

TO: Mayor and City Council Members

FROM: Rob Hunt, City Manager

SUBJECT: May 19, 2020 Agenda Items

DATE: May 14, 2020

6:00 p.m.

I. CALL TO ORDER CLOSED SESSION

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.

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

- (a) 54956.8(b) Conference with Real Property Negotiators
Property: Tulare County Courthouse property APN #176-062-014, 425 East Kern Ave and an adjacent parking lot, APN # 176-063-021
Under Negotiation: Direction regarding potential purchase of property
Negotiating parties: Rob Hunt, Mario Zamora, Josh McDonnell, Darlene Thompson [Submitted by: J. McDonnell]
- (b) 54956.8b Conference with Real Property Negotiators
Property: Southeast corner of Kern Avenue and K Street (APN #176-400-010)
Under Negotiation: Direction regarding potential sale of property
Negotiating parties: Rob Hunt, Mario Zamora, Josh McDonnell, Darlene Thompson [Submitted by: J. McDonnell]
- (c) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1) [Submitted by: M. Zamora]
Name of Case: City of Tulare and Tulare Police Officers Union (TPOU) Case No. SA-IM-194-M

IV. RECONVENE CLOSED SESSION

V. CLOSED SESSION REPORT (if any)

VI. ADJOURN CLOSED SESSION

7:00 p.m. (Or, immediately following Closed Session)

VII. CALL TO ORDER REGULAR SESSION

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

IX. 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.*

X. 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.*

XI. 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 5, 2020 special/regular meeting. [Submitted by: R. Yoder]** The minutes of May 5, 2020 special/regular meeting are submitted for your approval. **Staff recommends Council approve as presented.**

- (3) **Authorize the City Manager to execute Agreement Supplement No. 11, in the annual amount of \$60,000 plus 4.8% administrative costs and expenses, with Townsend Public Affairs (TPA) public sector funding advocates to lobby for funding for City projects. [Submitted by: R. Hunt]**
The City entered into an agreement with TPA on November 13, 2007, to assist in advocating for state and federal projects and programs that could benefit the City. This association has been highly successful resulting in the City securing grants and beneficial programs as well as keeping the City informed on many important state and federal issues affecting the City. They aide the City in preparation of background information and presentations with regard to proposed legislation to educate the Council on matter of support or opposition letters to the legislature, as well as secure meetings for City officials with Sacramento or Washington legislative officials, to discuss matters of local importance.

In July 2011, Townsend reduced their original monthly rate from \$7,500 to \$5,000 and have not raised their rates for services, this was done to allow the City to continue to benefit from their legislative expertise and advocate services.

A report outlining Townsend's advocacy efforts has been included for reference.
Staff recommends Council authorize the City Manager to execute Agreement Supplement No. 10, in the annual amount of \$60,000 plus 4.8% administrative costs and expenses, with Townsend Public Affairs (TPA) public sector funding advocates to lobby for funding for City projects, as presented.

- (4) **Approve Administrative Policy 13-02 revising the City of Tulare Budget Policies & Practices. [Submitted by: R. Hunt]** In June of 2013, Administrative Policy 13-02 was approved by the City Council as guidance to current and future budget processes reflecting the City's procedures for the various reserves with targeted amounts and identified funding. Additionally, the policy outlines various capital improvement funds and the City's debt capacity.

At the April 24, 2020, Budget Meeting, Council directed staff to update this policy. The revisions to the Administrative Policy have been made and are presented for Council's review and consideration. **Staff recommends Council approve Administrative Policy 13-02 revising the City of Tulare Budget Policies & Practices, as presented.**

- (5) **Approve the final map and subdivision improvement agreement for the Oak Tree Estates subdivision for recordation, and accept all easements and dedications offered to the City on the final map. [Submitted by: M. Miller]**
Planning Commission Resolution No. 5229 adopted on May 8, 2017 approved the tentative map for the Oak Tree Estates subdivision located east of "J" Street

and south of Cartmill Avenue. The overall subdivision comprises approximately 6.67 acres and consists of 28 single-family lots, 1 multi-family residential parcel, and a remainder parcel that is zoned for community commercial.

All fees, bonds and other sureties have been provided prior to this subdivision map being presented to Council.

A copy of Planning Commission Resolution No. 5229 and the draft final map is attached for reference. **Staff recommends Council approve the final map and subdivision improvement agreement for the Oak Tree Estates subdivision for recordation, and accept all easements and dedications offered to the City on the final map, as presented.**

- (6) **Accept street and outlot dedication and right of way along south side of Bardsley Avenue, west of Mooney Boulevard. Additionally, accept a grant of easement for a public utility easement for utility purposes associated with the Bardsley Retail Center development, and authorize the City Manager or his designee to sign Certificates of Acceptance for the same. [Submitted by: M. Miller]** The Bardsley Retail Center commercial development is located along the south side of Bardsley Avenue in the southeast corner of Mooney Boulevard and Bardsley Avenue. Bardsley Retail Center was conditionally required to install the full paved width of Durango Street. They were also required to provide the City with dedications such that there would be 10 feet of right of way behind face of curb and 6-foot public utility easement for dry utilities behind road right-of-way. An additional easement for water main was requested by Bardsley Retail Center to allow for construction of water main to allow water service to southeast corner of site for future development.

The grant deed for street and outlot dedication, grant of easement for public utilities, and the certificate of acceptance for each of the conveyances is attached. **Staff recommends Council accept street and outlot dedication and right of way along south side of Bardsley Avenue, west of Mooney Boulevard. Additionally, accept a grant of easement for a public utility easement for utility purposes associated with the Bardsley Retail Center development, and authorize the City Manager or his designee to sign Certificates of Acceptance for the same, as presented.**

- (7) **Accept a Grant Deed from the County of Tulare for a segment of vacated street right-of-way along the former alignment of Drive 103 north of Cartmill Avenue; and authorize the City Manager to sign the Certificate of Acceptance. [Submitted by: M. Miller]** As part of the Cartmill Avenue Interchange Project, Drive 103 along the east side of Highway 99 north of Cartmill Avenue was relocated further east to align with the Akers Street (Gem

Street) alignment. As a result of this relocation, the majority of the former Drive 103 right-of-way from Cartmill Avenue north to the Magic Touch RV Center is no longer needed for public street purposes.

On March 17, 2020, the Tulare County Board of Supervisors approved the attached Grant Deed conveying a portion of the former Drive 103 right-of-way to the City of Tulare. The Grant Deed references Tulare County Agreement No. 26688, which is a Maintenance and Operations Agreement between the County and City. Through this Agreement, the County allowed for the construction of Akers Street along its new alignment within their jurisdiction, with the City accepting maintenance and operation responsibilities. A copy of the Agreement is attached for reference.

The Grant Deed offered by the County also retains access and utility easements across the property to continue to provide access rights to the Magic Touch RV Center, and to accommodate existing SCE overhead utility lines within the former Drive 103 right-of-way. **Staff recommends Council accept a Grant Deed from the County of Tulare for a segment of vacated street right-of-way along the former alignment of Drive 103 north of Cartmill Avenue; and authorize the City Manager to sign the Certificate of Acceptance, as presented.**

- (8) **Accept as complete the contract with Yarbs Grading and Paving, Inc. of Fresno, CA for work on Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.** [Submitted by: N. Bartsch] This project is a street and utility improvement project on Sacramento Street between Bardsley Avenue and Pleasant Avenue; and Maple Avenue between Sacramento Street and E Street. The project reconstructed the street section and included ADA compliance improvements to intersection curb returns and alley/sidewalk intersections that fall within the project limits. Additionally, it addressed necessary water, sewer and storm drain improvements within those limits. The need for the project was identified through the City's Pavement Management System and the review of the condition of the City's utility infrastructure. This project was included and approved as a part of the City's 2017-2022 transportation and utility CIP program budget.

On May 7, 2019, the City Council awarded a contract to Yarbs Grading and Paving, Inc. of Fresno, CA in the amount of \$5,264,066.07.

The project was funded through a combination of Gas Tax, Solid Waste Franchise Fee, RDA, CDBG, Water, Sewer, and Surface Water funds, in addition

to a reimbursement of expenses from Caltrans for improvements made to curb ramps within the Caltrans right of way along State Route 137 (Inyo Ave.).

A summary of contract costs is as follows:

Approved Contract Amount:	\$5,264,066.07	
Bid Item Quantity Adjustments	\$ 63,383.26	(1.20%)
Contract Change Orders – Various:	<u>\$ 36,457.43</u>	(0.69%)
Total Construction Contract Cost:	\$5,363,906.76	

Additional work consisted of changes made by the Water and Sewer Departments due to unforeseen and differing field conditions, modifications/additions to striping and signage to enhance crosswalk safety, and other various bid item quantity adjustments.

All work required of Yarbs Grading and Paving, Inc. under this contract has been completed in accordance with the approved plans and specifications. **Staff recommends Council accept as complete the contract with Yarbs Grading and Paving, Inc. of Fresno, CA for work on Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office, as presented.**

- (9) **Receive, review, and file the Monthly Investment Report for April 2020.** [Submitted by: D. Thompson] The investment report for the period ending April 30, 2020, is submitted for review and acceptance. **Staff recommends Council receive, review, and file the Monthly Investment Report for April 2020, as presented.**

- (10) **Adopt Resolution 2020-24 authorizing the surplus of four (4) City Transit Vehicles.** [Submitted by: S. Bonville] The following four (4) City Transit Buses have been removed from service during the budget year 2019-2020. These four (4) units all have in excess of 250,000 miles and have been inspected by Fleet Maintenance and the City contractor MV Transportation and have reached the end of useful life and have been replaced by new units.

<i>Unit #</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>
2022	2009	Chevy	DART Van
2023	2009	Chevy	DART Van
2024	2009	Bluebird	Bus
2025	2009	Bluebird	Bus

Staff recommends Council adopt Resolution 2020-24 authorizing the surplus of four (4) City Transit Vehicles, as presented.

- (11) Authorize the City Manager or designee to sign a 4-year contract with Granicus for City of Tulare website content management system, hosting, software maintenance, and visual redesign for a total cost of \$52,566.01, subject to only minor conforming or clarifying changes acceptable to the city attorney. [Submitted by: J. Bowling]** In 2015, the City of Tulare launched a new Website using Vision Internet as a partner to provide a modern up-to-date website as a digital interface to public. The then new website's total costs including a 5-year contract was \$88,115. The site has functioned well for the City over the past 5 years. The City site allows staff to login and make changes in real-time with basic end-user level training. The site is currently used by all City departments.

In 2018, Vision internet was sold to the largest provider of cloud-based software for government, Granicus. Granicus offers a wide variety of digital services for governments. Granicus has continued to develop the Vision platform and building it to be the citizen-facing portion of many of their services. This contract is for continued services of the website component only for an additional 4 years.

Included in the contract is a small redesign project that was approved as part of the FY 2019-2020 Capital Improvement budget. This minor project will include a redesign for a new "look and feel" to the website with additional improvement to appearance on mobile devices. All of the rest of the content will be moved over and incorporated into the new design. A cross functional team consisting of a variety of staff members from across the departments has been formed to develop the new design.

At the end of the contract, there will be an \$8,000 credit available towards a future site redesign.

Below is a break-down of the costs:

Redesign Costs	11,600.00
Annual Support Year 1	9,504.60
Annual Support Year 2	9,979.83
Annual Support Year 3	10,478.82
Annual Support Year 4	11,002.76
Contract Total	52,566.01

Staff recommends Council authorize the City Manager or designee to sign a 4-year contract with Granicus for City of Tulare website content

management system, hosting, software maintenance, and visual redesign for a total cost of \$52,566.01, subject to only minor conforming or clarifying changes acceptable to the city attorney, as presented.

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) Proclamation Presentation in honor of National EMS Week.
- (2) Strategic Action Homeless Committee Presentation by Dave Clevenger.
[Requested by: T. Sayre]

XIII. MAYOR'S REPORT

XIV. GENERAL BUSINESS

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

(1) Public Hearing:

- a. **Public Hearing to pass-to-print Ordinance 2020-05 revising a portion of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code removing the fees and service charges from the ordinance having been adopted by Resolution 2020-16 into a comprehensive master fee schedule. [Submitted by: M. Zamora]** City Council has adopted Resolution 2020-16, which is effective July 1, 2020, approving a master fee schedule setting out all fees and service charges based on the City's budgeted and projected costs reasonably borne.

Currently, Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code lists these fees and service charges. It is the City Attorney's recommendation that be revised to remove the fees and service charges from the ordinance and advise that those charges are now listed in the master fee schedule which will continue to be adopted by Council. Approving the Master Fee Schedule by resolution is not only more common practice, but also has significant time savings to staff when a single fee requires revision, or a new fee needs to be added that did not previously exist.

This Ordinance will go into effect July 1, 2020, along with ordinance Resolution 2020-16. **Staff recommends Council pass-to-print Ordinance 2020-05 revising a portion of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code removing the fees and service**

charges from the ordinance having been adopted by Resolution 2020-16 into a comprehensive master fee schedule, as presented.

- b. Public hearing to adopt Resolution 2020-27 approving the City’s Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations. [Submitted by: T. Myers]** On April 2, 2020, the City of Tulare was notified by the U.S. Department of Housing and Urban Development (HUD) of special Community Development Block Grant funds being awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic. This allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) signed by President Trump on March 27, 2020.

The CARES Act adds additional flexibility for both the CDBG-CV grant, and in some cases, for the annual FY2020 CDBG grants, however, jurisdictions are required to show a direct connection to the use of the funds to “prevent, prepare and respond” to COVID-19.

During the April 21, 2020 City Council meeting, Staff sought the input from Council on specific activities for the use of the supplemental CDBG-CV funding. These activities included small business assistance, homelessness assistance, food distribution, wireless internet assistance to low-income families and assistance to local health care providers. Additionally, at the April 21, 2020 meeting, Council received a request from the Tulare Downtown Association for a grant in the amount of \$70,000 to sustain the organization through the pandemic.

HUD guidelines dictate that jurisdictions perform outreach to their local health care providers to ascertain whether CDBG-CV funding could be utilized by front-line health care professionals. On April 27, 2020, a Notice of Funding Availability memorandum was sent via e-mail to representatives of Altura Centers for Health, Tulare Adventist Health and Family Health Care Network advising of the funding opportunity. Staff received a proposal from Altura Centers for Health requesting assistance to purchase personal protective equipment (PPE) to distribute to their seven clinical sites in Tulare. As of the

date of this staff report, staff received a general inquiry from Family Health Care Network but a specific request for funding has not been received.

Additionally, staff received a request for funding from the Lighthouse Rescue Mission for the purchase of three 2-bedroom, factory-built modular sleeping units to be placed on the property owned by the Lighthouse Rescue Mission to provide increased shelter capacity for the homeless population that may be in need of quarantine or isolated treatment during the pandemic.

Staff has participated on a number of webinars hosted by HUD on the topic of use of the CDBG-CV funding as well as having daily contact with the City's HUD representative to vet specific activities and programs eligible for the use of the funding. Funding allocation awarded to sub-recipients cannot be duplicative in nature meaning that the services provided cannot be paid with other sources.

Below are staff's recommendations for the distribution of the City's CDBG-CV funding. As stated, staff has vetted these activities with the City's local HUD representative for feedback and has received written confirmation on the project/activity eligibility.

Altura Centers for Health, Funding amount: \$100,000

Altura Centers for Health is a 501(C)(3) non-profit Federally Qualified Health Center (FQHC) and is an eligible entity to receive federal funding. Altura operates seven clinical sites in Tulare providing a range of services including medical, dental, behavioral health, chiropractic care, health education, free door-to-door transportation and outreach to the community. In 2019, Altura served 19,376 patients in the City of Tulare; ninety-six percent (96%) of those patients live at or below 200% Federal Poverty level. As an essential business, Altura has remained open during the Shelter in Place order providing care for over 2,000 visits per week during the COVID-19 pandemic. They utilize one of their mobile clinics as a drive-by and walk-in COVID-19 test site. Their health centers continue to provide a full scope of medical care to continue supporting patient's ongoing chronic conditions in addition to COVID-19 testing.

