950
Library	1,540,040
Storm Drainage	117,670
<b>TOTAL GENERAL FUND</b>	<b>\$ 40,308,840</b>

Parking & Business Improvement Area	87,560
CIP Administration	717,380
Dangerous Building Abatement	31,870
Downtown Parking Maintenance	117,200
Property Management Fund	1,885,490
Surface Water Management	649,980
<b>TOTAL GENERAL GOVERNMENTAL FUNDS</b>	<b>\$ 43,798,320</b>
<b>II. <u>SPECIAL REVENUE FUNDS</u></b>	
Senior Services	\$ 527,650
COPS State Grant	148,900
OTS Grants	1,930
Vehicle Abatement	42,100
Landscape & Lighting	758,280
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 1,478,860</b>
<b>III. <u>DEBT SERVICE FUNDS</u></b>	
Financing Authority Debt Service	\$ 2,205,570
<b>IV. <u>CAPITAL IMPROVEMENTS PROJECT FUNDS</u></b>	
Other General Fund	\$ 1,604,600
Fleet Equipment Replacement	2,368,890
Water CIP	6,361,500
Solid Waste CIP	50,000
Sewer/Wastewater CIP	4,721,500
Surface Water CIP	860,000
Technology CIP	190,000
Equipment Replacement CIP	287,000
Streets CIP	26,123,180
<b>TOTAL CAPITAL IMPROVEMENT PROJECT FUNDS</b>	<b>\$ 42,566,670</b>
<b>V. <u>ENTERPRISE FUNDS</u></b>	
Airport	\$ 368,650
Development Services	2,980,180
Transit	4,183,280
Water	9,978,020
Solid Waste/Street Sweeping	9,129,340
Sewer/Wastewater Treatment	31,666,470
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 58,305,940</b>
<b>GRAND TOTAL – ALL CITY FUNDS</b>	<b><u>\$ 148,355,360</u></b>

Passed, approved, and adopted this 4<sup>th</sup> day of June, 2019.

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President of the Council and Ex-Officio  
Mayor 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 June 4, 2019, by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Absent \_\_\_\_\_

Dated:

ROB HUNT, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

**RESOLUTION 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE  
FISCAL YEAR 2019/20**

**WHEREAS**, Proposition 4 mandated the establishment of an annual appropriation limit from proceeds of taxes and designated 1978/79 as the base year; and,

**WHEREAS**, Proposition 111 modified the original Proposition in 1990/91 by changing the growth adjustments factors; and,

**WHEREAS**, the factor of the dollar increase in locally assessed valuation of non-residential construction is not available from the County of Tulare; and,

**WHEREAS**, the decision as to which options to select must be done by a recorded vote of the City Council; and,

**WHEREAS**, the appropriations limit for 2019/20 must be recalculated when all adjustment factors are known.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council selects the factors of City Population Increase and California Per Capita Income Increase and pursuant to Article XIIIB of the California Constitution, hereby establishes the appropriation limit for the Fiscal Year 2019/20 at \$58,552,244.07

**PASSED, ADOPTED AND APPROVED** this 4<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
President of the Council and Ex-  
Officio Mayor 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 June 4, 2019, by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Absent \_\_\_\_\_

Dated: **ROB HUNT, INTERIM CITY CLERK**

By Roxanne Yoder, Chief Deputy City Clerk



**EXHIBIT "A"**

**RESOLUTION 19-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TULARE ESTABLISHING APPROPRIATION LIMITS FOR THE  
FISCAL YEAR 2019/20**

2018/19 Appropriation Limit Base	\$ 55,146,277.61
California Per Capita Personal Income Factor	3.85
Population Per Cent Change Factor for Tulare	2.24
Calculation:	
(1) Per Capita Factor Converted to a Ratio:	$( 3.85 + 100 ) / 100 = 1.038500$
(2) Population Factor Converted to a Ratio:	$( 2.24 + 100 ) / 100 = 1.022400$
(3) Calculation of Factor for FY 2019/20:	$1.038500 \times 1.022400 = 1.0617624$
(4) Calculation of Appropriation Limit for FY 2019/20	$1.061762 \times \$55,146,277.61 = \$58,552,244.07$
Appropriation Subject to Limit	\$36,914,200.00
Amount of Appropriations Under Limit	\$21,638,044.07

**RESOLUTION 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE  
ADOPTING THE CITY'S 2019/20 FISCAL YEAR POSITION CONTROL  
BUDGET (POSITION ALLOCATION) AND FIXING THE RATE OF  
COMPENSATION OF REGULAR FULL-TIME EMPLOYEES, REGULAR PART-  
TIME EMPLOYEES, CITY COUNCIL MEMBERS, AND  
SEASONAL/TEMPORARY EMPLOYEES OF THE CITY OF TULARE.**

**WHEREAS**, the Position Control Budget sets the authorized positions for the fiscal year; and,

**WHEREAS**, the City Municipal Utility budgets are adopted by the Board of Public Utilities and filed with the City Council pursuant to the City's charter document so no further action on those budgets is required; and,

**WHEREAS**, the Board of Public Utilities has adopted the Municipal Utility Position Control Budget which is also being filed with the City Council; and,

**WHEREAS**, the City Council of the City of Tulare has considered on Tuesday, June 4, 2019, the adoption of the City's 2019/20 Fiscal Year Position Control Budget (PCB) and has appropriated all funds necessary to pay salaries as part of adopting the General Operating Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tulare:

that the PCB is hereby adopted and that the Municipal Utility PCB approved by the Board of Public Utilities is received as filed without change;

that the City's Salary Schedule fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members, and seasonal/temporary employees of the City of Tulare is hereby adopted;

that the City Manager is required to bring any additions to the PCB of authorized positions or any changes in any position's salary range to be made during the fiscal year to the City Council (and if pertinent to the Board of Public Utilities, then to that Board) for further approval;

that the City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range; to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources among divisions within the General Fund for any position; and

that the City Manager, or his or her designee, is authorized to recruit and fill in anticipation of known upcoming vacancies to minimize periods where there

are key unfilled positions even though employee counts temporarily exceed the authorized position count for a particular position; provided, however, that there will be no adjustment to the total divisional appropriations and all such costs must be covered by savings in other line items so that the total division budget remains unchanged.

**PASSED, ADOPTED AND APPROVED** this 4th day of June 2019.

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President of the Council and Ex-Officio Mayor  
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 June 4, 2019 by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Absent \_\_\_\_\_

Dated: ROB HUNT, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

**City of Tulare**  
**POSITION CONTROL BUDGET**  
**Allocated Positions**  
**Fiscal Year 2019-20 (Effective 7-6-2019)**

Position number	Classification Title	FTE
- Home department : 001-4020 (Count: 3)		
MM01E0150-001	CITY MANAGER	1.00
MM06E0136-002	CHIEF DEPUTY CITY CLERK	1.00
MM06E0138-001	DEPUTY CITY CLERK/RECORDS CORD	1.00
- Home department : 001-4030 (Count: 9.50)		
CP02N0010-001	ACCOUNTANT	1.00
CP05N0023-001	PAYROLL SPECIALIST	1.00
CP06N0018-001	ACCOUNTING TECHNICIAN I/RPT	0.50
CP06N0020-002	ACCOUNTING TECHNICIAN I	1.00
CP06N0022-002	ACCOUNTING TECHNICIAN II	1.00
CP06N0022-003	ACCOUNTING TECHNICIAN II	1.00
CP06N0022-004	ACCOUNTING TECHNICIAN II	1.00
MM01E0280-001	FINANCE DIRECTOR/TREASURER	1.00
MM02E0489-002	SENIOR MANAGEMENT ANALYST	1.00
MM	ASSISTANT FINANCE DIRECTOR	1.00
- Home department : 001-4035 (Count: 4)		
MM02E0185-001	I T MANAGER	1.00
MM03E0184-001	COMPUTER SYSTEMS ANALYST	1.00
MM03E0184-002	COMPUTER SYSTEMS ANALYST	1.00
MM03E0184-003	COMPUTER SYSTEMS ANALYST	1.00
- Home department : 001-4040 (Count: 1)		
MM01E0708-001	COMMUNITY & ECONOMIC DEV DIR	1.00
- Home department : 001-4060 (Count: 5)		
MM01E0145-001	HUMAN RESOURCES DIRECTOR	1.00
MM02E0490-002	MANAGEMENT ANALYST	1.00
MM02E0490-003	MANAGEMENT ANALYST	1.00
MM02E0492-001	SAFETY & REG COMP ANALYST	1.00
MM03E0402-002	HUMAN RESOURCES ANALYST	1.00
- Home department : 001-4100 (Count: 4)		
CP05N0159-001	CODE ENFC OFC/SUB HOUSING CMPL	1.00
CP05N0160-002	CODE ENFORCEMENT OFFICER	1.00
CP05N0160-003	CODE ENFORCEMENT OFFICER	1.00
CP05N0160-004	CODE ENFORCEMENT OFFICER	1.00
- Home department : 001-4105 (Count: 7)		
CP03N0041-001	VETERINARY TECHNICIAN	1.00
CP06N0045-001	ANIMAL SERVICES TECHNICIAN	1.00
MM02E0048-001	ANIMAL SERVICES MANAGER	1.00
NM05N0040-001	ANIMAL SERVICES OFFICER	1.00
NM05N0040-002	ANIMAL SERVICES OFFICER	1.00
NM05N0041-001	KENNEL TECHNICIAN	1.00
NM05N0041-002	KENNEL TECHNICIAN	1.00

Position number	Classification Title	FTE
- Home department : 001-4120 (Count: 2)		
CP05N0825-001	TRANSIT COORDINATOR	1.00
MM02E0823-001	TRANSIT ANALYST	1.00
- Home department : 001-4220 (Count: 28)		
CP05N0165-008	COMMUNITY SERVICE OFFICER	1.00
CP06N0025-002	SR. ADMINISTRATIVE ASSISTANT	1.00
CP06N0235-003	DEPARTMENT ASSISTANT II	1.00
CP06N0634-001	POLICE RECEPTIONIST	1.00
CP06N0634-002	POLICE RECEPTIONIST	1.00
CP06N0635-001	POLICE RECORDS SPECIALIST	1.00
CP06N0635-002	POLICE RECORDS SPECIALIST	1.00
CP06N0635-003	POLICE RECORDS SPECIALIST	1.00
CP06N0730-002	PUBLIC SAFETY DISPATCHER I	1.00
CP06N0730-010	PUBLIC SAFETY DISPATCHER I	1.00
CP06N0731-001	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-002	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-005	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-006	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-007	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-008	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-009	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-010	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-011	PUBLIC SAFETY DISPATCHER II	1.00
MM03E0168-001	CRIME ANALYST	1.00
MM03E0646-001	POLICE RECORDS MANAGER	1.00
MP01E0610-001	POLICE CHIEF	1.00
MP02E0621-002	POLICE CAPTAIN	1.00
MP03E0633-002	POLICE SERGEANT	1.00
PD04N0630-005	POLICE OFFICER	1.00
PD04N0630-006	POLICE OFFICER	1.00
PD04N0630-026	POLICE OFFICER	1.00
PD04N0630-029	POLICE OFFICER	1.00
- Home department : 001-4221 (Count: 34)		
CP05N0165-003	COMMUNITY SERVICE OFFICER	1.00
CP05N0165-004	COMMUNITY SERVICE OFFICER	1.00
CP06N0235-008	DEPARTMENT ASSISTANT II	1.00
MP02E0620-001	POLICE LIEUTENANT	1.00
MP02E0620-002	POLICE LIEUTENANT	1.00
MP02E0620-003	POLICE LIEUTENANT	1.00
MP02E0620-004	POLICE LIEUTENANT	1.00
MP02E0621-003	POLICE CAPTAIN	1.00
MP03E0633-001	POLICE SERGEANT	1.00
MP03E0633-005	POLICE SERGEANT	1.00
MP03E0633-006	POLICE SERGEANT	1.00
MP03E0633-008	POLICE SERGEANT	1.00
MP03E0633-009	POLICE SERGEANT	1.00

Position number	Classification Title	FTE
PD04N0615-003	POLICE CORPORAL	1.00
PD04N0615-006	POLICE CORPORAL	1.00
PD04N0615-011	POLICE CORPORAL	1.00
PD04N0615-013	POLICE CORPORAL	1.00
PD04N0630-001	POLICE OFFICER	1.00
PD04N0630-002	POLICE OFFICER	1.00
PD04N0630-003	POLICE OFFICER	1.00
PD04N0630-019	POLICE OFFICER	1.00
PD04N0630-023	POLICE OFFICER	1.00
PD04N0630-024	POLICE OFFICER	1.00
PD04N0630-027	POLICE OFFICER	1.00
PD04N0630-028	POLICE OFFICER	1.00
PD04N0630-030	POLICE OFFICER	1.00
PD04N0630-032	POLICE OFFICER	1.00
PD04N0630-033	POLICE OFFICER	1.00
PD04N0630-039	POLICE OFFICER	1.00
PD04N0630-040	POLICE OFFICER	1.00
PD04N0630-043	POLICE OFFICER	1.00
PD04N0630-045	POLICE OFFICER	1.00
PD04N0630-046	POLICE OFFICER	1.00
PD04N0630-047	POLICE OFFICER	1.00
- Home department : 001-4222 (Count: 13)		
CP03N0166-001	EVIDENCE TECHNICIAN	1.00
CP03N0167-001	SENIOR EVIDENCE TECHNICIAN	1.00
CP05N0162-001	PROPERTY ROOM ASSISTANT	1.00
CP05N0165-001	COMMUNITY SERVICE OFFICER	1.00
MP02E0621-001	POLICE CAPTAIN	1.00
MP03E0633-007	POLICE SERGEANT	1.00
PD04N0615-001	POLICE CORPORAL	1.00
PD04N0615-005	POLICE CORPORAL	1.00
PD04N0615-007	POLICE CORPORAL	1.00
PD04N0615-008	POLICE CORPORAL	1.00
PD04N0615-012	POLICE CORPORAL	1.00
PD04N0630-009	POLICE OFFICER	1.00
PD04N0630-044	POLICE OFFICER	1.00
- Home department : 001-4224 (Count: 30)		
CP05N0165-002	COMMUNITY SERVICE OFFICER	1.00
CP06N0731-003	PUBLIC SAFETY DISPATCHER II	1.00
CP06N0731-004	PUBLIC SAFETY DISPATCHER II	1.00
MP03E0633-003	POLICE SERGEANT	1.00
MP03E0633-010	POLICE SERGEANT	1.00
PD04N0615-002	POLICE CORPORAL	1.00
PD04N0615-010	POLICE CORPORAL	1.00
PD04N0630-004	POLICE OFFICER	1.00
PD04N0630-007	POLICE OFFICER	1.00
PD04N0630-008	POLICE OFFICER	1.00

Position number	Classification Title	FTE
PD04N0630-010	POLICE OFFICER	1.00
PD04N0630-011	POLICE OFFICER	1.00
PD04N0630-012	POLICE OFFICER	1.00
PD04N0630-013	POLICE OFFICER	1.00
PD04N0630-014	POLICE OFFICER	1.00
PD04N0630-015	POLICE OFFICER	1.00
PD04N0630-016	POLICE OFFICER	1.00
PD04N0630-017	POLICE OFFICER	1.00
PD04N0630-018	POLICE OFFICER	1.00
PD04N0630-020	POLICE OFFICER	1.00
PD04N0630-025	POLICE OFFICER	1.00
PD04N0630-031	POLICE OFFICER	1.00
PD04N0630-034	POLICE OFFICER	1.00
PD04N0630-036	POLICE OFFICER	1.00
PD04N0630-037	POLICE OFFICER	1.00
PD04N0630-038	POLICE OFFICER	1.00
PD04N0630-041	POLICE OFFICER	1.00
PD04N0630-042	POLICE OFFICER	1.00
PD04N0630-049	POLICE OFFICER	1.00
PD04N0630-050	POLICE OFFICER	1.00
- Home department : 001-4230 (Count: 32)		
CP03N0377-001	FIRE INSPECTOR III	1.00
MM02E0362-001	FIRE MARSHALL	1.00
CP06N0030-002	ADMINISTRATIVE ASSISTANT	1.00
FD03N0365-001	FIRE ENGINEER	1.00
FD03N0365-002	FIRE ENGINEER	1.00
FD03N0365-003	FIRE ENGINEER	1.00
FD03N0365-005	FIRE ENGINEER	1.00
FD03N0365-007	FIRE ENGINEER	1.00
FD03N0365-008	FIRE ENGINEER	1.00
FD03N0365-009	FIRE ENGINEER	1.00
FD03N0365-010	FIRE ENGINEER	1.00
FD03N0365-012	FIRE ENGINEER	1.00
FD03N0365-013	FIRE ENGINEER	1.00
FD04N0371-002	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-004	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-005	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-009	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-011	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-013	FIRE FIGHTER/PARAMEDIC	1.00
M202E0300-001	FIRE CAPTAIN	1.00
M202E0300-002	FIRE CAPTAIN	1.00
M202E0300-003	FIRE CAPTAIN	1.00
M202E0300-004	FIRE CAPTAIN	1.00
M202E0300-005	FIRE CAPTAIN	1.00
M202E0300-007	FIRE CAPTAIN	1.00

Position number	Classification Title	FTE
M202E0300-010	FIRE CAPTAIN	1.00
M202E0300-011	FIRE CAPTAIN	1.00
M202E0300-012	FIRE CAPTAIN	1.00
MF01E0315-001	FIRE CHIEF	1.00
MM02E0360-001	FIRE DIVISION CHIEF	1.00
MM02E0360-002	FIRE DIVISION CHIEF	1.00
MM02E0360-003	FIRE DIVISION CHIEF	1.00
- Home department : 001-4231 (Count: 11)		
FD03N0365-006	FIRE ENGINEER	1.00
FD03N0365-011	FIRE ENGINEER	1.00
FD04N0371-001	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-003	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-006	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-008	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-014	FIRE FIGHTER/PARAMEDIC	1.00
FD04N0371-015	FIRE FIGHTER/PARAMEDIC	1.00
M202E0300-006	FIRE CAPTAIN	1.00
M202E0300-008	FIRE CAPTAIN	1.00
M202E0300-009	FIRE CAPTAIN	1.00
- Home department : 001-4320 (Count: 11)		
MM03E0795-002	STREET MANAGER	1.00
NM07N0777-001	SIGNAL LIGHT TECHNICIAN	1.00
NM07N0779-001	SIGNAL LIGHT ASSISTANT	1.00
NM07N0791-001	STREET MAINTENANCE CREW LEADER	1.00
NM07N0791-002	STREET MAINTENANCE CREW LEADER	1.00
NM07N0800-001	STREET SUPERVISOR	1.00
NM08N0793-002	STREET MAINTENANCE WORKER II	1.00
NM08N0793-003	STREET MAINTENANCE WORKER II	1.00
NM08N0793-004	STREET MAINTENANCE WORKER II	1.00
NM08N0793-005	STREET MAINTENANCE WORKER II	1.00
NM08N0793-006	STREET MAINTENANCE WORKER II	1.00
- Home department : 001-4322 (Count: 1)		
NM08N0795-002	GRAFFITI REMOVAL OPERATOR	1.00
- Home department : 001-4400 (Count: 3)		
CP06N0025-001	SR. ADMINISTRATIVE ASSISTANT	1.00
CP06N0235-006	DEPARTMENT ASSISTANT II	1.00
MM01E0696-001	COMMUNITY SERVICES DIRECTOR	1.00
- Home department : 001-4410 (Count: 13)		
MM03E0561-002	PARKS MANAGER	1.00
NM03N0564-001	LANDSCAPE MAINTENANCE TECH	1.00
NM08N0535-001	PARKS MAINTENANCE TECHNICIAN	1.00
NM08N0535-002	PARKS MAINTENANCE TECHNICIAN	1.00
NM08N0550-001	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-002	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-003	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-004	PARKS MAINTENANCE WORKER II	1.00



Position number	Classification Title	FTE
NM08N0550-005	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-006	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-007	PARKS MAINTENANCE WORKER II	1.00
NM08N0550-008	PARKS MAINTENANCE WORKER II	1.00
NM08N0565-001	PARKS MAINTENANCE SUPERVISOR	1.00
- Home department : 001-4420 (Count: 3)		
MM01E0693-001	RECREATION MANAGER	1.00
MM03E0685-001	RECREATION SUPERVISOR	1.00
MM03E0685-003	RECREATION SUPERVISOR	1.00
- Home department : 001-4451 (Count: 10)		
CP05N0445-002	LIBRARY ASSISTANT	1.00
CP05N0445-003	LIBRARY ASSISTANT	1.00
CP05N0445-005	LIBRARY ASSISTANT	1.00
CP05N0445-006	LIBRARY ASSISTANT	1.00
CP05N0740-001	SENIOR LIBRARY ASSISTANT	1.00
CP05N0740-002	SENIOR LIBRARY ASSISTANT	1.00
MM01E0484-001	LIBRARY MANAGER	1.00
MM02E0435-001	LIBRARIAN	1.00
MM02E0435-002	LIBRARIAN	1.00
MM02E0435-003	LIBRARIAN	1.00
- Home department : 004-4510 (Count: 11.50)		
CP06N0231-001	DEPARTMENT ASSISTANT I/RPT	0.50
MM01E0647-001	GENERAL SERVICES DIRECTOR	1.00
NM06N0570-002	PARTS AND INVENTORY CLERK	1.00
NM07N0381-001	FLEET MAINTENANCE SUPERVISOR	1.00
NM07N0382-001	MECHANIC I	1.00
NM07N0495-001	MECHANIC II	1.00
NM07N0495-002	MECHANIC II	1.00
NM07N0495-003	MECHANIC II	1.00
NM07N0495-004	MECHANIC II	1.00
NM07N0495-005	MECHANIC II	1.00
NM07N0495-006	MECHANIC II	1.00
NM07N0569-001	SHOP AND PARTS SPECIALIST	1.00
- Home department : 007-4450 (Count: 2)		
CP06N0229-001	COMMUNITY SERVICES ASST	1.00
MM02E0755-001	SENIOR SERVICES ADMINISTRATOR	1.00
- Home department : 008-4610 (Count: 6)		
CP03N0115-001	ASSOCIATE PLANNER	1.00
CP06N0030-003	ADMINISTRATIVE ASSISTANT	1.00
CP06N0230-003	DEPARTMENT ASSISTANT I	1.00
MM01E0707-001	COMM DEVELOPMENT DEPUTY DIR	1.00
MM01E0752-001	PRINCIPAL PLANNER	1.00
MM02E0721-001	HOUSING & GRANTS SPECIALIST	1.00
- Home department : 008-4620 (Count: 6)		
CP03N0120-001	BUILDING INSPECTOR I	1.00
CP03N0120-002	BUILDING INSPECTOR I	1.00

Position number	Classification Title	FTE
CP03N0121-001	BUILDING INSPECTOR II	1.00
CP03N0580-001	PLANS EXAMINER	1.00
CP03N0596-001	PERMIT TECHNICIAN	1.00
MM01E0134-001	CHIEF BUILDING OFFICIAL	1.00
- Home department : 008-4630 (Count: 8)		
CP03N0140-001	CHIEF OF SURVEY PARTY	1.00
CP03N0245-001	ENGINEERING ASSISTANT	1.00
CP03N0245-002	ENGINEERING ASSISTANT	1.00
CP03N0245-003	ENGINEERING ASSISTANT	1.00
CP03N0660-001	PUBLIC WORKS INSPECTOR	1.00
CP03N0660-002	PUBLIC WORKS INSPECTOR	1.00
MM01E0651-001	CITY ENGINEER	1.00
MM02E0156-001	SENIOR CIVIL ENGINEER	1.00
- Home department : 010-4610 (Count: 20)		
CP03N0925-001	WATER CONSERVATION OFFICER	1.00
MM01E0650-001	PUBLIC WORKS DIRECTOR	1.00
MM01E0054-001	ASSISTANT PUBLIC WORKS DIRECTOR	1.00
MM03E0917-001	WATER & WW COLL UTILITY MGR	1.00
NM0070965-001	WATER UTILITY SUPERVISOR	1.00
NM05N0920-002	WATER TREATMENT TECHNICIAN	1.00
NM08N0500-001	METER READER	1.00
NM08N0500-002	METER READER	1.00
NM03N0919-001	WATER QUALITY SPECIALIST	1.00
NM08N0920-001	WATER TREATMENT TECHNICIAN	1.00
NM08N0935-002	WATER UTILITY CREW LEADER	1.00
NM08N0935-003	WATER UTILITY CREW LEADER	1.00
NM08N0945-001	WATER UTILITY MAINT. WORKER I	1.00
NM08N0945-002	WATER UTILITY MAINT. WORKER I	1.00
NM08N0945-003	WATER UTILITY MAINT. WORKER I	1.00
NM08N0945-004	WATER UTILITY MAINT. WORKER I	1.00
NM08N0945-005	WATER UTILITY MAINT. WORKER I	1.00
NM08N0950-001	WATER UTILITY MAINT. WORKER II	1.00
NM08N0950-002	WATER UTILITY MAINT. WORKER II	1.00
NM08N0950-005	WATER UTILITY MAINT. WORKER II	1.00
- Home department : 012-4710 (Count: 22)		
CP06N0025-003	SENIOR ADMINISTRATIVE ASSISTANT	1.00
CP06N0230-001	DEPARTMENT ASSISTANT I	1.00
CP06N0236-002	OFFICE ASSISTANT	1.00
MM03E0785-002	SOLID WASTE MANAGER	1.00
NM03N0790-001	SOLID WASTE SUPERVISOR	1.00
NM03N0790-002	SOLID WASTE SUPERVISOR	1.00
NM08N0775-001	SOLID WASTE MAINT CREW LEADER	1.00
NM08N0780-001	SOLID WASTE OPERATOR	1.00
NM08N0780-002	SOLID WASTE OPERATOR	1.00
NM08N0780-003	SOLID WASTE OPERATOR	1.00
NM08N0780-004	SOLID WASTE OPERATOR	1.00

Position number	Classification Title	FTE
NM08N0780-005	SOLID WASTE OPERATOR	1.00
NM08N0780-006	SOLID WASTE OPERATOR	1.00
NM08N0780-007	SOLID WASTE OPERATOR	1.00
NM08N0780-008	SOLID WASTE OPERATOR	1.00
NM08N0780-009	SOLID WASTE OPERATOR	1.00
NM08N0780-010	SOLID WASTE OPERATOR	1.00
NM08N0780-011	SOLID WASTE OPERATOR	1.00
NM08N0780-013	SOLID WASTE OPERATOR	1.00
NM08N0781-001	SOLID WASTE MAINTENANCE WORKER	1.00
NM08N0781-002	SOLID WASTE MAINTENANCE WORKER	1.00
NM08N0781-003	SOLID WASTE MAINTENANCE WORKER	1.00
- Home department : 012-4711 (Count: 10)		
NM07N0776-001	SR SOLID WASTE MAINTENANCE WKR	1.00
NM07N0776-003	SR SOLID WASTE MAINTENANCE WKR	1.00
NM08N0765-001	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-002	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-003	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-005	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-006	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-008	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-009	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-010	SENIOR SOLID WASTE OPERATOR	1.00
- Home department : 012-4712 (Count: 4)		
NM08N0782-001	SOLID WASTE OPR/ST SWEEPER	1.00
NM08N0805-001	STREET SWEEPER OPERATOR	1.00
NM08N0805-002	STREET SWEEPER OPERATOR	1.00
NM08N0805-003	STREET SWEEPER OPERATOR	1.00
- Home department : 012-4713 (Count: 2)		
NM08N0765-004	SENIOR SOLID WASTE OPERATOR	1.00
NM08N0765-007	SENIOR SOLID WASTE OPERATOR	1.00
- Home department : 015-4651 (Count: 8)		
MM02E0490-001	MANAGEMENT ANALYST	1.00
NM03N0844-001	WASTEWATER COLL. MAINT. SUPV	1.00
NM07N0865-001	WW COLL. MAINT. CREW LEADER	1.00
NM08N0870-001	WASTEWATER COLL. MAINT. WKR I	1.00
NM08N0870-002	WASTEWATER COLL. MAINT. WKR I	1.00
NM08N0875-002	WASTEWATER COLL. MAINT. WKR II	1.00
NM08N0875-004	WASTEWATER COLL. MAINT. WKR II	1.00
NM08N0875-003	WASTEWATER COLL. MAINT. WKR II	1.00
- Home department : 015-4652 (Count: 25)		
CP06N0235-007	DEPARTMENT ASSISTANT II	1.00
MM03E0884-001	OPERATIONS MANAGER	1.00
NM03N0430-001	LABORATORY TECHNICIAN	1.00
NM05N0425-001	LABORATORY ASSISTANT	1.00
NM03N0432-001	LABORATORY SUPERVISOR	1.00
NM03N0877-001	WASTEWATER ELECTRICAL TECH I	1.00