Altura received \$71,795 from the Health Resources & Services Administration (HRSA) COVID-19 supplemental funding, which they are using for personal protective equipment (PPE). However, the funding is nearing depletion they are in need of the CDBG COVID-19 funding to enable Altura to continue to purchase PPE over the next 3 months, as it is expected that the virus will not be fully contained anytime soon. PPE needed are masks, gowns, gloves, and sanitizing supplies for the medical and dental sites.

Altura has qualified staff to track expenses for every grant separately, so that there is no duplication of payment for expenses. It is anticipated that during this three months, Altura Health Clinics will provide services to over 25,000 visits to the underserved low-income community.

Lighthouse Community Initiatives, Inc., Funding amount: \$159,611

Lighthouse Community Initiatives, Inc. is an independent non-profit agency equipped to build housing and industrial capacity to increase the effectiveness of the work of the Tulare Lighthouse Rescue Mission. Dave Clevenger is the project manager and Logan Stephens is the business manager for the organization.

The proposed activity is the purchase of three (3) 2-bedroom factory-built modular sleeping units to place on the property owned and operated by Lighthouse Rescue Mission to provide increased shelter capacity for at-risk homeless population who need quarantine or isolated treatment during the COVID-19 pandemic. The 2-bedroom modular units are built to 2019 California building and energy codes and are California Department of Housing and Community Development stamped factory-built units. The units are placed permanently on concrete slabs, with utilities and equipped with solar. Each modular unit cost is \$50,000 installed. The Lighthouse Community Initiatives, Inc. proposes to provide \$50,000 in match funding for service connections and site work.

One of the metrics imposed by the State of California to re-open certain businesses is the ability of a County to show it has sufficient housing to accommodate fifteen percent (15%) of its homeless Point in Time count. Currently, the County has contracted with local hotels in an attempt to meet this metric, however, has fallen slightly short. Additionally, the contracts with these hotels equipped with necessary oversight to manage COVID-19 expires in less than 90 days.

These single-room occupancy spaces will be necessary to treat sick or quarantined homeless individuals away from congregant settings of encampments or mass shelters.

Lighthouse Community Initiatives, Inc. has qualified staff to track expenses for individual grants separately, so that there is no duplication of payment for expenses.

Microenterprise Business Assistance, Funding amount \$160,000

CDBG recipients have flexibility in serving a special subset of the small business community under a Microenterprise Business Assistance program.

Microenterprises range in type and capacity and include a range of service providers and retail businesses that typically serve a specific need of their community. Some examples are the home-based daycare provider, automobile mechanic or the hairdresser who serves the neighborhood.

The project is an economic development activity to be funded with the City's CDBG-CV funding. The program would target businesses within the City of Tulare with five or fewer employees as defined by HUD's microenterprise definition and would address the disparity in minority lending and business ownership in Tulare. The proposed program would be offered to the City of Tulare small businesses only during the COVID-19 pandemic.

There are several steps to be considered in the formation of an assistance program, including but not limited to, defining the goals of the program, identifying a specific industry or target market, finding partners (if needed) to administer the program, implementation of the program and tracking of the outcomes. Typically, microenterprises business assistance funds are awarded in the form of a grant subject to compliance with CDBG regulations. Assistance can be requested to assist with equipment purchases, marketing, rent/lease payments, fixtures, payroll (excluding to owner(s) salary), professional services and/or stabilization or expansion of a small business directed affected by the COVID-19 pandemic.

Staff is seeking Council approval and direction to move forward with the creation of a Microenterprise Business Assistance Program utilizing \$160,000 of the CDBG-CV funding. **Staff recommends Council adopt Resolution 2020-27 approving the City's Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations, as presented.**

(2) City Attorney:

- a. Discussion and consideration to adopt Resolution 2020-25 approving a policy for campaign contribution limitations in anticipation of California Assembly Bill Number 571, commencing January 1, 2021. [Submitted by: M. Zamora]** Most states impose limitations on contributions to

candidates for elective city offices. California is among the minority of states without these contribution limitations.

California Assembly Bill Number 571, effective January 1, 2021, sets a default campaign contribution limit on local elective offices of no more than three thousand dollars (\$3,000) from an individual person per calendar year. Currently, the City does not impose any contribution limits on local elective offices. Therefore, the default three thousand-dollar (\$3,000) limit will go into effect in Tulare, unless the City adopts a resolution or ordinance to impose lesser or greater limitations on contributions to a candidate for city office, including no limit on contributions.

The City may further adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties. **Staff recommends Council adopt Resolution 2020-25 approving a policy for campaign contribution limitations in anticipation of California Assembly Bill Number 571, commencing January 1, 2021, as presented.**

(3) Community and Economic Development:

- a. Adopt Resolution 2020-26 authorizing application for and receipt of Local Early Action Planning (LEAP) Grant Program Funds and authorize the City Manager to execute the City of Tulare Planning Grants Program Application, the LEAP Grant documents, and any amendments thereto, on behalf of the City of Tulare as required by the California Department of Housing and Community Development for receipt of the LEAP Grant. [Submitted by: T. Myers]** In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to prioritize planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA), much like the SB2 Planning Grants.

The City of Tulare is eligible to receive up to \$300,000 from the LEAP Grant program. Staff is proposing to revise and update several sections of Chapter 10, the Zoning Ordinance of the Tulare Municipal Code, to facilitate and streamline housing development opportunities in the City, particularly given limited staff resources, and as we hope to recover from the economic implications of the current COVID-19 pandemic on the local economy,

including investment in housing production. **Staff recommends Council Adopt Resolution 2020-26 authorizing application for and receipt of Local Early Action Planning (LEAP) Grant Program Funds and authorize the City Manager to execute the City of Tulare Planning Grants Program Application, the LEAP Grant documents, and any amendments thereto, on behalf of the City of Tulare as required by the California Department of Housing and Community Development for receipt of the LEAP Grant, as presented.**

- b. Council consideration and direction to staff on a request by 4-Creeks on behalf of Arun Toor for annexation of approximately 226.67-acres of land (APNs 184-050-007, 034, and 035). [Submitted by: T. Myers]**
Community and Economic Development Department staff has been approached regarding a request for annexation of approximately 226.67-acres of land located on the east side of Oakmore Street between Bardsley Avenue and Avenue 228 and adjacent to the existing city limits (APNs 184-050-007, 034, and 035).

The proposed site is designated as COS North Transit Oriented Development (TOD). TOD is a planning and urban design concept that calls for a mix of land uses centered on access to public transit. Typical TOD areas have higher-intensity uses located near transit with the intensity of uses decreasing the further from the transit center. The land use concept for the COS North plan area is intended to create a new community to serve COS students and staff, as well as existing and future Tulare residents, with retail services, housing, and a new park and school. Proposed development would be required to be substantially compliant with the land use concept plan that has been adopted by the City of Tulare within the COS North TOD (attached).

The proposed site is classified as Prime Farmland by the California Department of Conservation farmland mapping and monitoring program and the project will convert prime agricultural land to residential uses. The City's General Plan and Farmland Mitigation Ordinance require mitigation for agricultural conversion to non-agricultural uses at a 1:1 ratio. As part of the annexation process, City staff would work with a local land trust agency for the payment of mitigation fees to meet the requirement of the agricultural mitigation requirements of the General Plan.

The City of Tulare's zoning ordinance includes provisions for annexation. If provided direction, Department staff would work to process the request for annexation and other related entitlement applications consistent with the provisions of the City's zoning ordinance and return to the Council for official action prior to submitting a formal application for annexation to the Tulare

County Local Agency Formation Commission (LAFCO). This would include the preparation of required environmental analysis in conformance with the California Environmental Quality Act.

Additional Considerations:

Located on the east side and immediately adjacent to the proposed annexation area is an unincorporated county community that has been identified as East Tulare Villa. East Tulare Villa is considered a disadvantaged unincorporated community and consists of approximately 201 housing units and a population of 737 people (as of the 2010 Census). Water for East Tulare Villa is currently provided by one functional well which is managed by CalWater. The City of Tulare's water system has been connected to the East Tulare Villa system, but water is only provided by the City in emergency situations.

East Tulare Villa uses individual septic systems to dispose of wastewater. City sewer infrastructure has been extended within Bardsley Avenue and serves the existing COS campus which is located adjacent to East Tulare Villa. Annexation of any portion of the COS North TOD may result in the request for additional City services to be provided to the East Tulare Villa community.

In addition, there are 8 parcels utilized for rural residential uses currently outside of the City limits and located on the west side of Oakmore Street and north of Mission Oak High School which would be surrounded by the City limits on three sides if the proposed area were to be annexed. As a result, the property owners of these parcels would be required to be surveyed for interest in annexation of their properties. If these property owners desire to be annexed into the City limits, these properties would be required to be included as part of the proposed annexation area.

If provided direction, Department staff would work to process the request for annexation and other required entitlement applications and return to the Council for official action prior to submitting a formal application for annexation to Tulare County LAFCO. **Staff recommends Council consider and direct staff on a request by 4-Creeks on behalf of Arun Toor for annexation of approximately 226.67-acres of land (APNs 184-050-007, 034, and 035), as presented.**

(4) Internal Services - IT:

- a. Receive the GIS Strategic Master Plan Presentation and Executive Summary. [Submitted by: J. Bowling] What is GIS? A Geographic**

Information System, or GIS, is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information.

In simple terms, GIS is a computer system capable of holding and using data describing places on the earth's surface.

A Geographic Information System (GIS) allows a local government to visualize, question, analyze, and interpret data to understand relationships, patterns, and trends. GIS has the potential to be used in nearly all departments within the city. It can be used to track infrastructure like pipes in the ground, or to map activities or actions taken and much, much more. The usage of GIS technology is now recognized as essential for local governments worldwide.

In October 2019, Geographic Technologies Group was selected from a list of on-call GIS consultants to create a strategic GIS master plan for the City of Tulare. This GIS master plan will serve as a roadmap for further implementation of GIS technology with a real world, strategic, and sustainable approach, while focusing on value.

The plan was developed through a series of meetings with the consultant and staff from all departments. Some of the information covered in the meetings included, current use of GIS, potential use of GIS as well as departmental priorities. The plan clearly identifies a three-year outline to a functional enterprise GIS system. Included in the plan are budgetary amounts are identified as scoped. The plan has the ability to scaled up or down on both number of years and budget.

One of the critical components will be a funding plan. A number of funding sources can be utilized in GIS, which will help make the costs reasonable for everyone. Additionally, there are grant opportunities available to help fund GIS components. One example is the approximately \$300,000 SB2 Affordable housing grant recently received by the city that contains significant GIS components.

This plan will ultimately be approve by a to-be-formed GIS steering committee consisting of upper-management of participating departments who will be charged with oversight of the implementation process.

(5) City Manager:

b. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]

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

XVI. ADJOURN REGULAR MEETING

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

May 5, 2020

A closed session of the City Council, City of Tulare was held on Tuesday, May 5, 2020, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North “M” Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos, Greg Nunley^(via teleconference)

COUNCIL PRESENT VIA ZOOM: Terry Sayre

COUNCIL ABSENT: Carlton Jones

STAFF PRESENT: Rob Hunt, Mario Zamora^(via Zoom/teleconference), Janice Avila, Josh McDonnell, Wes Hensley, Dave Rossman, Darlene Thompson, Roxanne Yoder

I. CALL TO ORDER CLOSED SESSION

Mayor Sigala called the closed session to order at 6:02 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.

Officer Joel Robertson addressed the Council on behalf of Tulare Police Officer’s Union and urged the Council to follow the recommendation of the Fact-Finder.

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

Mayor Sigala adjourned to closed session for items as noted by City Attorney Mario Zamora at 6:05 p.m.

- (a) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1) [Submitted by: M. Zamora]
Name of Case: City of Tulare and Tulare Police Officers Union (TPOU) Case No. SA-IM-194-M
- (b) 54956.9(b) Conference with Legal Counsel – Significant Exposure to Litigation (1) threat of litigation by T-Town Smoke Shop regarding closure of essential businesses [Submitted by: M. Zamora]

IV. RECONVENE CLOSED SESSION

Mayor Sigala reconvened from closed session at 7:27 p.m.

V. CLOSED SESSION REPORT (if any)

Mayor Sigala advised there was no reportable actions.

VI. ADJOURN CLOSED SESSION

Mayor Sigala advised at 7:27 p.m. that closed session would recess to trail the end of the regular session.

A regular session of the City Council, City of Tulare was held on Tuesday, May 5, 2020, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Jose Sigala, Dennis A. Mederos

COUNCIL PRESENT VIA ZOOM: Terry Sayre, Greg Nunley^{7:49 p.m.}

COUNCIL ABSENT: Carlton Jones

STAFF PRESENT: Rob Hunt, Josh McDonnell, Mario Zamora^(via Zoom), Wes Hensley, Dave Rossman, Janice Avila, Michael Miller, Traci Myers, Craig Miller, Darlene Thompson, Trisha Whitfield, Nick Bartsch, Roxanne Yoder

VII. CALL TO ORDER REGULAR SESSION

Mayor Sigala called the regular session to order at 7:28 p.m.

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Sigala led the Pledge of Allegiance and Deputy City Manager Josh McDonnell provided an invocation.

IX. 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.

Roger Wilson, Legal Counsel for the Tulare Police Officer's Union, addressed the Council requesting they follow the recommendation of the Fact-Finder.

Donnette Silva-Carter addressed the Council with an update on the Chamber's COVID-19 business support efforts.

Euler Torrez addressed the Council regarding efforts of the League of Latino American Citizens, potential for future street fairs, and urged the Council to support Tulare Police Officers.

X. COMMUNICATIONS

There were no items for this section of the agenda.

XI. CONSENT CALENDAR:

It was moved by Vice Mayor Mederos seconded by Council Member Nunley, and carried 4 to 0 (Council Member Jones absent) that the items on the Consent Calendar be approved as presented except for items 3 and 9.

- (1) Authorization to read ordinances by title only.
- (2) Approve minutes of April 21 & April 24, 2020 special/regular meeting. [Submitted by: R. Yoder]
- (3) Adopt Resolution 2020-18 requesting the Board of Supervisors of Tulare County to consent to permitting the County Registrar of Voters to render specified services to the city relating to the conduct of the General Municipal Election of November 3, 2020 and adopt Resolution 2020-19 calling the General Municipal Election and requesting and consenting to consolidation of elections on November 3, 2020, and setting specifications of the election order. [Submitted by: R. Yoder] Mayor Sigala pulled the item to amend the Resolution to request all vote-by-mail for the City, if possible. Following discussion, it was moved by Mayor Sigala, seconded by Vice Mayor Mederos, and carried 4 to 0 (Council Member Jones absent) to adopt Resolutions 2020-18, as amended, and 2020-19, as presented.
- (4) Approve the Parcel Map filed by JG Construction and Custom Homes for the division of land located on the north side of Sandalwood Avenue at Constitution Street, and accept the 6' public utility easement shown thereon. [Submitted by: M. Miller]
- (5) Adopt Resolution 2020-20 to grant direct access rights to Cross Avenue for the easternmost 30 feet of Lot 1 and westernmost 30 feet of Lot 2 of the Liberty Square Unit No. 10 subdivision. [Submitted by: M. Miller]
- (6) Accept a Grant of Easement from Oakmeadow Properties, LLC, a California Limited Liability Company, for public utility and sidewalk purposes along the future alignment of Amsterdam Avenue, a private street located within the Oak Tree Estates subdivision. [Submitted by: M. Miller]
- (7) Approve a short-term deferred improvement agreement with Presidio JJR Kensington 111, LLC, a Delaware Limited Liability Company, to defer the required completion of segments of decorative block wall for Phase 1 of the Willow Glen Estates subdivision located at the northeast corner of Cartmill Avenue and Devenshire Street.