Position number	Classification Title	FTE
NM03N0879-001	WW MAINTENANCE TECH CREW LDR	1.00
NM03N0881-001	WASTEWATER MAINT TECHNICIAN II	1.00
NM03N0900-001	WWTP OPERATOR III	1.00
NM03N0900-002	WWTP OPERATOR III	1.00
NM03N0915-001	WASTEWATER PLANT SUPERVISOR	1.00
NM03N0915-002	WASTEWATER PLANT SUPERVISOR	1.00
NM05N0405-001	ENVIRONMENTAL COMPLIANCE INSP	1.00
NM05N0880-001	WASTEWATER MAINT. TECHNICIAN I	1.00
NM05N0880-002	WASTEWATER MAINT. TECHNICIAN I	1.00
NM05N0880-003	WASTEWATER MAINT. TECHNICIAN I	1.00
NM05N0890-001	WWTP OPERATOR I	1.00
NM05N0895-001	WWTP OPERATOR II	1.00
NM05N0895-002	WWTP OPERATOR II	1.00
NM05N0895-003	WWTP OPERATOR II	1.00
NM05N0895-004	WWTP OPERATOR II	1.00
NM05N0895-005	WWTP OPERATOR II	1.00
NM05N0895-007	WWTP OPERATOR II	1.00
NM05N0895-008	WWTP OPERATOR II	1.00
NM08N0905-002	WWTP OPERATOR TRAINEE	1.00
- Home department : 033-4225 (Count: 1)		
PD04N0630-022	POLICE OFFICER	1.00
- Home department : 048-4530 (Count: 10)		
MM03E0271-001	FACILITIES MT. AIRPORT OPR MGR	1.00
NM03N0275-001	FACILITIES MAINT. TECHNICIAN	1.00
NM03N0275-003	FACILITIES MAINT. TECHNICIAN	1.00
NM03N0275-004	FACILITIES MAINT. TECHNICIAN	1.00
NM08N0190-001	CUSTODIAN	1.00
NM08N0190-002	CUSTODIAN	1.00
NM08N0190-003	CUSTODIAN	1.00
NM08N0190-005	CUSTODIAN	1.00
NM08N0190-006	CUSTODIAN	1.00
NM08N0190-007	CUSTODIAN	1.00
- Home department : 600-4600 (Count: 5)		
CP02N0255-001	CONSTRUCTION COORDINATOR	1.00
CP02N0255-002	CONSTRUCTION COORDINATOR	1.00
MM01E0820-001	SENIOR PROJECT MANAGER	1.00
MM02E0886-001	PROJECT MANAGER	1.00
MM02E0886-002	PROJECT MANAGER	1.00
<b>TOTAL FULL-TIME EQUIVALENT ALLOCATED POSITIONS</b>		<b>365.00</b>

**CITY OF TULARE**  
**Salary Schedule - July 6, 2019**

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Accountant	3000	A	4590.41	26.4833	cler/prof
		B	4819.93	27.8073	
		C	5060.92	29.1978	
		D	5313.98	30.6576	
		E	5579.68	32.1904	
Accounting Technician I	3010	A	3649.33	21.0538	cler/prof
		B	3831.79	22.1064	
		C	4023.38	23.2119	
		D	4224.55	24.3724	
		E	4435.78	25.5909	
Accounting Technician I R/PT 1/2 Time	3010	A	1824.67	21.0538	cler/prof
		B	1915.89	22.1064	
		C	2011.70	23.2119	
		D	2112.27	24.3724	
		E	2217.87	25.5909	
Accounting Technician II	3012	A	4032.12	23.2622	cler/prof
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Administrative Assistant	3020	A	3649.33	21.0538	cler/prof
		B	3831.79	22.1064	
		C	4023.38	23.2119	
		D	4224.55	24.3724	
		E	4435.78	25.5909	
Animal Services Manager	2005	A	5840.15	33.6932	mmgmt
		B	6132.15	35.3779	
		C	6438.76	37.1467	
		D	6760.79	39.0041	
		E	7098.74	40.9542	
Animal Services Officer	3030	A	3577.24	20.6379	nonmgmt
		B	3756.09	21.6699	
		C	3943.91	22.7532	
		D	4141.09	23.8910	
		E	4348.14	25.0854	
Animal Services Technician	3040	A	3403.19	19.6338	cler/prof
		B	3573.37	20.6156	
		C	3752.03	21.6465	
		D	3939.63	22.7286	
		E	4136.61	23.8651	
Assistant Finance Director	2000	A	7050.12	40.6737	mmgmt
		B	7402.63	42.7075	
		C	7772.75	44.8428	
		D	8161.40	47.0850	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
		E	8569.47	49.4393	
Assistant Public Works Director	2002	A	7929.41	45.7466	mngmt
		B	8325.88	48.0339	
		C	8742.17	50.4356	
		D	9179.29	52.9574	
		E	9638.24	55.6052	
Associate Planner	3060	A	5411.67	31.2211	cler/prof
		B	5682.26	32.7823	
		C	5966.37	34.4213	
		D	6264.67	36.1424	
		E	6577.92	37.9496	
Building Inspector I	3070	A	4113.36	23.7309	cler/prof
		B	4319.03	24.9175	
		C	4534.99	26.1635	
		D	4761.74	27.4716	
		E	4999.83	28.8451	
Building Inspector II	3080	A	4777.27	27.5610	cler/prof
		B	5016.12	28.9391	
		C	5266.93	30.3860	
		D	5530.29	31.9054	
		E	5806.79	33.5009	
Chief Building Official	2010	A	6945.44	40.0698	mngmt
		B	7292.68	42.0737	
		C	7657.33	44.1770	
		D	8040.19	46.3858	
		E	8442.20	48.7051	
Chief Deputy City Clerk	2020	A	6040.17	34.8473	mngmt
		B	6342.17	36.5893	
		C	6659.27	38.4188	
		D	6992.25	40.3399	
		E	7341.86	42.3568	
Chief of Survey Party	3090	A	4636.43	26.7486	cler/prof
		B	4868.25	28.0860	
		C	5111.65	29.4902	
		D	5367.25	30.9649	
		E	5635.61	32.5131	
City Engineer	2024	A	9046.89	52.1938	mngmt
		B	9499.25	54.8034	
		C	9974.21	57.5436	
		D	10472.91	60.4207	
		E	10996.56	63.4418	
City Manager	1000	A	13282.81	76.6310	depthead
		B	13946.85	80.4632	
		C	14644.20	84.4858	
		D	15376.42	88.7104	
		E	16145.26	93.1459	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Code Enforcement Officer	3100	A	4777.27	27.5610	cler/prof
		B	5016.12	28.9391	
		C	5266.94	30.3860	
		D	5530.29	31.9054	
		E	5806.79	33.5009	
Code Enforcement Officer/Substandard Housing Compliance	3102	A	4777.26	27.5610	cler/prof
		B	5016.12	28.9391	
		C	5266.92	30.3860	
		D	5530.28	31.9054	
		E	5806.77	33.5009	
Community Development Deputy Director	2030	A	9046.89	52.1938	mmgmt
		B	9499.25	54.8035	
		C	9974.21	57.5438	
		D	10472.91	60.4208	
		E	10996.56	63.4421	
Community and Economic Development Director	1042	A	9995.88	57.6687	depthead
		B	10495.67	60.5521	
		C	11020.45	63.5798	
		D	11571.48	66.7587	
		E	12150.05	70.0966	
Community Service Assistant	3120	A	3302.86	19.0550	cler/prof
		B	3468.01	20.0077	
		C	3641.41	21.0082	
		D	3823.47	22.0586	
		E	4014.65	23.1616	
Community Service Officer	3110	A	3577.24	20.6379	cler/prof
		B	3756.09	21.6699	
		C	3943.91	22.7532	
		D	4141.09	23.8910	
		E	4348.14	25.0854	
Community Services Director	1044	A	9046.88	52.1938	depthead
		B	9499.23	54.8035	
		C	9974.19	57.5437	
		D	10472.90	60.4208	
		E	10996.56	63.4420	
Computer Systems Analyst	2040	A	6380.81	36.8123	mmgmt
		B	6699.85	38.6531	
		C	7034.86	40.5858	
		D	7386.61	42.6150	
		E	7755.93	44.7458	
Construction Coordinator	3123	A	5520.72	31.8503	nonmgt
		B	5796.74	33.4428	
		C	6086.59	35.1150	
		D	6390.92	36.8707	
		E	6710.46	38.7142	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Crime Analyst	2048	A	5141.84	29.6645	mmgmt
		B	5398.92	31.1478	
		C	5668.86	32.7051	
		D	5952.33	34.3403	
		E	6249.94	36.0574	
Custodian	3130	A	2858.08	16.4890	nonmgt
		B	3000.98	17.3133	
		C	3151.05	18.1792	
		D	3308.59	19.0880	
		E	3474.02	20.0426	
Department Assistant I	3140	A	2989.30	17.2460	cler/prof
		B	3138.76	18.1083	
		C	3295.71	19.0137	
		D	3460.51	19.9643	
		E	3633.51	20.9625	
Department Assistant I R/PT 1/2 Time	3140	A	1494.65	17.2460	cler/prof
		B	1569.38	18.1083	
		C	1647.86	19.0137	
		D	1730.22	19.9643	
		E	1816.76	20.9625	
Department Assistant II	3142	A	3302.86	19.0550	cler/prof
		B	3468.01	20.0077	
		C	3641.41	21.0082	
		D	3823.47	22.0586	
		E	4014.65	23.1616	
Deputy City Clerk/Records Coordinator	2060	A	4500.39	25.9640	mmgmt
		B	4725.43	27.2621	
		C	4961.69	28.6253	
		D	5209.79	30.0564	
		E	5470.25	31.5592	
Engineering Assistant	3156	A	4947.00	28.5406	cler/prof
		B	5194.34	29.9674	
		C	5454.07	31.4659	
		D	5726.77	33.0389	
		E	6013.12	34.6911	
Environmental Compliance Inspector	3160	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Evidence Technician	3170	A	4217.23	24.3302	cler/prof
		B	4428.10	25.5467	
		C	4649.50	26.8239	
		D	4881.98	28.1653	
		E	5126.08	29.5736	