- (8) **Reject the liability claim filed by Rich Grant in the amount of \$1,407.08 for damages to an apartment door and window due to actions taken by Police Officers while on a call for service. [Submitted by: J. Avila]**
- (9) **Approve the amended project scope and budget for the design and construction of a new traffic signal and intersection improvements at Prosperity Avenue and West Street; Authorize the City Manager to sign a contract amendment with QK of Visalia, CA in an amount not to exceed \$12,500 for design of water and sewer improvements; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the revised contract amount. [Submitted by: N. Bartsch]** Council Member Nunley recused himself due to business relationship. With no discussion, it was moved by Mayor Sigala, seconded by Vice Mayor Mederos and carried 3 to 0 (Council Member Nunley recused; Council Member Jones absent) to approve the item as presented.

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

There were no items for this section of the agenda.

XIII. MAYOR'S REPORT

There were no items for this section of the agenda.

XIV. STUDENT REPORTS

There were no items for this section of the agenda.

XV. 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 consider the adoption of a Resolution of Necessity to acquire property by eminent domain for portions of certain properties located along Aronian Street between Kern Avenue and Tulare Avenue (State Route 137); adopt Resolution of Necessity 2020-21 for portions of APN 177-190-002, 177-200-008 and APN 177-200-009; authorizing the City Attorney to take the steps necessary to finalize the acquisition of the public right of way for the Project through eminent domain. [Submitted by: N. Bartsch]** Senior Project Manager Nick Bartsch provided a report for the Council's review and consideration. Mayor Sigala opened the public hearing at 8:45 p.m.; with no public comment, he closed the public hearing at 8:47 p.m. Following the presentation, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 4 to 0 (Council

Member Jones absent) to adopt Resolution of Necessity 2020-21, as presented.

- b. Public Hearing to adopt Resolution 2020-22 adopting the City of Tulare’s Final Program Year 2020-2024 Five-Year Consolidated Plan, Final Analysis of Impediments to Fair Housing Choice, 2020-2021 Annual Action Plan, and 2019-2020 Action Plan Amendment II and direct staff to execute necessary authorizations for submittal of the documentation to the U.S. Department of Housing and Urban Development (HUD).**

[Submitted by: T. Myers] Community and Economic Development Director Traci Myers provided a report for the Council’s review and consideration. Mayor Sigala opened the public hearing at 8:51 p.m.; with no public comment, he closed the public hearing at 8:53 p.m. Following the presentation, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 4 to 0 (Council Member Jones absent) to adopt Resolution 2020-22, as presented.

(2) Community and Economic Development:

- a. Council consideration to adopt Resolution 2020-23 approving the modification of the City’s 2018-2019 grant application to the California Department of Housing and Community Development (HCD) for 2018 HOME Investment Partnerships Program funds to include a Tenant-Based Rental Assistance Program and authorize the City Manager or his/her designee(s) to execute, in the name of the City, all required documents. [Submitted by: T. Myers]** Community and Economic Development Director Traci Myers provided a report for the Council’s review and consideration. Questions and comments posed by Council addressed by staff. Following the presentation and with no public comment, it was moved by Vice Mayor Mederos, seconded by Council Member Sayre and carried 4 to 0 (Council Member Jones absent) to adopt Resolution 2020-23, as presented.

(3) City Manager:

- a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]** Mayor Sigala moved this item up on the agenda prior to the Consent Calendar. Tulare County Public Health Director Karen Elliott and Tulare County Health and Human Services Agency Director Tim Lutz joined via Zoom to address the Council regarding the County’s COVID-19 efforts. Questions and comments posed by Council addressed by Ms. Elliott and Mr. Lutz.

The Council and staff discussed this item further at its appropriate location on the agenda.

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

Mayor Sigala reconvened closed session at 9:26 p.m.

Mayor Sigala adjourned closed session and reconvened the regular session, advising there was no reportable action.

XVII. ADJOURN REGULAR MEETING

Mayor Sigala adjourned the regular meeting at 10:37 p.m.

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

ATTEST:

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

AGENDA ITEM: Consent 3

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

Submitting Department: City Manager’s Office

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute Agreement Supplement No. 11, in the annual amount of \$60,000 plus 4.8% administrative costs and expenses, with Townsend Public Affairs (TPA) public sector funding advocates to lobby for funding for City projects.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City entered into an agreement with TPA on November 13, 2007, to assist in advocating for state and federal projects and programs that could benefit the City. This association has been highly successful resulting in the City securing grants and beneficial programs as well as keeping the City informed on many important state and federal issues affecting the City. They aide the City in preparation of background information and presentations with regard to proposed legislation to educate the Council on matter of support or opposition letters to the legislature, as well as secure meetings for City officials with Sacramento or Washington legislative officials, to discuss matters of local importance.

In July 2011, Townsend reduced their original monthly rate from \$7,500 to \$5,000 and have not raised their rates for services, this was done to allow the City to continue to benefit from their legislative expertise and advocate services.

A report outlining Townsend’s advocacy efforts has been included for reference.

STAFF RECOMMENDATION:

Authorize the City Manager to execute Agreement Supplement No. 10, in the annual amount of \$60,000 plus 4.8% administrative costs and expenses, with Townsend Public Affairs (TPA) public sector funding advocates to lobby for funding for City projects.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

001-4110-2066

Submitted by: Rob Hunt

Title: City Manager

Date: April 20, 2020

City Manager Approval: _____

**SUPPLEMENT TO
CONTRACT FOR CONSULTING SERVICES (11)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this 21st day of April 2020 by and between the City of Tulare, a municipal government ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant").

RECITALS

- A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of October 2, 2007 ("Contract") and November 4, 2008 (First Supplement), July 19, 2011 (Second Supplement), June, 2013 (Third Supplement), July 22, 2013 (Fourth Supplement), July 1, 2014 (Fifth Supplement), July 1, 2015 (Sixth Supplement), July 1, 2016 (Seventh Supplement), May 1, 2017 (Eighth Supplement), July 1, 2018 (Ninth Supplement), and June 1, 2019 (Tenth Supplement).
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

1. The term is extended from July 1, 2020 to June 30, 2021
2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: CITY OF TULARE
A public agency

By: _____
Rob Hunt
City Manager

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By:  _____
Christopher Townsend
President and Secretary

MEMORANDUM

To: City of Tulare
Mayor and Council Members
Rob Hunt, City Manager

From: Townsend Public Affairs, Inc.
Christopher Townsend, President
Richard Harmon, Central California Senior Director

Date: May 4, 2020

Subject: Year-End and Monthly Report—April 2020

SUMMARY

This memorandum is an overview of activities undertaken by Townsend Public Affairs (TPA) over the last month and year, working on behalf of the City of Tulare, including the following subjects:

- **Legislative Activity and Updates**
 - *State Update*
 - Legislative Activity
 - Governor's COVID-19 Action Summary
 - Assembly and Senate Budget Hearings
 - LAO Reports on COVID-19
 - Development Impact Fee Update
 - CalRecycle Organics Recycling Regulations
 - *Federal Update*
 - Congressional Activity
 - Coronavirus Aid Packages
 - Guidance to Re-open
 - Public Charge
 - Pandemic EBT
 - Relief Fund Guidance
 - SBA Guidance
 - Federal Reserve Municipal Loans
 - U.S. Census
 - National Parks
 - PFAS/PFOA Update
 - Supplemental Nutrition Assistance Program
 - Water Infrastructure
 - BJA Coronavirus Emergency Supplemental Funding Program
 - FEMA AFG Funding Program
- **Project Activity and Updates**
 - *Homelessness Activities*
 - *Highway 99 Funding*
 - *Federal Conveyance Legislation*
- **Upcoming Funding Opportunities and COVID-19 Funding**



LEGISLATIVE ACTIVITY AND UPDATES

State Update

Legislative Activity

In April, the Governor continued his efforts on responding daily to the COVID-19 crisis. Governor Newsom has been holding daily press briefings to update the public on the status of COVID-19 cases and executive actions taken in response to the pandemic. In the month of April, the Governor signed 17 Executive Orders and introduced several initiatives to help the State respond to the crisis. Governor Newsom also unveiled six indicators that the Administration would be monitoring, evaluating, and advancing in order to re-open the State's economy. However, the Governor has not yet provided a date for when the stay-at-home order will be lifted.

While the Legislature was not in session in April, Assembly and Senate leadership has been coordinating the details for the remainder of the legislative session. Speaker of the Assembly Anthony Rendon has announced that the Assembly will be returning to the Capitol on Monday, May 4 to consider a limited number of bills. However, citing increasing medical and logistical concerns, Senate Pro Tempore Toni Atkins has announced that the Senate is targeting a return date of May 11. No floor sessions have been scheduled, and most of the legislators' attention will be on passing a limited number bills out of their policy committees.

Legislative offices have also been alerted by both the Speaker and the Senate Pro Tempore that the number of bills remaining in the legislative session are going to be significantly reduced. Legislators have been asked to only advance bills that are essential in passing this year so that the focus of the Legislature for the remainder of the session can remain on COVID-19, housing, and wildfire resiliency. Committee hearings are set to resume on Monday, May 4. It is expected that policy committees will only hold one hearing each to consider the paired down number of bills.

Below are the upcoming tentative dates for the Legislature:

May 4: Assembly scheduled to reconvene

May 11: Senate scheduled to reconvene

June 15: Budget must be passed by Midnight

Governor's COVID-19 Action Summary

Below is a summary of the major COVID-19 actions taken by the State Administration in April:

- **April 24: Senior Meal Program.** The State is launching a program that will enlist community restaurants to prepare and deliver meals to older Californians who are isolating at home during California's stay at home order.
- **April 23: Stimulus Paychecks.** Governor Newsom issued an executive order to stop debt collectors from garnishing COVID-19-related financial assistance.



- **April 17: Economic Recovery Task Force.** Governor Newsom established a state task force on Business and Jobs Recovery to chart a path forward on recovery in the wake of COVID-19.
- **April 15: Unemployment Assistance:** The State Employment Development Department is implementing a new process for those applying for Pandemic Unemployment Assistance, including the self-employed and independent contractors.
- **April 14: Roadmap for Re-Opening.** Governor Newsom outlined six indicators California will consider before modifying the stay-at-home-order and other COVID-19 interventions.
- **April 9: Unemployment Benefits:** The state will begin implementing new federal benefit payments of \$600 on top of the weekly benefit received by California workers as part of the new Pandemic Additional Compensation (PAC) initiated by the CARES Act.
- **April 4: Testing.** The Governor created a COVID-19 testing task force, a public-private collaboration that will work with stakeholders to rapidly boost testing capacity.
- **April 2: Water Shutoffs.** Governor Newsom signed an executive order that will restrict water shutoffs to homes and small businesses while the state responds to the COVID-19 pandemic.

Assembly and Senate Budget Hearings

In April, the Assembly and Senate Budget Subcommittees held hearings to discuss the State's fiscal status and recent COVID-19 spending. The Assembly Budget Subcommittee held its hearing on April 20, and the Senate Budget Subcommittee held its hearing on April 16.

During the hearings, presentations were provided from the Legislative Analyst's Office (LAO), the Department of Finance (DOF) and the California Budget and Policy Center. The panels pointed to an anticipated \$35 billion State revenue shortfall in the first year of the pandemic, and additional \$85 billion in subsequent years.

The LAO recommended preliminary spending with a modified baseline budget in mind, focusing only on existing safety-net programs, necessary expenditures surrounding COVID-19, and inflation. In January, DOF anticipated a recession scenario with revenue losses of up to \$70 billion over a 3-year period with the unemployment peak anticipated at 9.1 percent.

The panel expected \$7 billion in State expenditures for COVID-19 in 2020, plus additional caseload expenditures for critical safety-net programs. The panel also stated that the \$2.2 trillion federal stimulus bill is not enough and reiterated that the Governor has requested another \$1 trillion for State and local governments.

Another relevant point of discussion was the potential for the Legislature to examine state-imposed mandate relief for local governments during the pandemic. The panel stated that additional research will be needed on which mandates could be lifted. The Legislature could also potentially fund or eliminate certain mandates on behalf of local governments.



There were several questions about the federal funds that would be directed to California and how those would be allocated. The Administration indicated that they would be addressing many of these issues, as well as addressing the ongoing financial needs of state agencies on the front lines of the coronavirus response, in the upcoming May Revision.

DOF stated that the Newsom Administration is aware of the issue related to smaller cities not receiving direct federal aid and is working with the White House to secure direct funding for cities under 500,000 in the next federal relief package (Phase 4).

LAO Reports on COVID-19

The LAO released two relevant reports in April on COVID-19. Below is a summary of these two reports:

April 20 – “State Funding Actions Related to COVID-19”

The report highlights the recent legislative and administrative action to allocate State funds in response to the COVID-19 public health emergency. As a reminder, the Legislature passed two funding measures in March (SB 89 and SB 117) that allows the Newsom Administration to access and use up to \$1.1 billion in emergency funding. The report also notes the Governor’s action to transfer \$1.3 billion from the Special Fund for Economic Uncertainties to the Disaster Response Emergency Operations Account (DREOA). These funds can be used during a state of emergency.

Additionally, on April 1, the Governor issued an executive order to transfer funds from other State funds in order to spend more on the State’s COVID-19 response, as needed. The LAO states that most of these costs will be eligible for federal reimbursement due to President Trump’s disaster declaration. Under these conditions, the Federal Emergency Management Agency (FEMA) can reimburse states’ costs up to 75 percent for expenditures associated with the disaster.

April 28 – “Federal COVID-19-Related Funding to California”

This report describes the process by which federal stimulus funding is allocated to state and local governments, private entities, and individuals. The LAO includes the Coronavirus Preparedness and Response Act (Phase 1), the Families First Coronavirus Response Act (Phase 2), and the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Phase 3) in its analysis. The analysis says that some of the funding that flows to State government agencies can also indirectly flow to local governments, but the report does not describe that process in detail.

Of note, the report shows that allocations directly to cities comes primarily from the CARES Act (Phase 3) through the following funding streams:

- Coronavirus Relief Fund to respond to the public health emergency (cities with populations over 500,000)
- Supplemental funding for HIV/AIDS grants
- Expanded grant funding for community behavioral health clinics
- Homelessness funding



- Community development to revitalize neighborhoods (Community Development Block Grants)
- Criminal justice funding to respond to COVID-19 (Department of Justice Grants)
- Emergency preparedness and response activities (FEMA)

The LAO estimates the total amount of these funds to be approximately \$7.7 billion, however this figure is subject to change based on statewide costs not yet calculated.

Development Impact Fee Update

Earlier this year, several State lawmakers introduced legislation that would significantly affect the process that cities use for development impact fees. Impact fees and other development fees have historically been a source of funding for local governments, and legislative changes to adjust impact fee levels could potentially reduce city revenue. Throughout the year, TPA has been working diligently on this issue to communicate the local government perspective to key lawmakers, including the following:

- 1) The Senate Pro Tempore's office
- 2) The Assembly Speaker's office
- 3) The Senate Governance and Finance Committee
- 4) The Assembly Local Government Committee
- 5) The Assembly and Senate Housing Committees
- 6) Authors of impact fee legislation, specifically Assembly Member Tim Grayson (D-Concord)

Through these negotiations, TPA has learned that the Assembly Housing Committee is unlikely to move forward with development impact fee legislation this year. Moving forward, the Speaker's Office, as well as the Assembly and Senate Local Government Committees, have expressed concerns regarding prioritizing impact fee legislation in the current economic climate.

CalRecycle Organics Recycling Regulations (SB 1383, Lara)

The California Department of Resources Recycling and Recovery (CalRecycle) has recently opened another 30-day review period for the revised draft of their SB 1383 (Lara, 2016) regulations. As a reminder, SB 1383 establishes aggressive State targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste compared to the 2014 level by 2020 and a 75 percent reduction by 2025. The bill also directed CalRecycle to establish a set of criteria and regulations to guide the State to this new directive. The entire regulatory framework can be found on CalRecycle's Short-Lived Climate Pollutants (SLCP) webpage. Written comments are due by May 20, 2020.

Furthermore, Senator Brian Dahle (R-Redding) has introduced SB 1191 that adds further clarity to the law surrounding good faith efforts made by cities. Specifically, CalRecycle has the authority to fine jurisdictions that are not in compliance with the new regulations. However, in other rulemaking processes, CalRecycle has provide a good faith effort clause that allows the Agency to provide leniency if jurisdictions are making progress toward their goal. SB 1191 would further codify this provision to give jurisdictions more flexibility.