<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Facilities Maintenance & Airport Operations Manager	2080	A	5803.90	33.4841	mmgmt
		B	6094.09	35.1582	
		C	6398.82	36.9161	
		D	6718.75	38.7619	
		E	7054.69	40.7001	
Facilities Maintenance Technician	3180	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Finance Director/Treasurer	1050	A	9951.58	57.4131	depthead
		B	10449.17	60.2838	
		C	10971.63	63.2982	
		D	11520.21	66.4630	
		E	12096.20	69.7863	
Fire Captain	4010	A	6270.94	36.1784	mfire24
		B	6584.48	37.9874	
		C	6913.70	39.8867	
		D	7259.38	41.8811	
		E	7622.37	43.9753	
Fire Chief	1060	A	10548.15	60.8549	depthead
		B	11075.57	63.8975	
		C	11629.34	67.0924	
		D	12210.80	70.4471	
		E	12821.35	73.9696	
Fire Division Chief	4000	A	8672.13	50.0318	mfire24
		B	9105.75	52.5334	
		C	9561.04	55.1600	
		D	10039.10	57.9180	
		E	10541.04	60.8138	
Fire Engineer	4020	A	5085.78	29.3410	fire
		B	5340.07	30.8080	
		C	5607.07	32.3484	
		D	5887.43	33.9660	
		E	6181.79	35.6642	
Fire Inspector I	3190	A	4113.36	23.7309	cler/prof
		B	4319.03	24.9175	
		C	4535.99	26.1635	
		D	4761.73	27.4716	
		E	4999.83	28.8451	
Fire Inspector II	3192	A	4544.85	26.2203	cler/prof
		B	4772.09	27.5314	
		C	5010.70	28.9078	
		D	5261.22	30.3531	
		E	5524.28	31.8711	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Fire Inspector III	3194	A	4971.73	28.6831	cler/prof
		B	5220.32	30.1173	
		C	5481.34	31.6230	
		D	5755.42	33.2044	
		E	6043.17	34.8644	
Fire Marshall	2092	A	5840.15	33.6932	mmgt
		B	6132.15	35.3778	
		C	6438.76	37.1467	
		D	6760.79	39.0046	
		E	7098.74	40.9543	
Firefighter/Paramedic	4030	A	4838.34	27.9136	fire
		B	5080.26	29.3092	
		C	5334.28	30.7746	
		D	5600.98	32.3134	
		E	5881.04	33.9291	
Fleet Maintenance Supervisor	3202	A	5022.13	28.9738	nonmgt
		B	5273.24	30.4224	
		C	5536.89	31.9437	
		D	5813.73	33.5408	
		E	6104.42	35.2179	
General Services Director	1063	A	9046.88	52.1938	depthead
		B	9499.23	54.8035	
		C	9974.19	57.5437	
		D	10472.90	60.4208	
		E	10996.56	63.4420	
Graffiti Removal Operator	3210	A	3489.14	20.1297	nonmgt
		B	3663.59	21.1361	
		C	3846.76	22.1929	
		D	4039.12	23.3026	
		E	4241.06	24.4677	
Housing and Grants Specialist	2095	A	4898.63	28.2615	mmgmt
		B	5143.55	29.6745	
		C	5400.74	31.1581	
		D	5670.78	32.7161	
		E	5954.32	34.3519	
Human Resources Analyst	2100	A	4367.72	25.1985	mmgmt
		B	4586.10	26.4583	
		C	4815.42	27.7812	
		D	5056.18	29.1703	
		E	5309.00	30.6288	
Human Resources Director	1065	A	9137.60	52.7169	depthead
		B	9594.48	55.3527	
		C	10074.20	58.1204	
		D	10577.92	61.0265	
		E	11106.80	64.0777	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Information Technology Manager	2110	A	7050.12	40.6739	mmgmt
		B	7402.63	42.7076	
		C	7772.75	44.8430	
		D	8161.40	47.0851	
		E	8569.47	49.4393	
Kennel Technician	3220	A	2787.69	16.0829	nonmgt
		B	2927.08	16.8871	
		C	3073.44	17.7314	
		D	3227.10	18.6181	
		E	3388.46	19.5488	
Laboratory Assistant	3240	A	2959.63	17.0748	nonmgt
		B	3107.61	17.9286	
		C	3262.99	18.8249	
		D	3426.14	19.7664	
		E	3597.46	20.7546	
Laboratory Supervisor	3245	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	
Laboratory Technician	3250	A	3913.26	22.5766	nonmgt
		B	4108.91	23.7052	
		C	4314.35	24.8904	
		D	4530.07	26.1351	
		E	4756.57	27.4417	
Landscape Maintenance Technician	3265	A	3816.86	22.0204	nonmgt
		B	4007.70	23.1214	
		C	4208.09	24.2773	
		D	4418.50	25.4914	
		E	4639.42	26.7661	
Librarian	2120	A	4345.99	25.0730	mmgmt
		B	4563.28	26.3266	
		C	4791.45	27.6430	
		D	5031.02	29.0252	
		E	5282.57	30.4765	
Library Assistant	3270	A	2989.30	17.2460	cler/prof
		B	3138.76	18.1083	
		C	3295.71	19.0137	
		D	3460.51	19.9643	
		E	3633.51	20.9625	
Library Manager	2130	A	6380.81	36.8123	mmgmt
		B	6699.85	38.6531	
		C	7034.86	40.5858	
		D	7386.61	42.6150	
		E	7755.93	44.7458	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Management Analyst	2140	A	4898.63	28.2613	mmgmt
		B	5143.55	29.6745	
		C	5400.73	31.1581	
		D	5670.77	32.7159	
		E	5954.31	34.3519	
Mechanic I	3280	A	3126.55	18.0379	nonmgt
		B	3282.87	18.9396	
		C	3447.02	19.8867	
		D	3619.36	20.8810	
		E	3800.32	21.9251	
Mechanic II	3282	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Meter Reader	3290	A	3064.79	17.6815	nonmgt
		B	3218.02	18.5655	
		C	3378.93	19.4939	
		D	3547.88	20.4684	
		E	3725.27	21.4919	
Office Assistant	3294	A	2216.19	12.7856	cler/prof
		B	2327.00	13.4250	
		C	2443.34	14.0963	
		D	2565.50	14.8010	
		E	2693.79	15.5410	
Parks Maintenance Supervisor	3320	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	
Parks Maintenance Technician	3330	A	3816.86	22.0204	nonmgt
		B	4007.70	23.1214	
		C	4208.09	24.2773	
		D	4418.50	25.4914	
		E	4639.42	26.7661	
Parks Maintenance Worker I	3340	A	3142.17	18.1280	nonmgt
		B	3299.29	19.0344	
		C	3464.24	19.9860	
		D	3637.46	20.9854	
		E	3819.34	22.0347	
Parks Maintenance Worker II	3342	A	3471.77	20.0296	nonmgt
		B	3645.35	21.0309	
		C	3827.63	22.0825	
		D	4019.01	23.1867	
		E	4219.97	24.3459	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Parks Manager	2150	A	5521.55	31.8551	mmgmt
		B	5797.60	33.4478	
		C	6087.47	35.1201	
		D	6391.86	36.8762	
		E	6711.47	38.7200	
Parts and Inventory Clerk	3350	A	2989.30	17.2460	nonmgt
		B	3138.76	18.1083	
		C	3295.71	19.0137	
		D	3460.51	19.9643	
		E	3633.51	20.9625	
Payroll Specialist	3360	A	4455.08	25.7024	cler/prof conf
		B	4677.83	26.9875	
		C	4911.73	28.3369	
		D	5157.30	29.7537	
		E	5415.18	31.2413	
Permit Technician	3370	A	3797.88	21.9107	cler/prof
		B	3987.77	23.0065	
		C	4187.16	24.1566	
		D	4396.52	25.3644	
		E	4616.33	26.6328	
Plans Examiner	3380	A	4947.00	28.5406	cler/prof
		B	5194.34	29.9674	
		C	5454.07	31.4659	
		D	5726.77	33.0389	
		E	6013.12	34.6911	
Police Captain	5000	A	8758.85	50.5321	mpolice
		B	9196.81	53.0587	
		C	9656.67	55.7117	
		D	10139.48	58.4972	
		E	10646.45	61.4220	
Police Chief	1080	A	10718.79	61.8406	depthead
		B	11254.73	64.9327	
		C	11817.48	68.1794	
		D	12408.34	71.5883	
		E	13028.77	75.1676	
Police Corporal	5030	A	5728.83	33.0509	police
		B	6015.26	34.7036	
		C	6316.04	36.4386	
		D	6631.83	38.2607	
		E	6963.42	40.1735	
Police Lieutenant	5010	A	7927.32	45.7345	mpolice
		B	8323.69	48.0213	
		C	8739.87	50.4224	
		D	9176.87	52.9434	
		E	9635.70	55.5905	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Police Officer	5040	A	5184.93	29.9132	police
		B	5444.19	31.4087	
		C	5716.40	32.9793	
		D	6002.22	34.6283	
		E	6302.33	36.3596	
Police Officer Trainee	3390	A	4154.61	23.9690	cler/prof
		B	4362.33	25.1674	
		C	4580.45	26.4256	
		D	4809.48	27.7471	
		E	5049.96	29.1344	
Police Receptionist	3400	A	2216.19	12.7856	cler/prof
		B	2327.00	13.4250	
		C	2443.34	14.0963	
		D	2565.50	14.8010	
		E	2693.79	15.5411	
Police Records Manager	2172	A	5141.84	29.6645	mmgmt
		B	5398.92	31.1478	
		C	5668.86	32.7051	
		D	5952.33	34.3403	
		E	6249.94	36.0574	
Police Records Specialist	3410	A	3437.32	19.8308	cler/prof
		B	3609.19	20.8223	
		C	3789.65	21.8633	
		D	3979.51	22.9565	
		E	4178.08	24.1044	
Police Sergeant	5020	A	6825.66	39.3787	mpolice
		B	7166.93	41.3477	
		C	7525.27	43.4151	
		D	7901.55	45.5858	
		E	8296.62	47.8651	
Principal Planner	2160	A	7410.66	42.7538	mmgmt
		B	7781.19	44.8915	
		C	8170.27	47.1361	
		D	8578.78	49.4930	
		E	9007.71	51.9677	
Project Manager	2164	A	7410.66	42.7538	mmgmt
		B	7781.19	44.8915	
		C	8170.27	47.1361	
		D	8578.78	49.4930	
		E	9007.71	51.9677	
Property Room Assistant	3425	A	2959.64	17.0748	cler/prof
		B	3107.61	17.9286	
		C	3262.99	18.8249	
		D	3426.14	19.7664	
		E	3597.46	20.7546	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Public Safety Dispatcher I	3430	A	3577.24	20.6379	cler/prof
		B	3756.09	21.6699	
		C	3943.91	22.7532	
		D	4141.09	23.8910	
		E	4348.14	25.0854	
Public Safety Dispatcher II	3432	A	3932.82	22.6893	cler/prof
		B	4129.45	23.8237	
		C	4335.93	25.0151	
		D	4552.73	26.2657	
		E	4780.36	27.5789	
Public Works Director	1090	A	10270.33	59.2518	depthead
		B	10783.83	62.2147	
		C	11323.04	65.3255	
		D	11889.19	68.5916	
		E	12483.64	72.0213	
Public Works Inspector	3440	A	5411.67	31.2211	cler/prof
		B	5682.26	32.7823	
		C	5966.37	34.4213	
		D	6264.67	36.1424	
		E	6577.92	37.9496	
Recreation Manager	2178	A	6070.36	35.0213	mmgmt
		B	6373.88	36.7723	
		C	6692.57	38.6110	
		D	7027.20	40.5414	
		E	7378.57	42.5687	
Recreation Supervisor	2180	A	4500.39	25.9640	mmgmt
		B	4725.44	27.2621	
		C	4961.69	28.6253	
		D	5209.79	30.0564	
		E	5470.26	31.5593	
Safety & Regulatory Compliance Analyst	2190	A	5047.42	29.1199	mmgmt
		B	5299.80	30.5757	
		C	5564.80	32.1047	
		D	5843.04	33.7098	
		E	6135.19	35.3953	
Senior Administrative Assistant	3450	A	4092.91	23.6129	cler/prof
		B	4297.55	24.7936	
		C	4512.43	26.0331	
		D	4738.04	27.3351	
		E	4974.95	28.7021	
Senior Civil Engineer	2200	A	7410.66	42.7538	mmgmt
		B	7781.19	44.8916	
		C	8170.27	47.1360	
		D	8578.78	49.4929	
		E	9007.71	51.9676	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Senior Evidence Technician	3460	A	4659.62	26.8825	cler/prof
		B	4892.59	28.2265	
		C	5137.21	29.6378	
		D	5394.07	31.1197	
		E	5663.78	32.6756	
Senior Library Assistant	3470	A	3270.08	18.8658	cler/prof
		B	3433.59	19.8091	
		C	3605.28	20.7997	
		D	3785.53	21.8397	
		E	3974.81	22.9317	
Senior Management Analyst	2210	A	5412.47	31.2258	mmgmt
		B	5683.08	32.7871	
		C	5967.24	34.4264	
		D	6265.61	36.1478	
		E	6578.88	37.9551	
Senior Planner	2215	A	6040.17	34.8473	mmgmt
		B	6342.17	36.5894	
		C	6659.27	38.4191	
		D	6992.25	40.3400	
		E	7341.86	42.3569	
Senior Project Manager	2217	A	7929.41	45.7466	mmgmt
		B	8325.88	48.0339	
		C	8742.17	50.4355	
		D	9179.29	52.9574	
		E	9638.25	55.6052	
Senior Public Safety Dispatcher	3480	A	4345.35	25.0694	cler/prof
		B	4562.61	26.3228	
		C	4790.74	27.6389	
		D	5030.29	29.0208	
		E	5281.80	30.4720	
Senior Services Administrator	2220	A	5279.16	30.4566	mmgmt
		B	5543.13	31.9797	
		C	5820.27	33.5784	
		D	6111.29	35.2574	
		E	6416.85	37.0204	
Senior Solid Waste Maintenance Worker	3500	A	3506.60	20.2303	nonmgt
		B	3681.91	21.2418	
		C	3866.00	22.3039	
		D	4059.30	23.4191	
		E	4262.27	24.5902	
Senior Solid Waste Operator	3510	A	3506.60	20.2303	nonmgt
		B	3681.91	21.2418	
		C	3866.00	22.3039	
		D	4059.31	23.4191	
		E	4262.27	24.5902	



<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Shop and Parts Specialist	3514	A	3628.27	20.9324	nonmgt
		B	3809.67	21.9791	
		C	4000.15	23.0779	
		D	4200.14	24.2320	
		E	4410.15	25.4435	
Signal Light Assistant	3524	A	3489.14	20.1297	nonmgt
		B	3663.59	21.1361	
		C	3846.76	22.1929	
		D	4039.12	23.3026	
		E	4241.09	24.4677	
Signal Light Technician	3520	A	4217.24	24.3302	nonmgt
		B	4428.10	25.5467	
		C	4649.50	26.8239	
		D	4881.98	28.1653	
		E	5126.08	29.5736	
Solid Waste Maintenance Crew Leader	3535	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Solid Waste Maintenance Worker	3540	A	3157.87	18.2187	nonmgt
		B	3315.78	19.1295	
		C	3481.57	20.0860	
		D	3655.65	21.0902	
		E	3838.44	22.1447	
Solid Waste Manager	2230	A	5521.54	31.8551	mmgmt
		B	5797.60	33.4478	
		C	6087.47	35.1201	
		D	6391.86	36.8762	
		E	6711.46	38.7200	
Solid Waste Operator	3550	A	3369.42	19.4390	nonmgt
		B	3537.90	20.4111	
		C	3714.79	21.4315	
		D	3900.52	22.5029	
		E	4095.56	23.6282	
Solid Waste Operator/Street Sweeper	3560	A	3595.12	20.7410	nonmgt
		B	3774.89	21.7783	
		C	3963.62	22.8672	
		D	4161.81	24.0106	
		E	4369.90	25.2111	
Solid Waste Supervisor	3570	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Street Maintenance Crew Leader	3590	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Street Maintenance Worker I	3600	A	3157.87	18.2187	nonmgt
		B	3315.78	19.1295	
		C	3481.57	20.0860	
		D	3655.66	21.0902	
		E	3838.44	22.1447	
Street Maintenance Worker II	3602	A	3489.14	20.1297	nonmgt
		B	3663.59	21.1361	
		C	3846.76	22.1929	
		D	4039.12	23.3026	
		E	4241.06	24.4677	
Street Manager	2240	A	6040.16	34.8472	mmgmt
		B	6342.17	36.5893	
		C	6659.27	38.4188	
		D	6992.25	40.3399	
		E	7341.86	42.3568	
Street Supervisor	3610	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	
Street Sweeper Operator	3620	A	3595.12	20.7410	nonmgt
		B	3774.89	21.7783	
		C	3963.62	22.8672	
		D	4161.81	24.0106	
		E	4369.90	25.2111	
Transit Analyst	2244	A	4898.63	28.2613	mmgmt
		B	5143.55	29.6745	
		C	5400.73	31.1581	
		D	5670.76	32.7159	
		E	5954.29	34.3518	
Transit Coordinator	3630	A	4032.12	23.2622	cler/prof
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Veterinary Technician	3635	A	3577.24	20.6379	cler/prof
		B	3756.09	21.6699	
		C	3943.91	22.7532	
		D	4141.09	23.8910	
		E	4348.14	25.0854	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Wastewater Collection Maintenance Crew Leader	3640	A	4217.71	24.3327	nonmgt
		B	4428.59	25.5494	
		C	4650.03	26.8267	
		D	4882.51	28.1682	
		E	5126.63	29.5766	
Wastewater Collection Maintenance Supervisor	3650	A	5548.32	32.0096	nonmgt
		B	5825.72	33.6100	
		C	6117.01	35.2905	
		D	6422.88	37.0551	
		E	6744.02	38.9078	
Wastewater Collection Maintenance Worker I	3660	A	3319.39	19.1503	nonmgt
		B	3485.35	20.1077	
		C	3659.61	21.1133	
		D	3842.60	22.1689	
		E	4034.74	23.2773	
Wastewater Collection Maintenance Worker II	3662	A	3667.58	21.1591	nonmgt
		B	3850.95	22.2169	
		C	4043.49	23.3281	
		D	4245.67	24.4942	
		E	4457.95	25.7189	
Wastewater Electrical Technician I	3664	A	3932.82	22.6894	nonmgt
		B	4129.46	23.8238	
		C	4335.93	25.0151	
		D	4552.72	26.2658	
		E	4780.37	27.5791	
Wastewater Electrical Technician II	3666	A	4173.24	24.0763	nonmgt
		B	4381.92	25.2804	
		C	4601.01	26.5442	
		D	4831.06	27.8715	
		E	5072.62	29.2651	
Wastewater Maintenance Technician Crew Leader	3676	A	4636.94	26.7515	nonmgt
		B	4868.79	28.0891	
		C	5112.24	29.4936	
		D	5367.84	30.9682	
		E	5636.23	32.5167	
Wastewater Maintenance Technician I	3670	A	3932.82	22.6893	nonmgt
		B	4129.45	23.8237	
		C	4335.93	25.0151	
		D	4552.73	26.2657	
		E	4780.36	27.5789	
Wastewater Maintenance Technician II	3672	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Wastewater Treatment Plant Manager	2260	A	6380.81	36.8123	mmgmt
		B	6699.85	38.6531	
		C	7034.86	40.5858	
		D	7386.61	42.6150	
		E	7755.93	44.7458	
Wastewater Treatment Plant Operator I	3682	A	3649.33	21.0538	nonmgt
		B	3831.79	22.1064	
		C	4023.38	23.2119	
		D	4224.55	24.3724	
		E	4435.78	25.5909	
Wastewater Treatment Plant Operator II	3684	A	4032.12	23.2622	nonmgt
		B	4233.73	24.4254	
		C	4445.41	25.6466	
		D	4667.69	26.9290	
		E	4901.06	28.2755	
Wastewater Treatment Plant Operator III	3686	A	4922.39	28.3983	nonmgt
		B	5168.51	29.8183	
		C	5426.93	31.3093	
		D	5698.28	32.8747	
		E	5983.21	34.5185	
Wastewater Treatment Plant Operator Trainee	3680	A	3142.17	18.1280	nonmgt
		B	3299.29	19.0344	
		C	3464.24	19.9860	
		D	3637.46	20.9854	
		E	3819.34	22.0347	
Wastewater Treatment Plant Supervisor	3678	A	5593.95	32.2729	nonmgt
		B	5873.64	33.8865	
		C	6167.32	35.5807	
		D	6475.68	37.3597	
		E	6799.48	39.2278	
Water Conservation Officer	3695	A	3577.24	20.6379	nonmgt
		B	3756.09	21.6699	
		C	3943.91	22.7532	
		D	4141.09	23.8910	
		E	4348.14	25.0854	
Water Quality Specialist	3698	A	4683.60	27.0208	nonmgt
		B	4917.78	28.3718	
		C	5163.67	29.7904	
		D	5421.85	31.2799	
		E	5692.95	32.8490	
Water & Wastewater Collection Utility Manager	2270	A	6073.68	24.4555	mmgmt
		B	6377.38	25.6782	
		C	6696.25	26.9621	
		D	7031.06	28.3104	
		E	7382.61	29.7258	