Federal Legislative Update

Congressional Activity

In April, the health and economic impacts of COVID-19 dominated the federal landscape, with Congress and every federal department focused on controlling the detrimental effects. During the month, cases and deaths due to the virus skyrocketed, and state and local stay-at-home orders put strains on businesses and workers.

Congress was in recess for the majority of the month but continued to remain engaged on mitigating the economic and financial impacts of the COVID-19 pandemic. During the month, Congress introduced and finalized an additional economic stimulus package, H.R. 266, commonly referred to as “Phase 3.5,” designed to bridge the funding gap for Small Business Administration loan programs, as well as allocate additional funds for hospitals and testing. Phase 3.5 passed unanimously in the Senate and by a vote of 388-5 in the House. The Senate is currently scheduled to return to session on May 4, but the House will continue to remain in recess after Speaker Nancy Pelosi consulted with the House Physician about fears of members contracting and spreading COVID-19.

Coronavirus Aid Packages

“Phase 3.5” is a small stopgap bill that serves as a bridge until a larger, broader package can be negotiated by Congress. The new interim emergency relief package provides \$484 billion in additional funding, including \$310 billion for the Paycheck Protection Program (PPP) to help businesses with fewer than 500 employees obtain loans that can assist with expenses such as payroll and benefits. Of this, SBA must guarantee \$30 billion for loans made by Insured Depository Institutions or Credit Unions that have assets between \$10 billion and \$50 billion, and \$30 billion for loans made by Community Financial Institutions, Small Insured Depository Institutions, and Credit Unions with assets less than \$10 billion or community lenders such as community development financial institutions and minority depository institutions. The bill defines Community Financial Institutions as minority depository institutions, certified development companies, microloan intermediaries, and State or Federal Credit Unions. Lastly, “Phase 3.5” also included \$75 billion for health care providers to cover COVID-19 expenses and lost revenue and \$25 billion to develop mass testing.

Negotiations for the broader “Phase 4” package are already underway. Passage of any new legislation will likely not occur until both chambers return from recess. House Speaker Nancy Pelosi (D-CA) indicated that House Democrats would craft their own “Phase 4” bill to be considered after the chamber returns from its break. Speaker Pelosi also undertook the same efforts during Phase 3 negotiations. Speaker Pelosi discussed the possibility of including \$500 billion for state and local governments, increases in Medicaid money to states, and provisions helping fund voting by mail in the fall elections.

In a reverse course from his previous comments, Senate Majority Leader Mitch McConnell (R-KY) said it is “highly likely” the next coronavirus spending bill will provide funding for local governments. However, McConnell also said he will insist on provisions protecting employers from employee lawsuits over contracting coronavirus at work. This is not likely to sit well with



Democrats, who object to the idea of creating new limitations on employee protections during the pandemic.

White House Releases Guidance to Re-Open the Nation

This month, the Trump Administration issued guidance entitled “Opening Up America Again” which outlines certain criteria States should meet before a phased re-opening. The criteria include States showing downward trends of COVID-19 cases, hospital cases, and the ability to provide adequate COVID-19 testing.

To begin implementing the guidelines, states must first meet eligibility criteria that includes downward trajectories of COVID-19 cases within a 14-day period or downward trajectories of positive tests as a percent of total tests within a 14-day period. Additionally, states should be able to show that hospitals are adequately prepared to handle influxes in COVID-19 patient increases.

If these criteria are met, states, could then enter Phase One, which would allow large venues like restaurants, movie theaters, sporting venues and places of worship to reopen if they operate under social distancing protocols. Under Phase 2, schools and activities like day care centers and camps could reopen and nonessential travel could resume. Visits to senior care facilities and hospitals, however, would remain prohibited.

Finally, under Phase 3, large venues could operate under less stringent social distancing protocols, gyms could open with strict sanitation protocols, and bars could operate with increases in standing room occupancy. The guidelines do not suggest any reopening dates, and President Trump acknowledged that it would be a gradual process.

Public Charge

In a ruling this month, the U.S. Supreme Court let the Trump Administration continue using a test to screen out green card applicants who might become dependent on government benefits, refusing to halt the policy because of the Covid-19 outbreak. The justices rejected a request from a New York-led group of state and local governments that said emergency Supreme Court intervention was needed to ensure immigrants weren’t deterred from using publicly funded health-care programs and other benefits. The court also rejected a similar motion filed by Cook County, Illinois. The court left open the possibility that a request could be filed with a federal district court.

Pandemic EBT

In April, U.S. Department of Agriculture Secretary Sonny Perdue announced that California and Connecticut have been approved to operate Pandemic Electronic Benefit Transfer (EBT), a new program authorized by the “Phase 2” Families First Coronavirus Response Act (FFCRA), which provides assistance to families of children eligible for free or reduced-price meals dealing with school closures. California and Connecticut will be allowed to operate Pandemic EBT, a supplemental food purchasing benefit to current SNAP participants and as a new EBT benefit to other eligible households to offset the cost of meals that would have otherwise been consumed at school. For the 2019-2020 school year, California had approximately 3.9 million children eligible for free-and reduced-priced lunch, or about 63% of children in participating schools.



Under FFCRA, States have the option to submit a plan to the Secretary of Agriculture for providing these benefits to SNAP and non-SNAP households with children who have temporarily lost access to free or reduced-price school meals due to pandemic-related school closures. State agencies may operate Pandemic EBT when a school is closed for at least five consecutive days during a health emergency designation during which the school would otherwise be in session.

Coronavirus Relief Fund Guidance

The Treasury Department released guidance for state and local governments with populations over 500,000 on how to utilize the \$150 billion Coronavirus Release Fund, including information on how they may disperse those funds to local governments. This funding was approved as part of the Phase 3 Stimulus Package. Treasury's Guidance indicates that Fund payments must be used for actions taken in response to the public health emergency. Such expenditures may be for direct response actions. For example, expenditures such as addressing medical or public health needs, or "second-order effects," such as economic support for those suffering from employment or business disruptions due to business closures would be permissible. The Treasury guidance also indicated that Fund payments cannot be used to fill any shortfalls in revenues, but that grantees can subgrant to other local public agencies in their jurisdiction.

SBA Guidance

The Small Business Administration published new guidance on the Paycheck Protection Program. The new guidance restricts publicly traded companies from accessing the next round of funding. The guidance also puts pressure on large companies to return funds already received, or not apply in the first place. Approximately 150 public companies received nearly \$600 million in loans from the \$350 billion program.

Federal Reserve Municipal Loans

The Federal Reserve announced it would open its Municipal Liquidity Facility (MLF) to cities with at least 250,000 residents and counties with at least 500,000. The program was previously limited to cities of 1 million residents or more and counties of at least 2 million, cutting off some of the municipalities hit hardest by COVID-19. This comes after the Federal Government previously announced it would purchase \$500 billion in debt from city and county governments through the MLF as part of an additional \$2.3 trillion in emergency loans.

U.S. Census

The U.S. Census Bureau is pushing to delay deadlines for delivering its decennial count of U.S. residents due to the coronavirus pandemic. The agency hopes to postpone field operations until June 1, moving the deadline to finish the count to October 31. Census Bureau Director Steven Dillingham and Commerce Secretary Wilbur Ross indicated they wanted to move the deadline for delivering the tally of state populations from the end of this year to April 2021 and the deadline for giving states data for redistricting from the end of March 2021 to the end of July 2021. Such a change would require congressional approval. Congresswoman Carolyn B. Maloney (D-NY), chairwoman of the House Oversight Committee, expressed that the committee would consider the request, but she needed additional data from the Trump Administration.



National Parks

President Donald Trump recently announced that national parks and public lands will be reopening following coronavirus-related closures. Similar to his larger plan to reopen the economy, the President indicated that park re-openings will be gradual as well. The Department of the Interior and the National Park Service will work with states to open parks as those individual states begin to reopen, and Trump Administration won't move to open parks before the states they're located in move to at least Phase One of the White House reopening guidelines.

PFAS/PFOA Update

Efforts to include PFAS chemicals provisions in "Phase 4" are gaining steam in the House. A bipartisan group of more than 80 House lawmakers signed a letter asking the House Transportation and Infrastructure Committee as well as its environment subcommittee to include provisions tackling industrial discharge of toxic PFAS or "forever" chemicals in new stimulus legislation. The group requested the inclusion of provisions that would establish deadlines for the Environmental Protection Agency (EPA) to determine how to regulate industrial discharges of PFAS under the Clean Water Act. The inclusion of these provisions will depend on whether future coronavirus stimulus packages include water infrastructure components in its scope. Some Congressional members have indicated that there is a desire to incorporate water infrastructure priorities in COVID-19 funding, however no concrete efforts have been undertaken thus far to accomplish such a task.

Supplemental Nutrition Assistance Program (SNAP)

The U.S. Secretary of Agriculture Sonny Perdue recently announced that emergency benefit increases have reached \$2 billion per month for Supplemental Nutrition Assistance Program (SNAP) participants nationwide

The objective of the benefit increase is to better stabilize food security during the coronavirus pandemic. The additional benefits represent a 40% increase in overall monthly SNAP benefits, which provide participants the ability to purchase more food.

Currently, the average 5-person household (2 adults and 3 kids) with no income can receive a maximum benefit of \$768. However, if there is reportable income, that same household would receive only \$528. The additional emergency benefits would provide that household with an additional \$240 monthly in food purchasing power. Ultimately, this would bring the average household up to the same benefit level as households already receiving the maximum benefit.

Water Infrastructure

In April, lawmakers on the Senate Environment and Public Works Committee introduced two pieces of draft legislation that would invest \$19.5 billion into the country's water infrastructure.

The first bill is the "America's Water Infrastructure Act (AWIA)," which would aim to increase water storage, offer flooding protection, and repair wastewater and irrigation systems. If passed, AWIA 2020 would authorize \$17 billion in new infrastructure projects. It would also set a 2-year goals



for the U.S. Army Corps of Engineers including completing feasibility studies for potential projects, increasing Western water storage, and building flood management infrastructure in the Midwest.

The second bill is the “Drinking Water Infrastructure Act,” and it seeks to help communities meet their drinking water needs. The “Drinking Water Infrastructure Act” would cost \$2.5 billion, and it would reauthorize the Safe Drinking Water Act emergency fund. The emergency fund is critical, as it provides resources to communities with dangerous water issues. This legislation would also authorize \$300 million in grants to help communities eradicate PFAS chemicals in drinking water.

BJA Coronavirus Emergency Supplemental Funding Program (CESF)

The U.S. Department of Justice recently announced the BJA Coronavirus Emergency Supplemental Funding Program. This is a non-competitive formula grant to assist eligible recipients in preventing, preparing for, and responding to the coronavirus. Recipients are those who received an FY 2019 Byrne-JAG Allocation. Applications are due May 29 through DOJ’s Grant Management System (GMS). A total of nearly \$850 million has been allocated.

Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

FEMA Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S)

The AFG Program received a total of \$100 million in supplemental funding through the CARES Act (Phase 3) and FEMA will be administering a supplemental funding round for the program (AFG-S) to help provide personal protective equipment to firefighters and first responders who are managing emergencies during the Coronavirus pandemic. Local fire departments are eligible to apply.

Activities under this solicitation are limited to the purchase of Personal Protective Equipment (PPE) and supplies to prevent, prepare for, and respond to the COVID-19 public health emergency. Specific PPE funding priorities include:

- Eye Protection
- Isolation
- Protective Coveralls
- Gloves
- Footwear Covers
- Respirators
- Surgical Type Face Masks.

Applications will be due May 15, 2020. FEMA expects to make 1000 awards, with a 15% match requirement.



PROJECT ACTIVITY AND UPDATES

Homelessness Activities

Townsend Public Affairs is working with City Council Members and staff on activities to address the current homelessness crisis. To date, these activities have included meetings with the Governor's Office and legislative offices to discuss opportunities for the City to demonstrate its commitment to the crisis.

The City submitted a request to its legislative delegation for assistance with acquiring and/or renovating the vacant court building next to City Hall for homeless services, as well as funding for collaborative law enforcement activities. In February, TPA coordinated an advocacy day for the Mayor and Council in Sacramento to further discuss the homelessness situation and request. Currently, the City is working with the Governor's Housing Agency, Judicial Council and its legislators on each of these priorities.

Highway 99 Funding

In late 2019, the State Department of Transportation proposed elimination of Interregional Transportation Improvement Program (ITIP) funding for critical projects on Highway 99, including in the City of Tulare. The proposal was subject to public hearings and consideration by the California Transportation Commission (CTC).

Townsend Public Affairs worked closely with the Tulare County Association of Governments (TCAG) and City Council Members and staff to coordinate efforts opposing the proposed action. The activities included meetings with the Governor's Office, State Transportation Agency, CTC and legislative offices to discuss impacts to the City and County of the proposed elimination. Following public appearances before the CTC, meetings, and correspondence from our legislative delegation, the State's action was ultimately modified to preserve funding for the local projects.

Federal Conveyance Legislation

Townsend Public Affairs has worked with City staff from early in 2015 on federal legislation to convey two properties owned by Union Pacific to the City. The legislation is modeled on a similar bill from 1997 authored by Congressman Bill Thomas.

With the end of the last Congress, we had to reintroduce our land conveyance legislation with Rep. Nunes. The bill was reintroduced in January as H.R. 340 and was moving quickly given its progress out of the House to the Senate the previous year. Democrats on the House Natural Resources Committee reached out to the minority for bills that could move quickly onto the floor, and we got the Tulare land bill included on the list.

We have had a challenging time confirming with Committee on Natural Resources staff on how we can move this forward quicker, so we enlisted help from our contacts in other offices to determine what's been going on behind the scenes. Apparently, there were so many bills in the same situation (ones that passed the House but not the Senate by the end of last session), that new Democratic leadership had been slow to get all of them in line for floor action.