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
Water Treatment Technician	3700	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	
Water Utility Maintenance Crew Leader	3710	A	4323.73	24.9446	nonmgt
		B	4539.92	26.1918	
		C	4766.89	27.5013	
		D	5005.26	28.8766	
		E	5255.52	30.3203	
Water Utility Maintenance Worker I	3720	A	3369.42	19.4390	nonmgt
		B	3537.90	20.4111	
		C	3714.79	21.4315	
		D	3900.52	22.5029	
		E	4095.56	23.6282	
Water Utility Maintenance Worker II	3722	A	3722.86	21.4780	nonmgt
		B	3908.99	22.5520	
		C	4104.44	23.6794	
		D	4309.67	24.8636	
		E	4525.16	26.1068	
Water Utility Supervisor	3730	A	4777.27	27.5610	nonmgt
		B	5016.12	28.9391	
		C	5266.94	30.3860	
		D	5530.29	31.9054	
		E	5806.79	33.5009	
Tulare City Council Member	ccm				council
* \$5.00 per meeting to a maximum of \$300 per year as outlined in City Charter					

**2/19/2019 Council Approved Salary Increases** (retro 7/6/18)  
Miscellaneous Mid-Mgrs, Dept Heads. Police Management: 2%

**6/23/2018 Council Approved Salary Increases**  
Fire 2%

**1/6/2018 Council Approved Salary Increases**  
Miscellaneous 2.5%, CLOCEA, Mid\_Mgrs, Dept Heads  
Fire 4.75%  
POU 5.75%  
Police Sup/Mgt 4.75%

**2/19/2019 Council Approved Salary Increases**  
Miscellaneous Mid-Mgrs, Dept Heads: 2%  
Police Sup/Mgt: 2%

<b>CLASSIFICATION</b>	<b>Code</b>	<b>Step</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Group</b>
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<b>5/21/2019 Council Approved Salary Increases</b>					
Miscellaneous employees (CLOCEA): 2% (Retro to 7/7/18)					

<b>7/6/2019 Council Approved Salary Increases</b>					
Miscellaneous employees (CLOCEA): 2%					

**City of Tulare**  
**Parks, Library and Recreation Department**  
**Part-Time and Seasonal Employee Wage Rates**  
**July 1, 2019 – December 31, 2019**

**SENIOR ADULT PROGRAMS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Senior Service Recreation Leader	\$12.00/hour	\$12.25/hour	\$12.50/hour
Senior Meals Delivery Aide	\$12.00/hour	\$12.25/hour	\$12.50/hour
Kitchen Attendant	\$12.00/hour	\$12.25/hour	\$12.50/hour

**GENERAL, NON-SPECIFIC**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>
Project Aide	\$22.50/hour	\$23.50/hour	\$24.50/hour	\$25.50/hour
Softball Tournament Attendant	\$12.00/hour	\$12.25/hour	\$12.50/hour	\$12.75/hour
Building Attendant	\$12.00/hour	\$12.75/hour	\$13.50/hour	\$14.25/hour
Transportation Driver	\$12.00/hour	\$12.25/hour	\$12.50/hour	\$12.75/hour
Sports Assistant	\$12.00/hour	\$12.25/hour	\$12.50/hour	\$12.75/hour
Staff Helper	\$12.00/hour	\$12.50/hour	\$13.00/hour	\$13.50/hour

**PARKS OPERATIONS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Park Ranger	\$12.50/hour	\$13.50/hour	\$14.50/hour
Park Attendant	\$12.00/hour	\$12.50/hour	\$13.00/hour
Security Specialist	\$12.00/hour	\$12.50/hour	\$13.00/hour
Landscape & Lighting Coordinator	\$25.00/hour	\$26.25/hour	\$27.50/hour

REVISED: 3/26/2019  
 Recreation Commission Approval: 4/09/19

**City of Tulare**  
**Parks, Library and Recreation Department**  
**Part-Time and Seasonal Employee Wage Rates**  
**January 1, 2020 – June 30, 2020**

**ADULT AND YOUTH SPORTS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>
Adult Sports Time/Scorekeeper	\$13.00/game	\$13.50/game	\$14.00/game	\$14.50/game
Softball Official	\$21.00/game	\$22.00/game	\$23.00/game	\$24.00/game
Basketball Referee	\$20.00/game	\$21.00/game	\$22.00/game	\$23.00/game
Ballfield Groundskeeper	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Youth Sports Leader	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Youth Sports Time/Scorekeeper	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Youth Sports Official	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour

**PLAYGROUNDS AND YOUTH CENTERS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Youth Recreation Leader	\$13.00/hour	\$13.25/hour	\$13.50/hour
Sr. Youth Recreation Leader	\$14.00/hour	\$14.25/hour	\$14.50/hour

**INSTRUCTIONAL CLASSES**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Special Interest Instructor I	\$13.00/hour	\$14.00/hour	\$15.00/hour
Special Interest Instructor II	\$16.00/hour	\$17.00/hour	\$18.00/hour
Special Interest Instructor III	\$21.00/hour	\$22.00/hour	\$23.00/hour

**AQUATICS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Lifeguard	\$13.00/hour	\$13.25/hour	\$13.50/hour
Senior Lifeguard (WSI certified)	\$14.00/hour	\$14.25/hour	\$14.50/hour
Swim Instructor	\$13.00/hour	\$13.25/hour	\$13.50/hour
Pool Attendant	\$13.00/hour	\$13.25/hour	\$13.50/hour
Pool Operations Manager	\$16.50/hour	\$17.00/hour	\$17.50/hour



**City of Tulare**  
**Parks, Library and Recreation Department**  
**Part-Time and Seasonal Employee Wage Rates**  
**January 1, 2020 – June 30, 2020**

**SENIOR ADULT PROGRAMS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Senior Service Recreation Leader	\$13.00/hour	\$13.25/hour	\$13.50/hour
Senior Meals Delivery Aide	\$13.00/hour	\$13.25/hour	\$13.50/hour
Kitchen Attendant	\$13.00/hour	\$13.25/hour	\$13.50/hour

**GENERAL, NON-SPECIFIC**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>
Project Aide	\$22.50/hour	\$23.50/hour	\$24.50/hour	\$25.50/hour
Softball Tournament Attendant	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Building Attendant	\$13.50/hour	\$14.00/hour	\$14.50/hour	\$15.00/hour
Transportation Driver	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Sports Assistant	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour
Staff Helper	\$13.00/hour	\$13.25/hour	\$13.50/hour	\$13.75/hour

**PARKS OPERATIONS**

	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>
Park Ranger	\$13.50/hour	\$14.50/hour	\$15.50/hour
Park Attendant	\$13.00/hour	\$13.50/hour	\$14.00/hour
Security Specialist	\$13.00/hour	\$13.50/hour	\$14.00/hour
Landscape & Lighting Coordinator	\$25.00/hour	\$26.25/hour	\$27.50/hour

REVISED: 3/21/2019  
 Recreation Commission Approval: 4/09/19

<b>AGENDA ITEM:</b>
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**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Tulare Police Department

**For Council Meeting of:** June 4, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Public Hearing to pass-to-print Ordinance 19-\_\_\_ amending Title 5 (Business Regulations) adding Chapter 5.104 (Massage Establishments and Services) of the Tulare Municipal Code.

**IS PUBLIC HEARING REQUIRED:** Yes  No

**BACKGROUND/EXPLANATION:**

During the Council Goal Setting Workshop in February 2019, staff received direction to review the City's Municipal Code regarding massage establishments and services.

The Tulare Police Department conducted research on Massage Parlors throughout the city and the potential unlawful activity occurring at these establishments. It was found that the current city ordinance is outdated and does not assist in the enforcement of illegal activity associated with these businesses.

At the May 14, 2019, the Council reviewed the proposed Ordinance and directed staff to move forward in the process with consideration of the City Council being a part of the appeal provisions within same.

**STAFF RECOMMENDATION:**

Pass-to-print Ordinance 19-\_\_\_ amending Title 5 (Business Regulations) adding Chapter 5.104 (Massage Establishments and Services) of the Tulare Municipal Code.

**CITY ATTORNEY REVIEW:** N/A

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

**Submitted by:** Wes Hensley

**Title:** Chief of Police

**Date:** May 15, 2019

**City Manager Approval:** \_\_\_\_\_

**ORDINANCE 19-\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF TULARE, CALIFORNIA AMENDING TITLE 5 (BUSINESS  
REGULATIONS; ADDING CHAPTER 5.104 (RELATING TO MASSAGE  
ESTABLISHMENTS AND SERVICES) OF THE TULARE MUNICIPAL CODE**

**WHEREAS**, there is substantial research that indicates that the skillful practice of massage can provide many health benefits including relief of pain from disease, injury and other sources, and that massage can be a valuable component of a wellness program; and

**WHEREAS**, in 2008 the California Legislature passed SB 731 which added a new Chapter 10.5 to the California Business and Professions Code which provided for the formation of a nonprofit Massage Therapy Organization to oversee a state-sanctioned program of voluntary certification for Massage Practitioners so that such persons could avoid being required to obtain local massage permits; and

**WHEREAS**, in compliance with SB 731, the City of Tulare ("city") amended Chapter 8.28 and the zoning provisions of the Tulare Municipal Code; and

**WHEREAS**, SB 731 had a sunset date of January 2, 2015; and

**WHEREAS**, in September 2014 the Legislature adopted AB 1147, amending the laws enacted by SB 731 and the various amendments thereto; and

**WHEREAS**, the purpose of AB 1147 was to restore much of the local control and land use authority to local governments which had been usurped by SB 731 and the various amendments thereto; and

**WHEREAS**, the changes that the city was required to make in compliance with SB 731 and the subsequent amendments thereto severely limited the manner in which the city could regulate Massage Establishment businesses; and

**WHEREAS**, the city has experienced a number of problems with illicit activities at Massage Establishments since the passage of SB 731;

**WHEREAS**, the City Council desires to add Chapter 5.104 to the Tulare Municipal Code in order to set clear standards for Massage Establishment businesses and the practice of massage in order to protect the public; and

**////**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TULARE DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 5.104 of the Tulare Municipal Code shall read as follows:

**Chapter 5.10**

**MESSAGE ESTABLISHMENTS AND SERVICES**

- 5.104.010 PURPOSE AND INTENT.**
- 5.104.020 DEFINITIONS.**
- 5.104.030 CAMTC CERTIFICATION AND LOCAL CERTIFICATION REQUIRED.**
- 5.104.040 MESSAGE BUSINESS REGISTRATION.**
- 5.104.050 BUSINESS LICENSE/OTHER PERMITS REQUIRED**
- 5.104.060 OPERATING REQUIREMENTS.**
- 5.104.070 INSPECTION BY OFFICIALS.**
- 5.104.080 NOTIFICATIONS.**
- 5.104.090 EXEMPTIONS.**
- 5.104.100 EXISTING MESSAGE BUSINESSES.**
- 5.104.110 UNLAWFUL BUSINESS PRACTICES MAY BE ENJOINED; REMEDIES CUMULATIVE.**
- 5.104.120 ADMINISTRATIVE CITATION.**
- 5.104.130 SUSPENSION AND REVOCATION OF CITY REGISTRATION CERTIFICATES.**
- 5.104.140 PUBLIC NUISANCE.**

**5.104.010 PURPOSE AND INTENT.**

(a) In enacting this chapter, the City Council recognizes that commercial massage therapy is a professional pursuit which can offer the public valuable health and therapeutic services. The City Council further recognizes that, unless properly regulated, the practice of massage therapy and the operation of massage businesses may be associated with unlawful activity and pose a threat to the quality of life in the local community. Accordingly, it is the purpose and intent of this chapter to protect the public health, safety, and welfare by providing for the orderly regulation of businesses providing massage therapy services, discouraging prostitution and related illegal activities carried on under the guise of massage therapy, and establishing certain sanitation, health, and operational standards for massage businesses.

(b) Furthermore, it is the purpose and intent of this chapter to address the negative impacts identified in the City Council's findings to reduce or prevent neighborhood blight and to protect and preserve the quality of City neighborhoods and commercial districts; and to enhance enforcement of criminal statutes relating to the conduct of operators and employees of massage businesses.