UPCOMING FUNDING OPPORTUNITIES

Included below is a list of several upcoming grant programs, descriptions and due dates:

May:

Name	Awards & Match	Description	Deadline
Federal Emergency Management Agency (FEMA): Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)	\$100 million available nationwide, 1000 awards expected 15% Match	All activities under this AFG-S solicitation are limited to the purchase of Personal Protective Equipment (PPE) and supplies to prevent, prepare for, and respond to the COVID-19 public health emergency. This includes reimbursement for expenditures made since Jan. 1, 2020.	May 15, 2020
Federal Emergency Management Agency (FEMA): Staffing for Adequate Fire and Emergency Response (SAFER) Program	\$350 million available nationwide, 300 awards expected nationwide 38% Match over three years for salaries and benefits of new positions	The FEMA SAFER grant program assists local fire departments with staffing and deployment capabilities. Funds may only be used to hire new, additional firefighters or changing the status of part-time or paid-on-call firefighters to full-time firefighters, or for activities for recruitment and retention of volunteer firefighters.	May 15, 2020
Federal Emergency Management Agency (FEMA): Fire Prevention and Safety (FP & S) Grants	\$35 million available nationwide, 150 awards expected 5% Match	Fire departments may apply for projects to reach high-risk target groups and mitigate the incidence of death, injuries and property damage caused by fire and fire-related hazards.	May 29, 2020
CA Natural Resources Agency: Prop 68 Urban Flood Protection Program	\$200,000 Min. Award \$6 million Max. Award 25% Match unless serving a DAC	The Urban Flood Protection grant program, funded by Proposition 68, will fund multi-benefit projects in urbanized areas to address flooding. Grants will be awarded on a competitive basis. This program emphasizes and gives priority to projects that serve the State's severely disadvantaged communities.	Deadline postponed from March 25, new deadline TBD but anticipated late May/early June

June:

Name	Awards & Match	Description	Deadline
CA Natural Resources Agency: Urban Greening Program	No Match, preference for projects serving a DAC No Min. or Max Award	The Urban Greening Program will fund projects that quantifiably reduce greenhouse gases by sequestering carbon, decreasing energy consumption and reducing vehicle miles traveled. Eligible projects will establish and enhance parks and open space, use natural solutions to improving air and water quality and	Anticipated June 2020 Postponed from May 1



		reducing energy consumption, and create more walkable and bike-able trails.	
U.S. Department of Justice Bureau of Justice Assistance (BJA): STOP School Violence Program	\$71.5 million available nationwide 150 awards expected No Match	BJA's STOP School Violence Grant Program is designed to improve school security by providing students and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence.	June 9, 2020
Caltrans: Local Partnership Program	\$25 million Max. Award 1:1 Match requirement	The Local Partnership Program provides funding to local and regional agencies to improve: <ul style="list-style-type: none"> • Aging Infrastructure • Road Conditions • Active Transportation • Transit and rail • Health and Safety Benefits To be eligible, must have voter-approved or imposed fees (including uniform developer fees) dedicated solely to transportation improvements	June 30, 2020

Upcoming Grants to Watch:

Name	Awards & Match	Description	Timeline
CA Natural Resources Agency: Environmental Enhancement and Mitigation (EEM) Program	\$500,000 Max for Development Projects \$1 million Max for Acquisitions No Match	The EEM is an annual program that provides funding to mitigate environmental effects caused by new or modified state transportation facilities, including the categories of urban forestry, resource lands, and mitigation projects beyond the scope of the lead agency.	Deadline TBD, solicitation expected in April
California Department of Housing and Community Development: Local Early Action Planning (LEAP) Grant	Funds are allocated to local governments on a non-competitive basis. Award amounts based on population.	LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).	Applications accepted over-the-counter until July 1, 2020
State Water Resources Control Board: Storm Water Grant Program	\$250,000 Min. Award \$10 million Max Award 50% non-State funds Match	This round 2 implementation grant solicitation will fund multi-benefit storm water management projects that capture, treat, infiltrate and/or use storm water/dry weather runoff for a variety of potential benefits. Projects must be included in an adopted Storm Water Resource Plan.	July 2, 2020



<p>Caltrans – California Transportation Commission (CTC): Active Transportation Program (ATP) Cycle 5</p>	<p>\$250,000 Min. Award for infrastructure projects. No Min. for non-infrastructure projects</p> <p>No Max Award</p> <p>No Match, points awarded for leveraging cash funds</p>	<p>The purpose of ATP is to encourage increased use of active modes of transportation in California. This program will fund the following active transportation project types:</p> <ul style="list-style-type: none"> • Infrastructure • Plans (for DAC communities) • Non-Infrastructure • Quick-Build Project Pilot 	<p>July 15 for Quick-Build Projects</p> <p>September 15 for all other Project Types</p> <p>Postponed from June 15</p>
<p>California Department of Housing and Community Development: Permanent Local Housing Allocation</p>	<p>Funds are allocated to local governments on a non-competitive basis.</p>	<p>The Permanent Local Housing Allocation (PLHA) Program provides grants to Local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.</p>	<p>Over-the-counter period until July 27, 2020</p>

Upcoming Grant Workshops:

- **Storm Water Grant Program Webinar – May 12, 2020**
 - A webinar for Round 2 applicants is planned for Tuesday May 12, 2020 at 2 pm. Information regarding how to participate in the webinar will be posted on the SWRCB program page in the coming weeks. TPA will be participating in this webinar
- **Highway Safety Improvement Program Webinar – May 20, 2020**
 - Caltrans Division of Local Assistance (DLA) will announce a new Call for Projects (Cycle 10) for the Highway Safety Improvement Program (HSIP) in early May, 2020. TPA will be participating in this webinar.



COVID-19 Federal, State, & Private Emergency Assistance

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
ASSISTANCE FOR LOCAL GOVERNMENTS						
Federal Emergency Management Agency (FEMA), administered by CalOES in California Category B Public Assistance Program	<i>California Covid-19 Pandemic Declaration (DR-4482)</i>	Approx. \$500 million obligated for PA grants to California	Local governments, special districts, certain private non-profits	In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance Program.	Will be 30 days after the end of the incident period close. Incident start date is January 20, 2020 and is ongoing, so the final deadline is TBD	Additional information about the Public Assistance Program process will be available in the next 1-2 weeks when CalOES hosts Applicants' Briefing workshops. Workshop times are still TBD. For now, applicants should be tracking costs incurred for COVID-19 response efforts for later submission to CalOES/FEMA.
Federal Reserve Municipal Liquidity Facility	<i>Federal Reserve Action</i>	\$500 billion in loan purchasing by the Fed	Counties with a population of at least 500,000 and cities with a population of at least 250,000	The Municipal Liquidity Facility will offer up to \$500 billion in lending to states and municipalities to help manage cash flow stresses caused by the coronavirus pandemic. The facility will purchase up to \$500 billion of short-term notes issued by U.S. states (including the District of Columbia), U.S. counties with a population of at least 500,000 residents, and U.S. cities with a population of at least 250,000 residents. To be eligible for the facility, notes must mature no later than 36 months from the date of issuance. In addition, among other rating requirements, eligible issuers must have had an investment grade rating as of	N/A	MLF Term Sheet: https://www.federalreserve.gov/newsevents/pressreleases/files/monetary20200427a1.pdf

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				April 8, 2020, from at least two major nationally recognized statistical rating organizations.		
<p>Federal Transit Administration</p> <p>Urbanized Area (Section 5307) and Rural Formula (Section 5311) programs</p>	S. 3548/H.R. 748 (CARES Act)	<p>\$25 billion nationwide</p> <p>\$3.75 billion allocation to California</p>	Public transit operators	<p>FTA is allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion to large and small urban areas and \$2.2 billion to rural areas. Funding will be provided at a 100-percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.</p> <p>CARES funding will be disbursed through FTA apportionments to its Urbanized Area (Section 5307) and Rural Formula (Section 5311) programs.</p>	N/A – formula allocations to designated recipients	Funding will be distributed to designated recipient transit agencies using existing FTA formulas.
<p>U.S. Department of Housing and Urban Development</p> <p>Community Development Block Grant</p>	S. 3548/H.R. 748 (CARES Act)	<p>\$5 billion nationwide</p> <p>\$235.3 million allocation to California based on 2020 CDBG Formula</p> <p>Allocation amounts to local governments vary based on formula</p>	Counties and entitlement Cities according to formula allocations	<p>The CARES Act includes \$5 billion for the CDBG program to enable nearly 1,240 states, counties, and cities to rapidly respond to COVID-19 and the economic and housing impacts caused by it, including the expansion of community health facilities, child care centers, food banks, and senior services. Of the amounts provided, \$2 billion will be allocated to states and units of local governments that received an allocation under the fiscal year 2020 CDBG formula, \$1 billion will go directly to states to support a coordinated response across entitlement and non-entitlement communities, and \$2 billion will be allocated to states and units of local government, cities and counties based on the prevalence and risk of COVID-19 and related economic and housing disruption.</p>	Late June/early July (expected)	<p>HCD will be issuing a NOFA for the allocation received from HUD for the State CDBG Program. These funds will only be eligible to non-entitlement jurisdictions. If you are an entitlement jurisdiction or a non-entitlement city located in a entitlement County, then you would need to contact that County for CARES funding questions</p> <p>HCD expects to issue this NOFA in the first part of May.</p> <p>HCD CDBG Page: https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml#funding</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
						<p>HUD Guidance on CARES Act Flexibilities for CDBG Funds: https://www.hudexchange.info/resource/6018/cares-act-flexibilities-for-cdbg-funds-used-to-support-coronavirus-response/</p> <p>HUD Quick Guide to CDBG Eligible Activities to Support Infectious Disease Response: https://www.hudexchange.info/resource/5988/quick-guide-to-cdbg-eligible-activities-to-support-infectious-disease-response/</p>
<p>Department of Justice</p> <p>Justice Assistance Grant Program (Formula)</p> <p>Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$850 million nationwide</p> <p>\$96.2 million allocation to California</p> <p>\$57.7 million State distribution (60%)</p> <p>\$38.5 million Local distribution (40%)</p>	<p>States and eligible formula grant local recipients consistent with the 2019 JAG formula</p>	<p>The CARES Act includes \$850 million for the Byrne-Justice Assistance Grant Program (Byrne-JAG). Byrne-JAG is the most flexible federal law enforcement grant program and will allow state and local police departments and jails to meet local needs, including purchase of personal protective equipment and other needed medical items and to support overtime for officers on the front lines.</p> <p>States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation.</p>	<p>May 29, 2020</p>	<p>Language is included to ensure these resources go out to states and localities quickly in order to immediately respond to the crisis.</p> <p>Local allocation amounts for eligible California recipients can be found here: https://bjaojp.gov/sites/g/files/xyckuh186/files/media/document/fy20-cesf-allocations-ca.pdf</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
U.S. Department of Housing and Urban Development Emergency Solutions Grant Program	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$4 billion nationwide \$118.5 million in allocations to California	Certain Counties and Cities on formula entitlement basis, non-entitlement recipients TBD.	The CARES act includes \$4 billion via the ESG Program to address the impact of COVID-19 among individuals and families who are homeless or at risk of homelessness, and to support additional homeless assistance, prevention, and eviction prevention assistance. Eviction prevention activities including rapid rehousing, housing counseling, and rental deposit assistance will mitigate the adverse impacts of the pandemic on working families	Late June/early July (expected)	HCD, who will administer these funds for California, expects to have a NOFA and application for CARES Act ESG funding ready the first week of May. Applications will be accepted over-the-counter with an anticipated deadline of late June or early July. Funding will be allocated to Continuums of Care.
Centers for Disease Control and Prevention Various programs	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$4.3 billion nationwide	States, territories, and eligible tribal organizations; local recipients TBD	The CARES Act includes \$4.3 billion to support federal, state, and local public health agencies to prevent, prepare for, and respond to the coronavirus, including: <ul style="list-style-type: none"> • \$1.5 billion to support States, locals, territories, and tribes in their efforts to conduct public health activities • \$1.5 billion in flexible funding to support CDC's continuing efforts to contain and combat the virus • \$500 million for global disease detection and emergency response; • \$500 million for public health data surveillance and analytics infrastructure modernization; and • \$300 million for the Infectious Diseases Rapid Response Reserve Fund, which supports immediate response activities during outbreaks. 	TBD	Timing and process for distributing funds TBD.
U.S. Department of Homeland Security Disaster Relief Fund	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$45 billion nationwide	States, territories, and eligible tribal organizations; local recipients TBD	The CARES Act includes \$45 billion to provide for the immediate needs of state, local, tribal, and territorial governments to protect citizens and help them recovery from the overwhelming effects of COVID-19. Reimbursable activities may include medical response, personal protective equipment, National Guard deployment,	TBD	Timing and process for distributing funds TBD.

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				coordination of logistics, safety measures, and community services nationwide.		
<p>U.S. Department of Homeland Security</p> <p>Coronavirus Relief Fund</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$150 billion nationwide</p> <p>\$15 billion to California (estimated)</p>	<p>States, tribal governments, local governments (cities with a population over 500,000)</p>	<p>The CARES Act includes \$150 billion that will provide state, local, and tribal governments with additional resources. The amount payable to each State shall be equal to the relative population proportion</p> <ul style="list-style-type: none"> ▪ Local Governments are defined as a county, municipality, or other unit of general government below that State level with a population that exceeds 500,000. • Local governments can submit a certification to the Secretary of the Treasury to receive a direct payment. • Expenditures must be linked to COVID-19, not be accounted for in the most recently approved budget, and incurred between March 2, 2020-December 30, 2020 ▪ Funds to state and counties designed to support and aid eligible expenditures within its borders, including city expenditures 	<p>April 17, 2020 for states and cities over 500,000 in population</p>	<p>The White House and the Department of Treasury have developed an online portal for distribution of funds for direct recipients.</p> <p>The Department of Treasury released guidance on use of the funds on 4/22/2020</p> <p>States will be eligible to distribute to subgrantees, process for distribution TBD.</p> <p>Link to portal: https://forms.treasury.gov/caresact/stateandlocal</p>
<p>U.S. Department of Homeland Security - FEMA</p> <p>AFG COVID-19 Supplemental Program (AFG-S)</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$100 million nationwide</p>	<p>Fire departments, Nonaffiliated EMS Organizations, State Fire Training Academies</p>	<p>The CARES Act authorizes \$100M in Assistance to Firefighters Grant (AFG) funds for the purchase of personal protective equipment and related supplies for our nation's first responders. As fire departments provide lifesaving emergency medical response to more and more communities impacted by COVID-19, FEMA AFG is offering an additional funding opportunity for the fire service community to purchase urgently needed protective equipment and supplies.</p>	<p>May 15, 2020</p>	<p>FEMA will begin accepting AFG-S applications at 8 a.m. ET on Tuesday April 28, 2020</p> <p>Link to NOFO: https://www.fema.gov/media-library-data/1587656579128-2d7da2bed0843af78c73f49cb2c4a028/FY20_AFG_S_N_OFO_final.jv_508AB.pdf</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
<p>U.S. Department of Health and Human Services</p> <p>CARES Act Provider Relief Fund</p>	<p><i>S. 3548/H.R. 748 (CARES Act)</i></p>	<p>\$100 billion</p>	<p>Facilities and providers that received Medicare fee-for-service (FFS) reimbursement in 2019</p> <p>Cities that directly receive Medicare FFS reimbursement (for example, as part of an ambulance program) will receive an allocation</p>	<p>The CARES Act that provides \$100 billion in relief funds to hospitals and other healthcare providers on the front lines of the coronavirus response. This funding will be used to support healthcare-related expenses or lost revenue attributable to COVID-19 and to ensure uninsured Americans can get testing and treatment for COVID-19.</p> <p>The first \$30 billion has been distributed to eligible providers based on their share of total Medicare FFS reimbursements in 2019.</p> <p>The remaining \$70 billion will be targeted distributions that will focus on providers in areas particularly impacted by the COVID-19 outbreak, rural providers, providers of services with lower shares of Medicare reimbursement or who predominantly serve the Medicaid population, and providers requesting reimbursement for the treatment of uninsured Americans.</p>	<p>N/A</p>	<p>Allocations from first \$30 billion have been automatically distributed to eligible recipients via direct deposit starting April 10, 2020</p> <p>Distribution for the remaining \$70 billion TBD</p>
<p>U.S. Department of Health and Human Services</p> <p>Public Health and Social Services Emergency Fund</p>	<p><i>H.R. 6074</i></p>	<p>No more than \$3.1 billion nationwide</p>	<p>TBD</p>	<p>Funds may be used for grants for the construction, alteration, or renovation of non-Federally owned facilities to improve preparedness and response capability at the State and local level.</p>	<p>TBD</p>	<p>Funding will be derived from the “Public Health and Social Services Emergency Fund” to prevent, prepare for, and respond to coronavirus, domestically or internationally.</p> <p>HHS has not yet issued guidance on this funding. TPA will provide updated information as it becomes available</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
Centers for Disease Control and Prevention CDC–Wide Activities and Program Support	<i>H.R. 6074</i>	No less than \$950 million nationwide \$ for States and then local recipients TBD	States, localities, territories, tribes, tribal organizations, urban Indian health organizations, health service providers	Carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities related to COVID-19.	TBD	The CDC has not yet issued guidance on this funding. TPA will provide updated information as it becomes available
National Institutes of Health National Institute of Allergy and Infectious Diseases	<i>H.R. 6074</i>	Not less than \$10,000,000 nationwide	NIH, hospital employees, first responders, State and local recipients TBD	Funding will be for worker-based training to prevent and reduce exposure of hospital employees, emergency first responders, and other workers who are at risk of exposure to coronavirus through their work duties.	TBD	The NIH has not yet issued guidance on this funding. TPA will provide updated information as it becomes available
U.S. Department of Health and Human Services Health Centers Program	<i>H.R. 6074</i>	\$100 million nationwide	HHS, State and local recipients TBD	Funds may be used to prevent, prepare for, and respond to coronavirus. TPA will provide additional information as it becomes available.	TBD	Funding will be derived from the “Health Resources and Services Administration—Primary Health Care” for grants under the Health Centers Program HHS has not yet issued guidance on this funding. TPA will provide updated information as it becomes available.
U.S. Department of Health and Human Services Administration for Community Living Congregate Nutrition Program	<i>H.R. 6201</i>	\$250 million nationwide. \$ for States and then local recipients TBD	States, territories, and eligible tribal organizations for services to seniors; local recipients TBD	Funds will be issued for Congregate Nutrition Services and Home-Delivered Nutrition Services programs to states using a formula (Section 304) defined in the OAA. The formula is largely based on each state’s share of the U.S. population aged 60 and older.	TBD	Includes \$250 million for the Senior Nutrition Programs within the Administration for Community Living (ACL) to provide approximately 25 million additional home-delivered and pre-packaged meals to low-income seniors who depend on the Senior Nutrition programs in their communities.

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
						HHS has not yet issued guidance on this funding. TPA will provide updated information as it becomes available
<p>U.S. Department of Health and Human Services</p> <p>Administration for Community Living</p> <p>Nutrition Services Incentive Program</p>	<i>H.R. 6201</i>	<p>\$250 million nationwide.</p> <p>\$ for States and then local recipients TBD</p>	<p>States, territories, and eligible tribal organizations for services to seniors; local recipients TBD</p>	<p>Funds will be issued for the Nutrition Services Incentive Program to states, territories, and Tribal organizations using a formula (Section 311) defined in the OAA. The formula is based on the entity's percentage of the total number of meals served in the prior federal fiscal year.</p>	TBD	<p>Funding will be provided to States, territories, and eligible tribal organizations.</p> <p>HHS has not yet issued guidance on this funding. TPA will provide updated information as it becomes available</p>
<p>U.S. Department of Agriculture</p> <p>Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)</p>	<i>H.R. 6201</i>	<p>\$500 million nationwide.</p> <p>\$ for States and then local recipients TBD</p>	<p>States, territories, and eligible tribal organizations to provide healthy food access for low-income women with young children; local recipients TBD</p>	<p>Federal grants in the amount of \$500 million to States for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk.</p> <p>**Once State Departments receive their Federal allocation based on formula, eligible WIC recipients include county health departments, schools, and community centers, amongst others. Information on those State Programs have yet to be released**</p>	TBD	<p>Funds will provide access to nutritious foods to low-income pregnant women or mothers with young children who lose their jobs or are laid off due to the COVID-19 emergency.</p> <p>USDA has not yet issued guidance on this funding. TPA will provide updated information as it becomes available</p>
<p>U.S. Department of Agriculture</p> <p>The Emergency Food Assistance Program</p>	<i>H.R. 6201</i>	<p>\$400 million nationwide.</p> <p>\$ for States and then local recipients TBD</p>	<p>State food distributing agencies; local recipients TBD</p>	<p>Through TEFAP, the U.S. Department of Agriculture (USDA) purchases a variety of nutritious, high-quality USDA Foods, and makes those foods available to State Distributing Agencies.</p> <p>**The amount of food each state receives out of the total amount of food provided is</p>	TBD	<p>These funds must, in part, be passed down to local agencies. TEFAP is administered at the federal level by the Food and Nutrition Service, an agency of the USDA.</p>

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				based on the number of unemployed persons and the number of people with incomes below the poverty level in the state. States provide the food to local agencies that they have selected, (usually food banks or community action agencies), which in turn distribute the food to local organizations, such as soup kitchens and food pantries that directly serve the public**		USDA has not yet issued guidance on this funding. TPA will provide updated information as it becomes available
<p>California Business, Consumer Services, and Housing Agency</p> <p>Homeless Housing, Assistance, and Prevention (HHAP) Program – One-time COVID-19 Emergency Grant Allocations</p>	<p><i>SB 89 (initial package of \$500 million to carry out actions related to the Governor's March 4th Proclamation of State of Emergency, total authorization of up to \$1 billion)</i></p>	<p>\$100 million in General Fund support</p>	<p>CoCs, counties, State's 13 largest cities</p>	<p>California has awarded \$100 million in emergency grant funding to California counties, Continuums of Care, and the state's 13 largest cities to help protect the health and safety of people experiencing homelessness during the COVID-19 pandemic.</p> <p>California's 13 largest cities, or cities that are also a county, will receive \$42,968,750, while the state's 58 counties will receive \$27,343,750 and California's 44 Continuums of Care will receive \$29,687,500.</p> <p>The funding is intended for measures to help prevent and contain COVID-19 and can be used for medically indicated services and supplies, such as testing and hand-washing stations. It can also be used for such things as acquiring new shelters, supplies and equipment for emergency shelter operations, increasing shelter capacity, street outreach, and acquiring locations to place individuals who need to be isolated because of COVID-19 illness or exposure.</p>	<p>N/A – direct allocation to specific recipients</p>	<p>Allocation amounts can be found here for all designated recipients: https://www.bcsb.ca.gov/hcf/coronavirus19/allocations.pdf</p>

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Office of the Governor Emergency COVID-19 Funding	<i>SB 89 (initial package of \$500 million to carry out actions related to the Governor's March 4th Proclamation of State of Emergency, total authorization of up to \$1 billion)</i>	\$50 million	Counties, cities (indirectly)	<p>On March 18, 2020, the Governor directed that \$50 million (of the \$500 initially allocated in SB 89 for the State's COVID-19 response) be deployed to purchase travel trailers and lease rooms in hotels, motels, and other facilities in partnership with counties and cities to provide immediate isolation placements throughout the state for homeless individuals.</p> <p>The State is immediately procuring 1,309 travel trailers from FEMA and private vendors to provide quarantine capacity, focused on people with COVID-19 or those demonstrating symptoms. These trailers will be deployed to California's largest population centers. **More specific information on locations/cities still to come.</p> <p>The State has also directly provided California's counties with tailored lists of hotels and motels that are potentially available to lease for the next several months and is offering to contact hotels and negotiate leases, if a county requests that assistance. In total, the State has identified over 950 hotels across 53 counties that are potentially eligible for participation in the state's leasing program. **The State has been corresponding directly with counties for this assistance</p>	N/A	
Office of the Governor Emergency COVID-19 Funding	<i>SB 89 (initial package of \$500 million to carry out actions related to the</i>	\$350 million	Hospitals and other health facilities, individuals in self-isolation, child care	Funding is part of the emergency legislation to fight COVID-19 that the Governor signed on March 17, 2020. The Governor has yet to specifically direct allocation for the remaining \$350 million in the initial \$500 million package.	TBD	Once the Governor directs additional funding allocations of this emergency funding, it is expected that portions of that funding will be made available to local public

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	<i>Governor's March 4th Proclamation of State of Emergency, total authorization of up to \$1 billion)</i>		facilities, others TBD	<p>In general, funding is authorized to:</p> <ul style="list-style-type: none"> • Increase hospital bed capacity and purchase medical equipment to combat the coming surge in COVID-19 patients; • Protect hospitals, nursing homes, and other facilities most vulnerable to COVID-19 spread; • Provide lifesaving services to Californians isolating at home; • Provide funding to clean child care facilities that remain open 		agencies. However, the State has not yet issued guidance on this funding. TPA will provide updated information as it becomes available

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ASSISTANCE FOR PRIVATE BUSINESSES AND NONPROFITS						
Federal Reserve Main Street Lending Program	<i>Federal Reserve Action</i>	\$600 billion in loan purchasing by the Fed	Small and mid-sized businesses employing up to 10,000 workers or with revenues of less than \$2.5 billion	<p>The Federal Reserve has announced that it is establishing a Main Street Lending Program (Program) to support lending to small and medium-sized businesses that were in good financial standing before the onset of the COVID-19 pandemic. The Program will operate through two facilities: the Main Street New Loan Facility (MSNLF) and the Main Street Expanded Loan Facility (MSELF).</p> <p>Structure: To implement the Program, a Reserve Bank will set up a special purpose vehicle (SPV) to purchase 95 percent participations in loans originated by eligible lenders. Lenders will retain 5 percent of the loans. U.S. businesses are eligible for loans if they meet either of the following conditions: (1) the business has 10,000 employees or fewer; or (2) the business had 2019 revenues of \$2.5 billion or less. Loans would have a four year maturity, and principal and interest payments on the loans will be deferred for one year.</p> <p>Operational Status: The Federal Reserve is currently working to create the Program infrastructure and is considering the feedback provided by the public. More information will be posted here as it becomes available regarding program terms and how eligible lenders can sell eligible loan participations to the SPV</p>	TBD	<p>Federal reserve is in the process of finalizing this program, guidance on accessing this assistance will be available in the coming weeks.</p> <p>Additional information on Fed actions to support the economy: https://www.federalreserve.gov/newsevents/pressreleases/monetary20200409a.htm</p>
U.S. Small Business Administration Paycheck Protection Program (PPP)	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$350 billion for loans nationwide Additional \$321 billion	Small business with less than 500 employees (including sole proprietorships, independent	The Paycheck Protection Program is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll.	The Paycheck Protection Program will be available through June 30, 2020 or	<p>The loan amounts will be forgiven as long as:</p> <p>The loan proceeds are used to cover payroll costs, and most mortgage</p>

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		authorized on 4/24/2020	contractors and self-employed persons), private non-profit organization or 501(c)(19) veterans organizations	<p>You can apply through any existing SBA 7(a) lender or through any federally insured depository institution, federally insured credit union, and Farm Credit System institution that is participating. Other regulated lenders will be available to make these loans once they are approved and enrolled in the program. You should consult with your local lender as to whether it is participating in the program.</p> <p>This program is for any small business with less than 500 employees (including sole proprietorships, independent contractors and self-employed persons), private non-profit organization or 501(c)(19) veterans organizations affected by coronavirus/COVID-19.</p> <p>Businesses in certain industries may have more than 500 employees if they meet the SBA's size standards for those industries.</p> <p>Small businesses in the hospitality and food industry with more than one location could also be eligible if their individual locations employ less than 500 workers</p> <p>The SBA published additional guidance on 4/23/2020 that puts restrictions on PPP loans so that publicly traded companies will have a harder time accessing the next round of funding.</p>	until funds are exhausted	<p>interest, rent, and utility costs over the 8 week period after the loan is made; and employee and compensation levels are maintained. Payroll costs are capped at \$100,000 on an annualized basis for each employee.</p> <p>Loan payments will be deferred for 6 months.</p> <p>At least 75% of the forgiven amount must have been used for payroll</p> <p>As of 4/13/2020, Financial technology firms won approval to participate loan distribution, and are starting to lend to small businesses that couldn't get access to coronavirus relief funds through the biggest banks. Participating firms, including PayPal, Square, and Intuit, will aim to leverage their digital platforms to approve loans faster than traditional banks.</p> <p>Tool to find eligible PPP lenders: https://www.sba.gov/paycheckprotection/find</p> <p>PPP Borrower Application form (for reference, needs</p>

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						to be submitted to an eligible lender not directly to the SBA): https://www.sba.gov/sites/default/files/2020-04/PPP%20Borrower%20Application%20Form.pdf
U.S. Small Business Administration Economic Injury Disaster Loan Emergency Advance (EIDL)	S. 3548/H.R. 748 (CARES Act)	\$562 million nationwide Additional \$60 billion authorized by Congress on 4/23/2020	Small business with less than 500 employees (including sole proprietorships, independent contractors and self-employed persons), private non-profit organization or 501(c)(19) veterans organizations	In response to the Coronavirus (COVID-19) pandemic, small business owners in all U.S. states, Washington D.C., and territories are eligible to apply for an Economic Injury Disaster Loan advance of up to \$10,000. This advance will provide economic relief to businesses that are currently experiencing a temporary loss of revenue. Funds will be made available following a successful application. The Economic Injury Disaster Loan advance funds will be made available within days of a successful application, and this loan advance will not have to be repaid.	Rolling	Direct link to application: https://covid19relief.sba.gov/#/
U.S. Small Business Administration SBA Express Bridge Loans	N/A – Existing Program	Total funding N/A	Small businesses who currently have a business relationship with SBA	Express Bridge Loan Pilot Program allows small businesses who currently have a business relationship with an SBA Express Lender to access up to \$25,000 quickly. These loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing and can be a term loans or used to bridge the gap while applying for a direct SBA Economic Injury Disaster loan. If a small business has an urgent need for cash while waiting for decision and disbursement on an Economic Injury Disaster Loan, they may qualify for an SBA Express Disaster Bridge Loan	Rolling For the COVID-19 Emergency Declaration, EBL loans can be approved through March 13, 2021.	Direct link to program guide: https://www.sba.gov/sites/default/files/2020-03/Express-Bridge-Loan-Pilot-Program-Guide-FINAL-3.25.20.pdf

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U.S. Small Business Administration SBA Debt Relief	<i>S. 3548/H.R. 748 (CARES Act)</i>	N/A	Businesses with a current SBA loan	As part of SBA's debt relief efforts, <ul style="list-style-type: none"> The SBA will automatically pay the principal, interest, and fees of current 7(a), 504, and microloans for a period of six months. The SBA will also automatically pay the principal, interest, and fees of new 7(a), 504, and microloans issued prior to September 27, 2020. 	N/A	No action needed – SBA automatically providing debt relief
Employee retention credit for employers subject to closure due to COVID-19	<i>S. 3548/H.R. 748 (CARES Act)</i>	N/A	Businesses of all sizes	The provision provides a refundable payroll tax credit for 50 percent of wages paid by employers to employees during the COVID-19 crisis. <ul style="list-style-type: none"> The credit is available to employers whose (1) operations were fully or partially suspended, due to a COVID-19-related shutdown order, or (2) gross receipts declined by more than 50 percent when compared to the same quarter in the prior year. 	TBD	Process for applying for payroll credit TBD
U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Program	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$1.5 billion nationwide	Businesses of all sizes	The CARES Act includes \$1.5 billion for economic adjustment assistance to help revitalize local communities after the pandemic through the EDA's Economic Adjustment Assistance Program. EAA assistance can be used for tourism or manufacturing supply chains, capitalize local funds to provide low-interest loans to businesses of all sizes, and support other locally-identified priorities for economic recovery. Eligible applicants will include EDA-designated Economic Development Districts (EDDs); Tribes or a consortium of Tribes; states and local governments; institutions of higher education or a consortium of institutions; and	TBD	EDA One-Pager for EAA Program: https://www.eda.gov/pdf/about/Economic-Adjustment-Assistance-Program-1-Pager.pdf Congressional Research Service overview of EDA funding in the CARES Act: https://crsreports.congress.gov/product/pdf/IN/IN11303

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				<p>nonprofit organizations acting in cooperation with officials of a political subdivision of a state</p> <p>Under the base EAA program, the EDA generally allows for the federal share to be 50-80% of the project cost, with some exceptions. EAA grants for disaster economic recovery activities may be funded with up to 100% federal cost share.</p>		
<p>National Endowment for the Arts</p> <p>CARES Act Direct Grants to Nonprofits</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$45 million (60% of CARES Act allocation)</p>	<p>National Endowment for the Arts award recipients from the past four years.</p>	<p>The Coronavirus Aid, Relief, and Economic Security (CARES) Act includes \$75 million in funding for the National Endowment for the Arts. NEA will distribute 60% of this funding as direct grants to nonprofit arts organizations across the country to help these entities and their employees endure the economic hardships caused by the forced closure of their operations due to the spread of COVID-19. These funds are intended to help save jobs in the arts sector and keep the doors open to the thousands of organizations that add value to America's economy and the creative life of our communities.</p> <p>This program will be carried out through one-time grants to eligible nonprofit organizations including arts organizations, local arts agencies, statewide assemblies of local arts agencies, arts service organizations, units of state or local government, federally recognized tribal communities or tribes, and a wide range of other organizations that can help advance the goals of the Arts Endowment and this program</p>	<p>April 22, 2020</p>	<p>All applicants must be previous National Endowment for the Arts award recipients from the past four years.</p> <p>Support is limited to any or all of the following:</p> <ul style="list-style-type: none"> • Salary support, full or partial, for one or more positions that are critical to an organization's artistic mission. • Fees for artists and/or contractual personnel to maintain or expand the period during which such persons would be engaged. • Facilities costs such as rent and utilities.
<p>National Endowment for the Arts</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$30 million (40% of CARES Act allocation)</p>	<p>California Arts Council, who will then provide grants to support arts organizations,</p>	<p>The NEA will apportion 40% of the CARES Act funding to state and regional arts agencies, who should be receiving this funding by April 30. The CA Arts Council will be receiving California's portion of the funds, but information is not yet available as to how</p>	<p>TBD</p>	<p>State arts agencies expected to receive funds by April 30. Process for distributing funds to subrecipients TBD.</p>