(c) It is the Council's further purpose and intent to rely upon the uniform statewide regulations applicable to massage practitioners and establishments that were enacted by the State Legislature in 2008 as Business and Professions Code Sections 4600 et seq. by Senate Bill 731, and amended in 2011 by Assembly Bill 619 and in 2014 by Assembly Bill 1147, to restrict the commercial practice of massage in the City to those persons duly certified to practice by the California Massage Therapy Council and to provide for the registration and regulation of massage businesses for health and safety purposes to the extent allowed by law.

#### **5.104.020 DEFINITIONS.**

For the purposes of this chapter, unless the particular provision or the context otherwise clearly requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

(a) "Business" includes, but not by way of limitation, everything about which a person can be employed, and means that which occupies the time, attention, and labor of men and women for the purpose of producing a livelihood or profit, and connotes the efforts of men and women by varied and diverse methods of dealing with each other, to improve their individual economic conditions, and for the purposes of this chapter shall include, without limitation, the advertising and soliciting of massages. The term "business" includes, but is not limited to, a massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage establishment which employs massage practitioners and therapists.

(b) "California Massage Therapy Council" or "CAMTC" means the massage therapy organization formed pursuant to Business and Professions Code Section 4600.5.

(c) "Certified massage practitioner" means any individual certified by the California Massage Therapy Council as a certified massage therapist or as a certified massage practitioner pursuant to California Business and Professions Code Sections 4600 et seq.

(d) "Client" means the customer or patron who pays for or receives massage services.

(e) "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

(f) "City Manager" means the City Manager of the City of Tulare, and his or her authorized representatives or designees.

(g) "City registration certificate" means a registration certificate issued by the Chief of Police upon submission of satisfactory evidence that a massage business employs or uses only certified massage practitioners pursuant to this chapter.

(h) "Chief of Police" means the Chief of Police of the City of Tulare, and his or her authorized representatives or designees.

(i) "Employee" means any person employed by a massage business who may render any service to the business, and who receives any form of compensation from the business.

(j) “Health Officer” means the person appointed by the City of Tulare pursuant to the California Health and Safety Code or his or her authorized representatives or designees.

(k) “Massage” or “massage therapy,” means and refers to any method of treating the external parts of the body for remedial, health, or hygienic purposes for any form of compensation by means of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, or stimulating the external parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, fomentation, or any other type of bath.

(l) “Massage business” means any business that offers massage therapy in exchange for compensation, whether at a fixed place of business or at a location designated by the customer or client through outcall massage services. Any business that offers any combination of massage therapy and bath facilities—including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs—shall be deemed a massage business under this chapter. The term “massage business” includes a certified massage practitioner who is the sole owner, operator and employee of a massage business operating as a sole proprietorship.

(m) “Operator” or “massage business operator” means any and all owners of a massage business.

(n) “Outcall massage” means the engaging in or carrying on of massage therapy for compensation in a location other than the business operations address set forth in the massage business’s City registration certificate.

(o) “Owner” or “massage business owner” means any of the following persons:

(1) Any person who is a general partner of a general or limited partnership that owns a massage business.

(2) Any person who has five percent or greater ownership interest in a corporation that owns a massage business.

(3) Any person who is a member of a limited liability company that owns a massage business.

(4) Any person who has a five percent or greater ownership interest in any other type of business association that owns a massage business.

(p) “Person” means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or combination of individuals.

(q) “Practitioner” or “massage practitioner” shall be used interchangeably and mean any person who administers massage to another person, for any form of consideration (whether for the massage, as part of other services or a product, or otherwise).

(r) “Reception and waiting area” means an area immediately inside the front door of the massage business dedicated to the reception and waiting of patrons of the massage

business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

(s) "Registration" means the registration required by this chapter to operate a massage business.

(t) "School of massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2, Chapter 10.5, as currently drafted or as may be amended.

(v) "Sole proprietorship" means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

(w) "Solicit" means to request, ask, demand or otherwise arrange for the provision of services.

#### **5.104.030 CAMTC CERTIFICATION AND LOCAL REGISTRATION REQUIRED.**

(a) Individuals. It shall be unlawful for any individual to practice massage therapy for compensation as a sole proprietorship or employee of a massage business or in any other capacity within the City of Tulare unless that individual is a certified massage practitioner and has provided evidence to the City of Tulare of said certification from the California Massage Therapy Council (CAMTC).

(b) Businesses. It shall be unlawful for any business to provide massage for compensation within the City of Tulare unless all individuals employed by the massage business to perform massage, whether as an employee, independent contractor, or sole proprietorship, are certified massage practitioners and said business has obtained a valid City registration certificate as provided in this chapter.

#### **5.104.040 MESSAGE BUSINESS REGISTRATION.**

(a) Application. The registration application for a City registration certificate shall include all of the following:

(1) Legal name of the massage business.

(2) Address and telephone number of the massage business.

(3) Legal names of all owners of the massage business.

(4) A list of all of the massage business's employees and independent contractors who are performing massage and their CAMTC certification.

(5) Residence address and telephone number of all owners of the massage business.

(6) Business address and telephone number of all owners of the massage business.

(7) The form of business under which the massage business will be operating (i.e. corporation, general or limited partnership, limited liability company, or other form).

(8) Each owner operator of the massage business who is not a CAMTC-certified massage practitioner shall submit an application for a background check, including the following: the individual's business, occupation, and employment history for the five years preceding the date of the application; the inclusive dates of such employment history; the name and address of any massage business or similar business owned or operated by the individual whether inside or outside the County of Tulare and its incorporated cities.

(9) For all owners, a valid and current driver's license and/or identification issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government.

(10) For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business and Professions Code Sections 4600 et seq., and local, state, or federal law, or the provisions of this chapter may result in revocation of the business's City registration certificate.

(b) Issuance. Upon provision by the massage business of the foregoing documentation, the Chief of Police shall, within thirty (30) business days, issue the massage business a City registration certificate, which shall be valid for two years from the date of issuance. No reapplication will be accepted within one year after an application or renewal is denied or a certificate is revoked. City registration certificates shall not be issued to a massage business seeking to operate at a particular location if:

(1) Another massage business is or was operating at that particular location and that massage business is currently serving a suspension or revocation pursuant to Section 5.104.110, during the pendency of the suspension or two years following revocation;

(2) Another massage business is or was operating at that particular location and that massage business has received a notice of suspension, revocation, or fine issued pursuant to Sections 5.104.100 and 5.104.110, during the 10-day period following receipt of the notice or while any appeal of a suspension, revocation or fine is pending.

(3) Another massage business is or was operating at that particular location and that massage business has outstanding fines issued pursuant to Section 5.104.100 that have not been paid.

(4) After December 31, 2019, there shall be no more than two (2) massage businesses per ten thousand (10,000) persons living within the City limits, based on the most current State of California Department of Finance population estimate. Further, there shall be a 1,000-foot minimum separation between massage businesses, with massage businesses only permitted in Commercial zones as allowed by Chapter 10.40 of the Tulare Municipal Code. Nothing in this Ordinance shall be construed as prohibiting multiple, independent, CAMTC-certified, massage therapists from working under a single established massage business that is in compliance with all other sections of this Ordinance.



(5) Prior to the issuance of any new business license for a new massage business, the Director of Community and Economic Development, or his/her designee, shall provide written verification that the new massage business does not exceed the number of massage businesses allowed City-wide, and that no other massage businesses are located within 1,000 feet of the proposed location.

(c) Amendment. A massage business shall apply to the City to amend its City registration certificate within 30 days after any change in the registration information, including, but not limited to, the hiring or termination of certified massage practitioners, the change of the business's address, or changes in the owner's addresses and/or telephone numbers.

(d) Renewal. A massage business shall apply to the City to renew its City registration certificate at least 30 days prior to the expiration of said City registration certificate. If an application for renewal of a City registration certificate and all required information is not timely received and the certificate expires, no right or privilege to provide massage shall exist.

(e) Fees. There shall be no fee for the registration application or certificate, or any amendment or renewal thereof. The provisions of this section shall not prevent the City from establishing fees for safety inspections as may be conducted from time to time by the Chief of Police, and for the background checks, fingerprinting, and subsequent arrest notification for owners of a massage business who are not CAMTC-certified and who are subject to such background checks pursuant to this chapter. There are certain fees for appeals as described below.

(f) Transfer. A City registration certificate shall not be transferred except with the prior written approval of the Chief of Police. A written request for such transfer shall contain the same information for the new ownership as is required for applications for registration pursuant to this section. In the event of denial, notification of the denial and reasons therefor shall be provided in writing and shall be provided to the applicant by personal delivery or by registered or certified mail. A City registration certificate may not be transferred during any period of suspension or one year following revocation pursuant to Section 5.104.110, during the 10-day period following a massage business's receipt of a notice of suspension, revocation or fine issued pursuant to Sections 5.104.100 and 5.104.110 or while any appeal of a suspension, revocation or fine is pending. Further, a City registration certificate may not be transferred until all outstanding fines issued pursuant to Section 5.104.100 have been paid.

#### **5.104.050 BUSINESS LICENSE/OTHER PERMITS REQUIRED**

(a) Nothing herein relieves an individual or business from obtaining a city business license, a conditional use permit required under this Code, or other permit if otherwise required by law.

(b) Any individual applying for a business license as a Massage Practitioner or a Massage Therapist shall provide proof of a current CAMTC Certificate before being issued a business license.

## **5.104.060 OPERATING REQUIREMENTS.**

No person shall engage in, conduct, carry on, or permit any massage within the City of Tulare unless all of the following requirements are met:

(a) CAMTC certification shall be worn by and clearly visible on the massage practitioner's person during working hours and at all times when the massage practitioner is inside a massage business or providing outcall massage.

(b) Massage shall be provided or given only between the hours of 7:00 a.m. and 9:00 p.m. No massage business shall be open and no massage shall be provided between 9:00 p.m. and 7:00 a.m. A massage commenced prior to 9:00 p.m. shall nevertheless terminate at 9:00 p.m., and, in the case of a massage business, all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at 9:00 p.m.

(c) A list of the services available and the cost of such services shall be posted in the reception area within the massage premises, and shall be described in readily understandable language. Outcall service providers shall provide such a list to clients in advance of performing any service. No owner, manager, operator, or responsible managing employee shall permit, and no massage practitioner shall offer or perform, any service other than those posted or listed as required herein, nor shall an operator or a massage practitioner request or charge a fee for any service other than those on the list of services available and posted in the reception area or provided to the client in advance of any outcall services.

(d) A copy of the CAMTC certificate of each and every massage practitioner employed in the business shall be displayed in the reception area or similar open public place on the premises. CAMTC certificates of former employees and/or contractors shall be removed as soon as those massage practitioners are no longer employed by or offering services through the massage business.

(e) For each massage service provided, every massage business shall keep a complete and legible written record of the following information: the date and hour that service was provided; the service received; the name or initials of the employee entering the information; and the name of the massage practitioner administering the service. Such records shall be open to inspection and copying by police officers, or used by any massage practitioner or operator for any purpose other than as records of service provided and may not be provided to other parties by the massage practitioner or operator unless otherwise required by law. Such records shall be retained on the premises of the massage business for a period of two years and be immediately available for inspection during business hours.

(f) Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.

(g) Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with a disinfectant approved by the Health Officer. Bathtubs shall be thoroughly cleaned after each use with a disinfectant approved by the Health Officer. All walls, ceilings, floors, and other physical facilities for the business must be in good repair, and maintained in a clean and sanitary condition.

(h) Instruments utilized in performing massage shall not be used on more than one client unless they have been sterilized, using approved sterilization methods.

(i) All massage business operators and their employees, including massage practitioners, shall wear clean, non-transparent outer garments. Said garments shall not expose their genitals, pubic areas, buttocks, or chest, and shall not be worn in such manner as to expose the genitals, pubic areas, buttocks, or chest. For the purposes of this section, outer garments means a garment worn over other garments and does not include garments like underwear, bras, lingerie or swimsuits.

(j) No person shall enter, be, or remain in any part of a massage business while in possession of an open container of alcohol, or consuming or using any alcoholic beverage or drugs except pursuant to a prescription for such drugs. The owner, operator, responsible managing employee, or manager shall not permit any such person to enter or remain upon such premises.

(k) No massage business shall operate as a school of massage, or use the same facilities as that of a school of massage.

(l) No massage business shall place, publish or distribute, or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective clients that any service is available other than those services listed as an available service pursuant to Section 5.104.050(c), nor shall any massage business employ language in the text of such advertising that would reasonably suggest to a prospective client that any service is available other than those services as described in compliance with the provisions of this chapter.

(m) No massage shall be given unless the client's genitals are, at all times, fully covered. A massage practitioner shall not, in the course of administering any massage, make physical contact with the genitals or private parts of any other person regardless whether the contact is over or under the person's clothing.

(n) Where the business has staff available to assure security for clients and massage staff are behind closed doors, the entry to the reception area of the massage business shall remain unlocked during business hours when the business is open for business or when clients are present.

(o) No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall, during business hours, block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises. For the purpose of this subsection, there is an irrebuttable

presumption that the visibility is impermissibly blocked if more than 10 percent of the interior reception and waiting area is not visible from the exterior window.

(p) All signs shall be in conformance with the current ordinances of the City of Tulare.

(q) Minimum lighting consisting of at least one artificial light of not less than 40 watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.

(r) Ventilation shall be provided in accordance with applicable building codes and regulations.

(s) Hot and cold running water shall be provided at all times.

(t) Adequate dressing, locker and toilet facilities shall be provided for clients.

(u) A minimum of one wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing of massage services. Sanitary towels shall also be provided at each basin.

(v) All massage businesses shall comply with all state and federal laws and regulations for handicapped clients.

(w) A massage practitioner shall operate only under the name specified in his or her CAMTC certificate. A massage business shall operate only under the name specified in its City registration certificate.

(x) No massage business shall allow any person to reside within the massage business or in attached structures owned, leased or controlled by the massage business.

(y) Other than custodial or maintenance staff, no persons shall be permitted within the premises of a massage business between the hours of 11:00 p.m. and 6:00 a.m.

#### **5.104.070 INSPECTION BY OFFICIALS.**

The investigating and enforcing officials of the City of Tulare, including, but not limited to, the police, Health Officer and Director of Building and Planning, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this chapter. The massage business may be charged a fee for any safety inspections.

#### **5.104.080 NOTIFICATIONS.**

(a) A massage business shall notify the Chief of Police of any changes described in Section 5.104.040 pursuant to the timelines specified therein.