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			museums, libraries, and other organizations	the CAC will distribute its allocation to other organizations in the state. More information will be available in the coming weeks		
National Endowment for the Humanities	S. 3548/H.R. 748 (CARES Act)	40% (\$30 million) of \$75 million CARES Act allocation	State and jurisdictional humanities councils	The CARES Act includes \$75 million to state arts and humanities agencies to provide grants and support museums, libraries, and other organizations during the coronavirus crisis. Approximately 40 percent of the appropriation, or \$30 million, will go directly to the 56 state and jurisdictional humanities councils to support local cultural nonprofits and educational programming	TBD	Timing and process for distributing funds TBD.
National Endowment for the Humanities NEH CARES: Cultural Organizations Grant	S. 3548/H.R. 748 (CARES Act)	60% (\$45 million) of \$75 million CARES Act allocation Will fund 300-600 recipients	Museums, libraries and archives, historic sites, independent research institutions, professional organizations, colleges and universities, and other cultural organizations	The National Endowment for the Humanities (NEH) has received supplemental funding to provide emergency relief to institutions and organizations working in the humanities that have been affected by the coronavirus. In keeping with Congress's intent in enacting the CARES Act, proposed short-term projects should emphasize retaining or hiring humanities staff. NEH invites applications from eligible organizations seeking support for at-risk humanities positions and projects that have been impacted by the coronavirus. Through this funding opportunity, NEH will award grants to museums, libraries and archives, historic sites, independent research institutions, professional organizations, colleges and universities, and other cultural organizations across the country to help these entities continue to advance their mission during the interruption of their operations due to the coronavirus pandemic. Small organizations with annual operating costs less than or equal to \$200,000 may request up to \$30,000.	May 11, 2020	Application must be submitted via grants.gov Direct link to NOFO: https://www.neh.gov/sites/default/files/inline-files/NEH%20CARES%20Cultural%20Organizations%20notice%20of%20funding%20opportunity%2020200511-AH-GA-HC-RJ-PB%20%281%29.pdf NEH COVID-19 FAQs: https://www.neh.gov/COVID19_FAQs

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				<p>Mid-size organizations with annual operating costs greater than \$200,000 and less than or equal to \$3,000,000 may request up to 15 percent of their annual operating costs.</p> <p>Large organizations with annual operating costs greater than \$3,000,000 may request up to \$300,000.</p> <p>The period of performance may begin as early as June 15, 2020 and must end on or before December 31, 2020.</p>		
<p>Emergency Family And Medical Leave Expansion Act</p> <p>Families First Coronavirus Response Act</p>	<p><i>H.R. 6201</i></p>	<p>No more than \$200 per day and \$10,000 in aggregate.</p>	<p>Private Employers</p>	<p>Individual employees will receive Paid Family and Medical Leave to care for a child whose school or day care has closed due to quarantine or isolation orders.</p> <ul style="list-style-type: none"> • Private sector employers with fewer than 500 workers and all government entities and must provide • Small businesses with fewer than 50 employees may be exempt if unfeasible • First 10 days are unpaid • Up to 12 weeks of partially paid family leave 	<p>N/A</p>	<p>Employers will receive tax credits to cover costs of required paid leave.</p>
<p>Emergency Paid Sick Leave Act</p> <p>Families First Coronavirus Response Act</p>	<p><i>H.R. 6201</i></p>	<p>Various</p>	<p>Private employers</p>	<p>Individual employees will receive Paid Sick Leave if they are unable to work because of the COVID-19 pandemic:</p> <ul style="list-style-type: none"> • Private sector employers with fewer than 500 workers and all government entities and must provide • Small businesses with fewer than 50 employees may be exempt if unfeasible <p>Up to 2 weeks paid sick leave as follows:</p>	<p>N/A</p>	<p>Employers will receive tax credits to cover costs of required paid leave.</p>

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				<ul style="list-style-type: none"> • No more than \$500 per day and \$5,100 in aggregate if unable to work because of: <ul style="list-style-type: none"> ○ Quarantine or isolation orders ○ Experiencing symptoms of COVID-19 • No more than \$200 per day and \$2,000 in aggregate if unable to work because of: <ul style="list-style-type: none"> ○ Caring for sick individuals ○ Caring for children 		
Tax Credits For Paid Sick And Paid Family And Medical Leave Families First Coronavirus Response Act	<i>H.R. 6201</i>	Up to 100% of costs.	Private employers	Employers will be eligible for refundable payroll tax credits for employers to cover costs of all required paid leave provided under the Families First Coronavirus Response Act. <ul style="list-style-type: none"> • Includes amounts employers pay for a worker's health insurance plan Self-employed individuals will be eligible to cover their own costs	N/A	
Yelp Relief for restaurants and bars impacted by the Coronavirus	<i>N/A – Private Assistance</i>	\$25 million Assistance is in-kind	Private businesses who use Yelp advertising services	Yelp has announced \$25 million in relief, primarily focused on supporting independent local restaurant and nightlife businesses, in the form of waived advertising fees, and free advertising, products and services. These relief efforts are primarily only available to small, independently owned restaurant and nightlife businesses and franchisees in the U.S., Canada, the U.S. Virgin Islands, and Puerto Rico with fewer than five locations and that purchased their Yelp products directly through Yelp As part of this relief effort, eligible restaurants and nightlife will receive free access to Yelp page upgrades and three months of free access to Yelp Reservations and Waitlist. For restaurant clients that offer delivery and/or takeout, Yelp will also provide \$100 in free search advertising.	N/A	Eligible businesses will see a banner announcing the relief package when they log into their Yelp for Business account and can directly access this assistance through their account.

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Kabbage COVID-19 Small Business Gift Certificate Support	N/A – Private Assistance	N/A, Assistance is in-kind	Private small businesses	Kabbage is spearheading an initiative that allows small businesses to offer online gift certificates and connects them with consumers across the country. Through Kabbage Payments™, any business can sign up to sell gift certificates online, and anyone can purchase them to support participating small businesses.	N/A	
Facebook Small Business Grants Program	N/A – Private Assistance	\$100 million across 30 countries	Private small businesses	Facebook is offering \$100M in cash grants and ad credits for up to 30,000 eligible small businesses in over 30 countries where it operate. Eligible uses of funds will include <ul style="list-style-type: none"> • Assisting with rent costs • Keeping workers paid • Connecting with more customers • Covering operational costs Facebook will begin taking applications in the coming weeks and will soon share more specific application information.	TBD	Interim application guidance: https://www.facebook.com/business/boost/grants/application-guide
Restaurant Workers' Community Foundation COVID19 Crisis Relief Fund	N/A – Private Assistance	TBD, the Association is still fundraising	Individual restaurant workers, nonprofits, small business restaurants	The RCWF Board of Directors has approved directing funds raised during this crisis to be allocated in the following ways: <ul style="list-style-type: none"> • 50% for direct relief to individual restaurant workers • 25% for non-profit organizations serving restaurant workers in crisis • 25% for zero-interest loans for restaurants to get back up and running 	Rolling	Specifics about eligibility and application process still to come
South San Francisco Foundation (SFF) SFF COVID-19 Emergency Response Fund	N/A – Private Assistance	Grants of \$3,000 to \$25,000	Nonprofits, priority for organizations in the 5-county Bay Area	Through the SFF COVID-19 Emergency Response Fund, SFF will make a limited number of one-time grants (\$3,000 – \$25,000) to nonprofits addressing the following four issue areas, described in greater detail below: racial bias, worker protection, homelessness	Rolling	SFF expects to have multiple waves of funding over the next several months to meet these needs

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				<p>and renter protection/housing security, and food security. If approved, grants will be processed within 10-15 days of application receipt.</p> <p>SFF will prioritize nonprofit and fiscally sponsored organizations in the five-county Bay Area (Alameda, Contra Costa, Marin, San Francisco, and San Mateo)</p>		
<p>No Kid Hungry</p> <p>Coronavirus Grants</p>	<p><i>N/A – Private Assistance</i></p>	<p>N/A</p>	<p>School districts and nonprofit organizations</p>	<p>No Kid Hungry is offering emergency grants to support local school districts and nonprofit organizations in their efforts to ensure kids get the nutritious food they need.</p>	<p>Ongoing</p>	<p>Direct link to submit initial request: https://www.nokidhungry.org/coronavirus-grant-request</p>
<p>U.S. Chamber of Commerce Foundation</p> <p>Save Small Business Fund</p>	<p><i>N/A – Private Assistance</i></p>	<p>Fixed award of \$5,000</p>	<p>Small businesses employing between 3 and 20 people, located in economically vulnerable communities (as determined by zip code according to the Distressed Communities Index)</p>	<p>Funded by corporate and philanthropic partners, the Save Small Business Fund is a collective effort to provide \$5,000 grants to as many small employers as possible.</p>	<p>Application opened 4/20/2020</p>	

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ASSISTANCE FOR PRIVATE INDIVIDUALS						
<p>Internal Revenue Service (IRS)</p> <p>Economic Impact Payments</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>\$1,200 for individuals or \$2,400 for married couples and up to \$500 for each qualifying child</p>	<p>Americans with a social security number</p>	<p>Tax filers with adjusted gross income up to \$75,000 for individuals and up to \$150,000 for married couples filing joint returns will receive the full payment. For filers with income above those amounts, the payment amount is reduced by \$5 for each \$100 above the \$75,000/\$150,000 thresholds. Single filers with income exceeding \$99,000 and \$198,000 for joint filers with no children are not eligible. Social Security recipients and railroad retirees who are otherwise not required to file a tax return are also eligible and will not be required to file a return.</p> <p>Eligible taxpayers who filed tax returns for either 2019 or 2018 will automatically receive an economic impact payment of up to \$1,200 for individuals or \$2,400 for married couples and up to \$500 for each qualifying child.</p>	<p>N/A</p>	<p>Payments will be distributed automatically. No action required for most people. Taxpayers who typically do not file returns will need to submit a simple tax return to receive the economic impact payment.</p> <p>Many individuals have started receiving their direct deposit stimulus checks as of 4/15/2020.</p> <p>There will be a delay in printed checks.</p>
<p>California Administrator: Employment Development Department (EDD)</p> <p>Pandemic Additional Compensation (PAC)</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>N/A</p>	<p>Individuals experiencing temporary unemployment that are eligible for state UI benefits</p>	<p>Starting Sunday, for the week ending April 11, 2020, the EDD will begin paying an additional \$600 on top of current weekly benefit amount for current UI recipients, using supplemental federal government as part of the federal CARES Act.</p> <p>For someone receiving the most recent average Unemployment Insurance payment of \$340 a week, a usual biweekly payment would equal \$680. With the extra payment, that biweekly payment would increase to \$1,880.</p> <p>The first week the additional payments can be made is for the week ending April 4, not before. Separate retroactive payments will be automatically issued soon to those who had an active claim that week.</p>	<p>Extra payments can continue to those who remain impacted and otherwise eligible for benefits through the week ending July 31, 2020.</p>	<p>Claimants do not need to do anything to receive this extra funding. The EDD will automatically add the full \$600 to each week of current benefits that are paid every two weeks</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
<p>California Administrator: Employment Development Department (EDD)</p> <p>Pandemic Unemployment Assistance</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>N/A</p>	<p>Individuals experiencing temporary unemployment that are not usually eligible for state UI benefits (business owners, self-employed individuals, business contractors, etc.)</p>	<p>As part of the federal CARES Act, the new Pandemic Unemployment Assistance (PUA) program helps unemployed Californians who are business owners, self-employed, independent contractors, have limited work history, and others not usually eligible for regular state UI benefits who are out of business or services are significantly reduced as a direct result of the pandemic. The provisions of the program include:</p> <ul style="list-style-type: none"> Up to 39 weeks of benefits starting with weeks of unemployment beginning February 2, 2020, through the week ending December 26, 2020, depending on when you became directly impacted by the pandemic. <p>A new 13-week federal extension for those who run out of their regular state-provided UI benefits (maximum 26 weeks). File a PUA claim and you may be converted to the federal extension once it is available.</p>	<p>Rolling until December 26, 2020</p>	<p>Application page for filing a PUA claim: https://www.edd.ca.gov/Unemployment/UIOnline.htm</p> <p>PUA FAQs: https://www.edd.ca.gov/about_edd/coronavirus-2019/pandemic-unemployment-assistance/faqs.htm</p>
<p>Internal Revenue Service (IRS) and Secretary of the Treasury</p> <p>Special rules for use of retirement funds</p>	<p>S. 3548/H.R. 748 (CARES Act)</p>	<p>N/A</p>	<p>Individuals with eligible retirement accounts</p>	<p>Consistent with previous disaster-related relief, the CARES Act includes a provision that waives the 10-percent early withdrawal penalty for distributions up to \$100,000 from qualified retirement accounts for coronavirus-related purposes made on or after January 1, 2020.</p> <p>The special withdrawal rules apply to eligible retirement plans, which include individual retirement accounts and annuities (IRAs), qualified pension, profit-sharing, or stock bonus plans (including 401(k) plans), qualified 403(a) annuity plans, 403(b) annuity contracts and custodial accounts, and governmental section 457 deferred compensation plans.</p>	<p>N/A</p>	<p>The IRS and Treasury Secretary have not yet issued final guidance for implementation of provisions, but measures are effective retroactive to the beginning of this year.</p>

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				<p>Individuals will still have to pay federal income taxes on withdrawals, but can elect to pay the federal income tax on the distribution over 3 years or repay the distribution within a 3-year period to an eligible retirement plan.</p> <p>To qualify, the affected participant or account owner (including a spouse or dependent) must either be diagnosed with COVID-19 or experiencing adverse financial consequences as a result of events including, but not limited to, quarantine, furlough, lay-offs, reduced work hours, no available childcare, business closing or reduced business hours (self-employed), or other factors determined by the Secretary of the Treasury.</p>		
SNAP Program	S. 3548/H.R. 748 (CARES Act)	\$15.5 billion	Low-income individuals and families eligible for SNAP	The CARES Act includes \$15.5 billion in additional funding for SNAP, to be distributed through existing channels.	TBD	
U.S. Department of Housing and Urban Development Section 8	S. 3548/H.R. 748 (CARES Act)	\$3 billion	Public housing agencies and Section 8-eligible households	The CARES Act includes \$1.935 billion to allow public housing agencies to keep over 3.2 million Section 8 voucher and public housing households stably housed. It also includes \$1 billion to allow the continuation of housing assistance contracts with private landlords for over 1.2 million Project-Based Section 8 households.	TBD	
U.S. Department of Housing and Urban Development	S. 3548/H.R. 748 (CARES Act)	\$590 million	Veterans	The CARES Act includes \$590 million for VA to devote to supporting veterans at an increased risk of contracting coronavirus. It includes funding for the Health Care for Homeless Veterans program, the Supportive Services for Veterans Families program, and the Grant and Per Diem program. This funding will help veterans get treatment and provide support for those who are homeless or at risk of eviction.	TBD	Details for accessing funds TBD

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
One Fair Wage Emergency Fund	N/A – Private assistance	N/A, organization is actively fundraising	Tipped workers and other service workers (restaurant worker, delivery driver, or Uber/Lyft driver)	The One Fair Wage Emergency fund is providing cash assistance to restaurant workers, car service drivers, delivery workers, personal service workers who are facing unprecedented economic hardship from the coronavirus crisis.	Ongoing	Direct link to intake fund: https://ofwemergencyfund.org/help
Penny Appeal USA COVID-19 Financial Hardship Grant	N/A – Private Assistance	No award limits specified	Individuals	<p>Penny Appeal USA is an independent non-governmental 501 (c) (3) organization working to create the best societies we can and to break the cycles of need and poverty for good.</p> <p>Penny Appeal USA invites those economically affected by COVID-19 to apply for a COVID19 Financial Hardship Grant. Successful applicants will be awarded a grant for use towards food, bills and any uncovered living expenses as a result of quarantine and/or work and school closures.</p> <p>Preference will be given to applicants based on the criteria outlined below:</p> <ul style="list-style-type: none"> • Family Income • Family Size • Nature of family (preference toward single-headed households) • Estimated expenses vs income 	Ongoing, first-come, first-served basis	Application form filled out online, funding is for individuals/families.
United Way of the Inland Valleys Inland SoCal COVID-19 Fund	N/A – Private Assistance	No award limits specified	Individuals	<p>The Inland SoCal COVID-19 Fund is a collaborative fund between United Way of the Inland Valleys and Inland Empire United Way. Funds raised will support technology and infrastructure support for 211 Riverside and 211 San Bernardino as well as direct relief efforts for individuals in Riverside and San Bernardino Counties impacted by COVID-19.</p> <p>Direct assistance funds will be available depending on the funding received. To be</p>	Rolling	Funding is only available for Riverside and San Bernardino County residents. Funds are allocated based on multiple factors, including zip code of applicant.