(b) A registrant shall report to Chief of Police any of the following within 96 hours of the occurrence:

(1) Arrests of any employees or owners of the registrant's massage business for an offense other than a misdemeanor traffic offense;

(2) Resignations, terminations, or transfers of practitioners employed by the registrant's massage business;

(3) Any event involving the registrant's massage business or the massage practitioners employed therein that constitutes a violation of this chapter or state or federal law.

(c) This provision requires reporting to the Chief of Police even if the massage business believes that the Chief of Police has or will receive the information from another source.

#### **5.104.090 EXEMPTIONS.**

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

(a) Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of such licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

(b) Barbers and cosmetologists who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this provision shall apply solely to the massaging of the neck, face and/or scalp, hands or feet of the clients.

(c) Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.

(d) Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.

(e) Trainers of amateur, semi-professional or professional athletes or athletic teams while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event.

(f) Individuals administering massages or health treatment involving massage to persons participating in single-occurrence athletic, recreational or festival events, such as health fairs, road races, track meets, triathlons and other similar events; provided, that all of the following conditions are satisfied:

(1) The massage services are made equally available to all participants in the event;

(2) The event is open to participation by the general public or a significant segment of the public such as employees of sponsoring or participating corporations;

(3) The massage services are provided at the site of the event and either during, immediately preceding or immediately following the event;

(4) The sponsors of the event have been advised of and have approved the provisions of massage services;

(5) The persons providing the massage services are not the primary sponsors of the event.

#### **5.104.100 EXISTING MASSAGE BUSINESSES**

(a) All persons currently holding a valid massage establishment permit shall have sixty (60) days following the enactment of this Ordinance in which to comply with the requirements of this Chapter. If a permittee does not attain compliance with this Chapter within the prescribed time limits, the Chief of Police shall immediately suspend or revoke the permittee's permit(s).

(b) The Chief of Police may issue a provisional permit to any massage establishment, for a period not to exceed six months, if the applicant is able to show that substantial compliance with the requirements of this Chapter has been met and that the remaining compliance can be achieved within the period of the provisional permit. This six-month provisional permit shall not be renewed.

(c) Any business that holds itself out as a massage establishment in any way will be subject to the provisions of this Ordinance.

#### **5.104.110 UNLAWFUL BUSINESS PRACTICES MAY BE ENJOINED; REMEDIES CUMULATIVE.**

Any massage business operated, conducted or maintained contrary to the provisions of this chapter shall constitute an unlawful business practice pursuant to Business and Professions Code Section 17200 et seq., and the City Attorney or District Attorney may, in the exercise of discretion, in addition to or in lieu of taking any other action permitted by this chapter, commence an action or actions, proceeding or proceedings in the Superior Court of Tulare County, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to fines, attorneys fees and costs. All remedies provided for in this chapter are cumulative.

#### **5.104.120 ADMINISTRATIVE CITATION.**

(a) Violations. Upon a finding by the Chief of Police that a business has violated any provision of this chapter, the Chief of Police may issue an administrative citation as permitted by Chapter 1.61 of this Code.

(b) Separate Violations. Each violation of any provision of this chapter shall constitute a separate violation. Each client to whom massage is provided or offered in violation of this chapter shall also constitute a separate violation. Each day upon which a massage business remains open for business in violation of this chapter shall also constitute a separate violation.

### **5.104.130 SUSPENSION AND REVOCATION OF CITY REGISTRATION CERTIFICATES.**

(a) Reasons. Certificates of registration may be suspended or revoked by the Chief of Police upon finding any of the following grounds:

(1) A massage practitioner is no longer in possession of current and valid CAMTC certification. This subsection shall apply to a sole proprietor or a person employed or used by a massage business to provide massage.

(2) An owner or sole proprietor fails to register under the provisions of California Penal Code Section 290 (sex offender registration), is convicted of California Penal Code Sections 266i (pandering), 315 (keeping or residing in a house of ill-fame), 316 (keeping disorderly house), 318 (prevailing upon person to visit a place for prostitution), 647(b) (engaging in or soliciting prostitution), 653.22 (loitering with intent to commit prostitution), 653.23 (supervision of prostitute); has a business permit or license denied, revoked, restricted, or suspended by any agency, board, city, county, territory, or state; is subject to an injunction for nuisance pursuant to California Penal Code Sections 11225—11235 (red light abatement); is convicted of a felony offense involving the sale of a controlled substance; is convicted of any crime involving dishonesty, fraud, deceit, violence, or moral turpitude; or is convicted in any other state of an offense which, if committed in this state, would have been punishable as one or more referenced offenses in this subsection.

(3) The City determines that a material misrepresentation was included on the application for a certificate of registration or renewal.

(4) Violations of any of the following occurred on the premises of a massage business or were committed by a massage practitioner: California Business and Professions Code Sections 4600 et seq.; any local, state, or federal law; or the provisions of this chapter.

(b) Procedures. Written notice of the suspension or revocation shall be served on the sole proprietor or owners by personal service or certified mail with the legal violation and supporting facts. The notice shall contain an advisement of the right to request an appeal hearing before the Chief of Police.

(c) Time Period of Suspension of Permit. The Chief of Police may suspend a registration for a period between five days and the end of the license term, at his or her discretion.

(d) Effective Date of Suspension or Revocation. Suspension or revocation issued pursuant to subsection (b) of this section will be effective 10 days from the date appearing on the order, unless a timely appeal is filed in accordance with subsection (e) of this section.

(e) Appeal.

(1) The decision of the Chief of Police is appealable to the City Council.

(2) An appeal must be in writing, and be hand-delivered or mailed to the City Manager's office.

(3) An appeal must be received by the City Manager on or before the effective date of suspension or revocation provided by subsection (d) of this section.

(4) The filing of a timely appeal will stay a suspension or revocation pending a decision on the appeal by the City Council.

(5) A hearing shall be scheduled before the City Council within 30 days. Either the appellant or the Police Chief may request, in writing directed to the City Council, a continuance of the hearing. Such requests must be supported by good cause. The decision whether to grant a continuance is at the discretion of the City Council, who shall consider whether granting the continuance poses a threat to public health or safety in light of the severity of the violations alleged.

(6) The decision of the City Council shall be final, with no further administrative right of appeal or reconsideration. The City Council may sustain a suspension or revocation, overrule a suspension or revocation, reduce a revocation to a suspension and/or reduce the length of a suspension. Further, the City Council may stay the effective date of any suspension for a reasonable time following a hearing.

(f) Reapplication. No reapplication will be accepted within one year after a certificate is revoked.

(g) Evidence. The following rules shall apply to any hearing required by this section. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Formal rules of evidence and discovery do not apply to proceedings governed by this chapter. Unless otherwise specifically prohibited by law, the burden of proof is on the registrant in any hearing or other matter under this chapter.

#### **5.104.140 PUBLIC NUISANCE.**

It shall be unlawful and a public nuisance for a massage business to be operated, conducted, or maintained contrary to the provisions of this chapter. The City may exercise its discretion, in addition to or in lieu of prosecuting a criminal action, to commence proceedings for the abatement, removal, and enjoinder of that business in any manner provided by law.

**SECTION 2.** This Ordinance is exempt from CEQA pursuant to section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. Changing the regulations relating to Massage Establishments will not create any environmental impacts.

**SECTION 3.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this



ordinance, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

**SECTION 4.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5:** 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR of the City of Tulare

Attest:

\_\_\_\_\_  
CITY CLERK

**AGENDA ITEM:**

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

**Submitting Department: Engineering / Project Management**

**For Board Meeting of: June 4, 2019**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Presentation of roundabout and signalized intersection designs for the intersection of West Street and Pleasant Avenue and provide staff with direction regarding the preferred design alternative and priority of improvements.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

At the City Council's June 19, 2018 meeting, Council authorized a professional services contract with Provost & Pritchard for the design of Project EN0084, a street and utility improvement project on Pleasant Avenue between Cromley Street and H Street. Included in Provost & Pritchard's design scope of work are ADA improvements to the intersection of Pleasant Avenue and West Street, which is currently a 4-way stop intersection with a significant offset in the east-west path of travel.

The intersection of Pleasant Avenue and West Street was identified as a warranted traffic signal location in the 2017 Intersection Monitoring Report prepared by the Tulare County Association of Governments. The current offset in the intersection would prevent signalization of the intersection, as the travel lanes could not be properly aligned. Staff directed Provost & Pritchard to investigate what future alignment changes would be necessary to allow for signalization of the intersection. Long-term cost savings could be achieved by incorporating these realignment changes into Project EN0084 by eliminating the need for future rework. From the standpoint of construction cost and right of way impacts, staff further wanted to investigate the difference between a traditional signalized intersection design and an urban roundabout design.

Based on the resulting design alternatives, additional right-of-way (ROW) would be required from adjacent properties to construct either alternative. The urban roundabout design would require more ROW acquisition than the traffic signal design, and would therefore have a greater impact to adjacent property owners and higher anticipated ROW costs. Preliminary construction costs for both alternative costs are similar, with the urban roundabout being slightly higher.

Staff from Provost & Pritchard will present a brief presentation regarding the intersection design alternatives studied. Following the presentation, both they and City staff will answer any questions Council may have.

Staff is requesting Council direction with regard to the preferred alternative, and whether to proceed with one of the following approaches:

- A. Proceed with Project EN0084 with no provisions for future intersection improvements.
- B. Complete design of future intersection improvements under the current design contract to take advantage of preliminary design work completed thus far, but do not include any related improvements with Project EN0084
- C. Incorporate those future intersection improvements that could be constructed within existing ROW into Project EN0084.
- D. Incorporate full intersection improvements and required ROW acquisition into Project EN0084.

**STAFF RECOMMENDATION:**

Receive a presentation of roundabout and signalized intersection designs for the intersection of Pleasant Avenue and West Street, and provide staff with direction regarding the preferred design alternative and priority of improvements.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  No

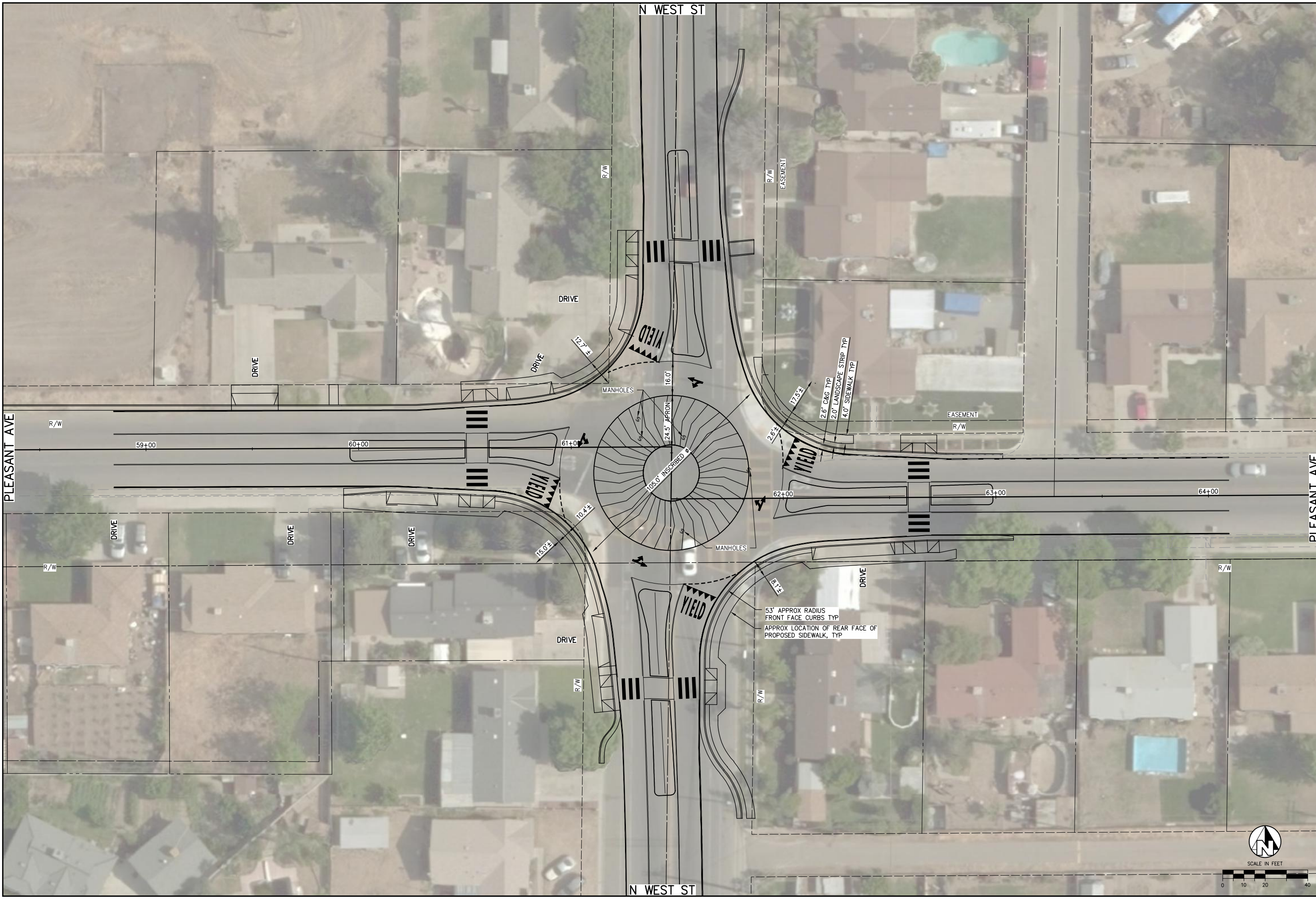
**IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED:**  Yes  No  
(If yes, please submit required budget appropriation request)

**Signed:** Michael Miller

**Title:** City Engineer

**Date:** May 24, 2019

**City Manager Approval:** \_\_\_\_\_



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No.	REVISION	BY	DATE
	60% PRELIMINARY NOT FOR CONSTRUCTION		2/22/19

FOR REVIEW ONLY

PLEASANT AVE IMPROVEMENTS  
 CITY OF TULARE  
 TULARE COUNTY  
 EXHIBITS  
 ROUNDABOUT EXHIBIT

**PROVOST & PRITCHARD**  
 AN EMPLOYEE OWNED COMPANY  
 286 WEST CROMWELL AVENUE  
 FRESNO, CALIFORNIA 93711-6162  
 559/449-2700 FAX 559/449-2715  
 www.ppe.com

DESIGN ENGINEER: JEFFREY S. DORN	CHECKED BY: MLO
LICENSE NO: 76749	DATE: 12/20/2018
DRAFTED BY: JMN/ASF/DJD	JOB NO: 154318003
PROJECT NO:	PHASE:
ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS.	
SHEET <b>E 1</b> OF	



**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering

**For Council Meeting of:** June 6, 2019

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Consider a request by Del Lago Place, LLC to grant a one-year time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Tesori is a subdivision containing 45 residential lots, and is located between Bella Oaks and Ribolla Avenues west of Mooney Boulevard. The subdivider is Del Lago Place, LLC, a California Limited Liability Company. The existing final map and original subdivision agreement were approved by the Council on November 5, 2013.

As a condition of project approval, Caltrans required improvements to Mooney Boulevard (State Route 63) to install a right-turn lane at the intersection of Bella Oaks Avenue. This will require the relocation of existing overhead power lines. Initial efforts to relocate the lines in an overhead fashion have been unsuccessful due to the inability of obtaining guy anchor easements from a property owner located on the east side of Mooney Boulevard. The existing lines will therefore need to be relocated in an underground fashion, negating the need for the guy anchor easement.

On June 21, 2016, Council authorized an amended subdivision agreement extending the expiration date to June 21, 2017 to provide additional time to resolve the issues related to completion of the required improvements to Mooney Boulevard. On June 6, 2017, Council approved an additional 12-month extension resulting in a revised expiration date of June 6, 2018.

On June 5, 2018, Council authorized an additional twelve month extension to the subdivision agreement resulting in a revised expiration date of June 5, 2019 to provide additional time for the City staff and the Developer to complete an oversize construction reimbursement agreement related addressing the required improvements to Mooney Boulevard. A draft reimbursement agreement was brought to City Council on August 21, 2018, at which time it was approved for execution subject only to minor, clarifying changes authorized by the City Manager and City Attorney. A final version of the reimbursement agreement was executed by the City and Developer on September 28, 2018.

Staff has received a request for another extension to the subdivision improvement agreement to provide additional time for the Developer to complete the improvements to Mooney Boulevard. The Developer has indicated that they are waiting to receive an encroachment permit from Caltrans to perform this work. Verification has been provided by the Developer's

surety that the subdivision performance and payment bonds previously provided are still in effect. Should an extension be granted through authorization to execute an amended subdivision improvement agreement, staff would suggest a one-year timeline for completion of improvements to be specified therein.

A reduced copy of the subdivision map and executed oversize construction reimbursement agreement are attached for reference.

**STAFF RECOMMENDATION:**

Consider a request by Del Lago Place, LLC to grant a one-year time extension for completion of public improvements for the Tesori subdivision, and if approved, authorize the City Manager to enter an amended subdivision improvement agreement reflecting said extension.

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

If an extension were approved, the resulting amended subdivision improvement agreement to be signed by the subdivider would be a standard City agreement approved as to form by the City Attorney.

**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 24, 2019

**City Manager Approval:** \_\_\_\_\_

**OVERSIZED REIMBURSEMENT AGREEMENT**  
**MOONEY BLVD. (STATE ROUTE 63) SHOULDER PAVE-OUT, RIGHT-TURN LANE  
WIDENING AND MEDIAN MODIFICATIONS ADJACENT TO THE BELLA OAKS and  
TESORI SUBDIVISIONS**

This Oversize Reimbursement Agreement ("Agreement") is made and entered into as of this 28th day of September, 2018, by and between the **CITY OF TULARE**, a Municipal Corporation in the State of California ("CITY"), and Del Lago Place, LLC ("DEVELOPER"), with reference to the following facts:

WHEREAS, **DEVELOPER** is the owner and developer of the residential subdivisions, named "Bella Oaks" and "Tesori," located at the southwest and northwest corners of the anticipated future intersection of Bella Oaks Avenue and Mooney Boulevard (State Route 63), respectively (hereinafter and jointly referred to as "the Properties"), and

WHEREAS, the conditional approval of the Bella Oaks and Tesori subdivisions requires **DEVELOPER** to construct a) an extension of Bella Oaks Avenue along the Properties' frontages, as well as b) a connection to Mooney Boulevard (State Route 63) in compliance with the "Del Lago Specific Plan, Amendment No. 2003-01" approved by City Council Resolution No. 03-4949 on May 20, 2003, and

WHEREAS, the California Department of Transportation ("**CALTRANS**") identified additional requirements for the construction of improvements and the aforementioned connection to Mooney Boulevard (State Route 63), including additional requirements to construct a) a right-turn lane for southbound traffic at Bella Oaks Avenue, and b) median improvements to prevent left-turn movements onto Mooney Boulevard from Bella Oaks Avenue, and

WHEREAS, the additional and aforementioned **CAL TRANS** requirements are incorporated into the City's conditional tentative map approvals for the "Bella Oaks" and "Tesori" subdivisions, and

WHEREAS, the **CITY** has identified certain components of the required improvements to Mooney Boulevard (State Route 63) that are supplemental in nature and subject to oversize reimbursement in accordance with the provisions of Chapter 8.64 of Title 8 of the Municipal Code of Tulare, and

WHEREAS, Chapter 8.64 of Title 8 of the Municipal Code of Tulare requires, in the event that sewer, water, storm drain or street improvements are installed by a developer or a right of way is dedicated by the same, any of which contain supplemental improvements as described in that Chapter, that the **CITY** shall enter into a reimbursement agreement for oversize improvements with the developer; and

WHEREAS, **CITY** and **DEVELOPER** desire to memorialize their agreement with respect to the foregoing as more fully set forth below in this Agreement.



NOW, THEREFORE, incorporating the foregoing recitals, and in good consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, **CITY and DEVELOPER** hereby agree as follows:

1. **Reimbursable Site Work.** **CITY and DEVELOPER** agree that the following components of the improvements to Mooney Boulevard (State Route 63), required as conditions of approval for the “Bella Oaks” and “Tesori” subdivisions, are eligible for oversize construction reimbursement by the **CITY to DEVELOPER**, in accordance with Chapter 8.64 of Title 8 of the City Code of Tulare:

- a. **Development Pavement Area** – Per City oversize policies and the Municipal Code, all residential developments are responsible for pavement widths of up to 20 feet (hereinafter “development pavement area”), constructed with a roadway structural section that meets collector roadway standards. The structural section design of Collector roadways is based upon site soil conditions and a traffic index of 6.5, but shall in no case consist of less than 3 inches of AC covering 6 inches of Class 2 aggregate base.

Material and roadway excavation costs associated with additional structural section thickness within the Development Pavement Area are supplemental in nature and eligible for oversize reimbursement.

- i. **Supplemental Structural Section Thickness Within Development Pavement Area** – The approximate area of the development pavement area has been estimated at 42,451 square feet. The estimated value of supplemental roadway structural section improvements associated with the Development Pavement Area is as follows:

Value of Supplemental AC Thickness (2.5” Depth)

$$641 \text{ tons} \times \$77 \text{ per ton} = \$49,537$$

Value of Supplemental AB Thickness (3.5” Depth)

$$929 \text{ tons} \times \$143 \text{ per ton} = \$132,847$$

Value of Supplemental Roadway Excavation (6” Depth)

$$786 \text{ cubic yards} \times \$136 \text{ per ton} = \$106,896$$

$$\underline{\text{Subtotal}} = \$289,100$$

- b. **Supplemental Pavement Area** – As detailed in Section 1.a. above, required pavement width greater than 20 feet for residential developments would be supplemental in nature and the following components would be eligible for oversize reimbursement:

- i. Structural Section Costs – Material costs and roadway excavation costs associated with any required pave out width greater than the 20-foot development pave-out area are supplemental in nature and eligible for oversize reimbursement. The approximate area of the pave-out required beyond the 20 foot development pave-out area has been estimated at 17,340 square feet. The estimated value of materials and roadway excavation costs associated with the Supplemental Pave-out Area is as follows:

Supplemental AC Thickness (5.5" Depth)

$$576 \text{ tons} \times \$77 \text{ per ton} = \$44,352$$

Supplemental AB Thickness (9.5" Depth)

$$1,029 \text{ tons} \times \$143 \text{ per ton} = \$147,147$$

Supplemental Roadway Excavation (15" Depth)

$$803 \text{ cubic yards} \times \$136 \text{ per ton} = \$109,208$$

Subtotal = \$300,707

- ii. Supplemental Right-of-Way Dedication – Land cost associated with the additional right-of-way dedication resulting from required pave-out beyond the 20 foot development pave-out width is considered supplemental in nature, and is eligible for oversize reimbursement. The reimbursement shall be the fair market value of the dedicated land, as mutually agreed upon by the parties, based upon the properties' zoning and state of improvement at the time that improvements to Mooney Boulevard (State Route 63) were first specified as a condition of development approval. The approximate area of land subject to this reimbursement is 17,340 square feet. If the parties cannot agree on a fair market value, CITY will cause an appraisal to be prepared, at the expense of DEVELOPER. If the appraisal meets or exceeds DEVELOPER's proposed fair market value, CITY will reimburse DEVELOPER for the expense of the appraisal.

Supplemental Right-of-Way Dedication

Value To Be Determined

- iii. Supplemental Curb and Gutter Length Associated with Southbound Right-turn Lane - The CAL TRANS requirement to install a right-turn lane at the intersection of Bella Oaks Avenue and Mooney Boulevard will result in additional necessary curb and gutter length along the "Tesori" subdivision's frontage on Mooney Boulevard, which is considered supplemental in nature and eligible for oversize

reimbursement. The estimated cost associated with the additional length of curb and gutter is as follows:

Supplemental Curb and Gutter

$$\underline{6 \text{ linear feet} \times \$30.00 \text{ per linear foot} = \$180}$$

- iv. Supplemental Sidewalk Area Associated with Southbound Right-turn Lane – The CAL TRANS requirement to install a right-turn lane at the intersection of Bella Oaks Avenue and Mooney Boulevard will result in additional square footage of sidewalk along the “Tesori” subdivision’s frontage on Mooney Boulevard, which is considered supplemental in nature and eligible for oversize reimbursement. The estimated cost associated with the additional sidewalk is as follows:

Supplemental Sidewalk

$$\underline{60 \text{ square feet} \times \$8.00 \text{ per square foot} = \$480}$$

- c. Median Modifications – All costs associated with modifications to the median in Mooney Boulevard, required by CAL TRANS as a result of the Bella Oaks Avenue connection to Mooney Boulevard (State Route 63), are considered supplemental in nature and eligible for oversize reimbursement. Approximately 1,856 square feet of paving will be required, along with approximately 699 linear feet of median curb. The estimated cost associated with the median improvements is as follows:

Supplemental AC Thickness (5.5” Depth)

$$62 \text{ tons} \times \$77 \text{ per ton} = \$4,774$$

Supplemental AB Thickness (9.5” Depth)

$$111 \text{ tons} \times \$143 \text{ per ton} = \$15,873$$

Supplemental Roadway Excavation (15” Depth)

$$86 \text{ cubic yards} \times \$136 \text{ per ton} = \$11,696$$

Supplemental Median Curb

$$699 \text{ linear feet} \times \$30.00 \text{ per linear foot} = \$20,970$$

$$\underline{\text{Subtotal} = \$53,313}$$

The total estimated costs eligible for oversize reimbursement is \$643,780, plus the value of land associated with the supplemental right-of-way dedication for the right-turn lane, which will be determined through a subsequent property appraisal.

2. Oversize reimbursable costs shall be based on the actual cost of installation. In addition, reimbursement shall be limited to the additional material costs where a difference in material quantities is involved. Reimbursement for right of way dedications shall be limited to the appraised fair market value, based on the zoning at the time the right of way is acquired or, if applicable, the date upon which it was first specified as a condition of development approval, whichever occurs first. 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 directly attributable to the oversized portion.
3. The CITY shall pay interest on any outstanding principal balance owed to DEVELOPER pursuant to this Agreement 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.
4. The total principal and interest for oversize and/or excessive right of way dedication shall be paid to the DEVELOPER by the CITY in accordance with Chapter 8.64.020 of the City of Tulare Municipal Code which is incorporated herein.
5. CITY shall maintain a Reimbursement List for each fund maintained through the City's DIF program. DEVELOPER shall be added to each applicable list in date order. The applicable date for purposes of proper placement on the Reimbursement List shall be the date upon which the City accepts the improvements following Notice of Completion.
6. Reimbursements are to be made by mail to the DEVELOPER at the following address:

PO Box 3953  
Visalia CA 93278

Attention: RHETT Bullock

7. CITY and DEVELOPER each make the following representations and warranties to the other: (i) it has the legal power, right, and authority to enter 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.

8. 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.
9. 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 judgement, 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, unless otherwise mutually agreed upon by the parties.
10. 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 and signed by both the CITY and the DEVELOPER.
11. 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.
12. Venue with respect to any disputes arising from this Agreement is proper in the Superior Court of California, County of Tulare.
13. The parties agree that each shall give the other 60 days' advance written notice and attempt to settle any disputes through mediation prior to filing any legal action in the Superior Court, unless this requirement is expressly waived in writing by both parties.
14. Service of any notices or documents relating to this Agreement is proper through personal service to the City Manager's Office or Developer's above-stated place of business, or by U.S. Mail. Service shall be deemed complete upon personal service or upon the fifth (5<sup>th</sup>) calendar day following the post-marked date upon anything served by mail.

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

**"DEVELOPER"**

By Robert Ball

Title MSNA new member

**"CITY"**

**CITY OF TULARE,  
A Municipal Corporation in the State of  
California**

By Willard E. [Signature] <sup>9-28-18</sup> <sub>AK</sub>  
~~Mayor of the City of Tulare~~ City Manager

ATTEST:

[Signature]  
Chief Deputy City Clerk and Clerk of  
the Council of the City of Tulare

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~~ <sup>Kings</sup> )

On 9/14/18 before me, Samantha Monique Swaim, Notary Public, personally appeared Timothy Rhoft Bullock 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.

Samantha Swaim  
Signature of Notary Public



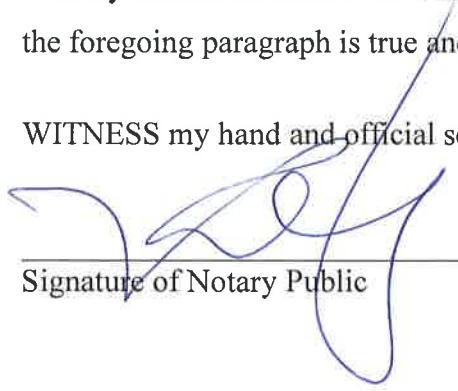
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
  )  
County of Tulare     )

On 9/20/18 before me, Roxanne Yoder, Notary Public, personally appeared Willard Epps who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public