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				considered for funding support, applicants must fill out an online form.		
California Community Foundation (CCF) COVID-19 LA County Response Fund	N/A – Private Assistance	Various (Most awards are microgrants under \$5,000)	Individuals and community organizations	Funding to LA County individuals and community organizations. Funding Priorities: <ul style="list-style-type: none"> • Mitigating Impacts of School Closures • Homeless Residents • Health Clinics • Individuals & Families Hardship Assistance 	Rolling Deadline	Open only to the LA County. COVID-19 targeted expansion to existing Pass it Along Fund.
Orange County United Way Pandemic Relief Fund	N/A – Private Assistance	No award limits specified	Individuals	The Orange County United Way Pandemic Relief Fund will: <ol style="list-style-type: none"> 1. Prevent growth in homelessness due to the economic impacts of COVID-19 to low-income individuals and families through emergency support such as rental, food, utility, and other emergency assistance. 2. Support the public health response to protect our homeless neighbors; and support organizations who are on the frontlines through materials and supplies to prevent the spread of disease, as well as increasing the overall capacity of the shelter system to be able to address the crisis and meet emergency health standards. 3. Provide support to low-income students and their families who require assistance with staying connected to their academic learning and other emergency services. 4. Provide additional support to our non-profit partners, such as the local food banks and other vital community services, so they can continue doing their critical human services work in this time of need. 	Rolling	Individuals in need of assistance must reach out directly to OC United Way

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
Bitwise Industries COVID-19 Response Take Care Fund	<i>N/A – Private Assistance</i>	Various (Microgrants of under \$500)	Individuals, priority for the elderly and sick individuals	Grocery and supply box deliveries to individuals in Fresno, Tulare, and Madera counties. Prioritizes elderly and sick individuals.	Rolling Deadline	Open only to Fresno, Tulare, and Madera counties. .

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
ASSISTANCE FOR HIGHER EDUCATION						
U.S. Department of Education Higher Education Emergency Relief Fund	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$30.75 billion total nationwide \$14.25 billion nationwide for institutions of higher education	Institutions of higher education	<p>The CARES Act includes \$30.75 billion for an Education Stabilization Fund for states, school districts and institutions of higher education for costs related to coronavirus. \$14.25 billion will be available for higher education emergency relief for institutions of higher education to prevent, prepare for, and respond to coronavirus.</p> <p>Funds may be used to defray expenses for institutions of higher education, such as lost revenue, technology costs associated with a transition to distance education, and grants to students for food, housing, course materials, technology, health care, and childcare.</p> <p>Student borrowers would get a six-month reprieve from loan payments but not debt cancellation.</p> <p>Also allows institutions to award additional Supplemental Educational Opportunity Grants (SEOG) for emergency aid.</p> <p>Allows institutions to issue work-study payments to students who are unable to work due to work-place closures as a lump sum or in payments similar to paychecks.</p> <p>The dollars allocated to the Higher Education Emergency Relief Fund are distributed as follows:</p> <p>90% will be disbursed directly to Institutions of Higher Education using the existing Title IV distribution system in order for Institutions of Higher Education to prevent, prepare for, and respond to coronavirus, apportioned according</p>	Rolling via grants.gov	Formula allocations for universities: https://www2.ed.gov/about/offices/list/ope/allocationsforsection18004a1ofcaresact.pdf Link to grants.gov application for universities: https://www.grants.gov/web/grants/search-grants.html

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				to the relative share of Pell Grant recipients. 5% will be reserved for HBCUs, and the remaining 5% s reserved for grants to smaller Institutions of Higher Education that have the “greatest unmet needs related to coronavirus.”		
U.S. Department of Education Pell Grants Updates	S. 3548/H.R 748 (CARES Act)	N/A	Students who are Pell Grant recipients	<p>For students who dropped out of school as a result of COVID -19, the student is not required to return Pell grants or federal student loans to the Secretary. Additionally, the student’s grades will not affect a student’s federal academic requirements to continue to receive Pell Grants or student loans</p> <p>The CARES Act also waives the requirement that institutions calculate the amount of grant or loan assistance that the institution must return to the Secretary in the case of students who dropped out of school as a result of COVID-19.</p>	N/A	No specific action needed on the part of the student
Mission Asset Fund California College Student Emergency Support Fund	N/A	N/A	Students	<p>To support California college students through these unprecedented times, MAF has established the CA College Student Support Fund. Eligible students will receive a \$500 grant to help manage their financial needs – whether that’s class materials, rent, or personal expenses.</p> <p>To be eligible for the California College Student Emergency Support Fund, students must:</p> <ul style="list-style-type: none"> •Be currently enrolled full-time (12+ units) as an undergraduate at a California Community College, California State University, or University of California campus •Have earned at least 24 semester units or 36 quarter units (i.e., one academic year of coursework) •Be low-income, with a maximum Estimated Family Contribution (EFC) of \$5,576 (equivalent to eligibility for Pell Grant) or eligible for a California College Promise Grant 	N/A	

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
				Fee Waiver (formerly known as the BOG fee waiver)		
University of California Adjusted Admissions Requirements	N/A	N/A	Students looking to enroll in the UC system for Fall 2020	In response to COVID-19's impact on secondary education, the UC Board of Regents approved a series of critical, short-term measures: <ul style="list-style-type: none"> • Suspending the letter grade requirement for A-G courses completed in winter/spring/summer 2020 for all students, including UC's most recently admitted freshmen. • Suspending the standardized test requirement for students applying for fall 2021 freshman admission. • Providing that there will be no rescission of student admissions offers that result from students or schools missing official final transcript deadlines, and student retention of admission status through the first day of class until official documents are received by campuses. • For transfer students, temporarily suspending the cap on the number of transferable units with "pass/no pass" grading applied toward the minimum 60 semester/90 quarter units required for junior standing. 	N/A	No specific action needed on the part of students Final transcripts still by July 1 where possible. If schools are unable or unsure about their ability to issue transcripts by this date, they may notify UC at AskUC@ucop.edu and include a date when transcripts are expected to be available.

Administrator & Grant Name	Authorizing Legislation	Funding Info	Eligible/Target Recipients	Funding Description	Application Deadline	Comments
ASSISTANCE FOR VETERANS						
U.S. Department of Housing and Urban Development Various Programs	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$590 million	Veterans experiencing homelessness, veteran families	The CARES Act includes \$590 million for VA to devote to supporting veterans at an increased risk of contracting coronavirus. It includes funding for the Health Care for Homeless Veterans program, the Supportive Services for Veterans Families program, and the Grant and Per Diem program. This funding will help veterans get treatment and provide support for those who are homeless or at risk of eviction.	TBD	Details for accessing funds TBD
U.S. Department of Labor Training and Support Services Programs	<i>S. 3548/H.R. 748 (CARES Act)</i>	\$360 million	Veterans experiencing homelessness	The CARES Act includes \$360 million for the Department of Labor for programs that provide training and supportive services for dislocated workers, seniors, migrant farmworkers, and homeless veterans. This also includes funding for DOL agencies to ensure implement new Paid Leave and UI benefits.	TBD	Details for accessing funds TBD
Economic Impact Payments	<i>S. 3548/H.R. 748 (CARES Act)</i>		Americans with a social security number, including veterans	As a result of the CARES Act being passed and signed into law, each American with a social security number will be receiving a \$1,200 economic impact payment (\$2,400 for married couples) to help relieve some of the financial impacts of the COVID-19 pandemic. Tax returns filed in 2019 or 2018 will be used to identify who is eligible for this payment. The value of these payments phases out for taxpayers with incomes above \$75,000 (\$150,000 for a married couple).	N/A	Veterans that do not typically file taxes can input their payment information at this link to ensure receipt of their stimulus payment: https://www.irs.gov/coronavirus/non-filers-enter-payment-info-here

AGENDA ITEM: Consent 4

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

Submitting Department: City Manager

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve Administrative Policy 13-02 revising the City of Tulare Budget Policies & Practices.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

In June of 2013 Administrative Policy 13-02 was approved by the City Council as guidance to current and future budget processes reflecting the City's procedures for the various reserves with targeted amounts and identified funding. Additionally, the policy outlines various capital improvement funds and the City's debt capacity.

At the April 24, 2020, Budget Meeting, Council directed staff to update this policy. The revisions to the Administrative Policy have been made and are presented for Council's review and consideration.

STAFF RECOMMENDATION:

Approve Administrative Policy 13-02 revising the City of Tulare Budget Policies & Practices.

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

Submitted by: Rob Hunt

Title: City Manager

Date: April 28, 2020

City Manager Approval: _____

OFFICE OF THE CITY MANAGER

Policy Title:	Budget Policies and Practices	Effective Date: 6/4/2013
Policy No.:	13-02	Revision Date: 5/19/2020
Sections:	N/A	Revision Date: n/a
Reviewed by:	City Manager; City Council	Revision Date: n/a

1. PURPOSE.

The City of Tulare budget and financial policies are subject to California State law, the Tulare City charter, generally accepted accounting principles (GAAP), and City Council adopted ordinances and resolutions. The standards set by these authorities establish budget calendar dates, provide for budget control, describe the budget amendment process after budget adoption, and identify appropriate methods for budgeting, accounting, and reporting. The City’s resources and appropriations policies are extensions of the laws established by the State of California through the City Council and follow GAAP for local governments and budgeting practices.

Budget practices and policies are reviewed to ensure that current financial practices are in place. Areas for future policy development and updates may include post-retirement benefits and a periodic review and update of the City’s existing reserve policies.

2. POLICY.

Budget Practices - Budget Process and Calendar

The budget process enables the City Council to make resource allocation decisions, including choices about staffing, technology, equipment, and priorities to be addressed in the coming fiscal year. The City of Tulare’s Annual Operating Budget is adopted by the City Council by June 30 each year. Although the City Council first reviews the budget in May, the City Manager’s Office, the Finance Department, and other departments begin to prepare it at least six months prior. Throughout the year, staff provides quarterly revenue projections and updates on the City’s financial performance, and continues to assess City needs. In producing the budget, the Budget Team receives input from the public, City Council, and staff.

In November or December, the City Manager provides an update to the City Council on the current year’s budget and outlines policy issues facing the City. Together, they establish objectives for the upcoming year. At the mid-year budget review that typically takes place in February, the City Council provides feedback and direction regarding proposed priorities for the future programming of General Fund resources. With this direction and the Finance Department’s revenue projections, each department prepares a proposed budget. The Budget Team works closely with department managers to ensure that budgets reflect the City Council’s interests, priorities, and goals.

Several weeks before the budget is adopted, the City Manager presents the budget for the coming year to the City Council along with information on current year accomplishments and future year goals. Copies of the proposed budget documents are available to the public at public hearings, and they are also available in the City Clerk's Office, and on the City's website. Included in the City Manager's presentation are an update of the City's financial position and long-range plan; a review of the national, State, and local economies; a discussion of financial policies; and an update on department activities. After reviewing the proposed budget and receiving public comment at public hearings, the City Council may direct staff to revise the proposed budget. On or before June 30, the City Council votes to adopt the budget, including any revisions to the proposed budget. At any time after the adoption of the budget, the City Council may amend or supplement the budget.

Upon final adoption by the City Council, the budget becomes the legal authorization for the various departments to expend resources, subject to conditions established by the City Manager and City Council. Through a resolution adopted by the City Council, the City Manager is authorized to transfer appropriations as needed from any account in the budget to any other accounts within the same fund to meet overall budget requirements.

Citizen Participation

Citizens of Tulare participate in the budget planning process in various ways, such as participating on Council-appointed boards and commissions, attending budget study sessions and public hearings, or meeting with City staff.

Public hearings for the budget adoption typically occur at the end of May and the beginning of June. Citizens have the opportunity to speak about budget issues at these hearings and at any City Council meeting during the year.

Other Major Planning Processes

The budget is one of three major citywide planning tools. The General Plan, which governs land use and development, and the Capital Improvement Program (CIP) are the other two. Each planning process informs the others, and together they enable coordinated planning for operating City services, maintaining the City's investment in public infrastructure, and developing land consistently with community interests.

The City of Tulare's current general plan was adopted on October 7, 2014. This document can be referred to as a city's "Constitution" for growth and development and the policy foundation upon which all development and land use decisions are based.

The Tulare General Plan establishes a twenty-five-year vision for the community based on technical and legal requirements, extensive discussions with the community, and policymaker input.

The CIP planning process takes place every year and is a planning tool to look at a five-year window of projects. The amount of General Fund to be transferred to the CIP is determined in the annual Operating Budget process, and may vary annually from the

amount projected as revenue in the CIP. The General Fund capital plan involves transfers for general capital needs and a specific transfer for Information Technology capital replacement and other technology needs.

Basis of Budgeting

Revenues: The City receives revenues from a variety of sources. Property tax and sales tax comprise approximately 48% of the General Fund, but are controlled by the State Legislature. The City receives the balance of its revenues from local taxes, fees, charges for services, and transfers from other funds for General Fund services. Revenue projections for the coming budget year are comprised of the estimated actual revenue projected for the current year, and estimation based on past growth and prior year actual. The City has a long-standing practice of dedicating one-time revenues to fund a variety of one-time projects. Increases in the General Fund associated with one-time revenues are not programmed for ongoing operations in the multi-year forecasts. This ensures that future revenues and expenditures are reasonably projected.

Sales Tax Budgeting. Basing long term programs and service plans on one-year revenue spikes can lead to funding challenges when sales taxes fall off. Therefore, the City will budget its sales tax related revenues (5% regular Bradley-Burns Act taxes and the 1% sales tax repayment from property taxes that was part of the “Triple Flip”, and its own Measure “T” sales tax) on the basis of a rolling 5-year average of four past actual fiscal year receipts and the estimates for the year before the fiscal year for which the budget is being prepared.

When actual revenues are actually received above the budgeted rolling average it will be used for one-time issues. For example, the one-time highs could be used in whole or in part for funding deficiencies in the City’s capital replacement accounts for high cost vehicles and equipment (for example, fire apparatus) and building capital replacement (for example roofs and HVAC systems). This way the one-time money is programmed only after it is actually received.

One Time Receipts. “One-time receipts” are those revenues or other receipts in excess of \$100,000 which are otherwise unrestricted, and which are only expected to be received on one occasion or on more than one occasion but at uncertain or irregular intervals. Upon City Council designation of a particular receipt as a “one-time receipt,” *one hundred percent of said proceeds will be allocated to backfill any deficit first*, with any remainder allocated to the following uses in the percentages shown:

- Thirty percent (30%) to streets, roadway and other transportation infrastructure for capital repairs; and
- The lesser of twenty percent (20%) or the amount needed to eliminate a computed vehicle/equipment funding deficit to the fleet replacement fund to be allocated among General Fund related vehicles and equipment classes; and
- Ten percent (10%) to the General Fund base reserve until such time as the reserve is equal to 25% of General Fund expenditures and operating transfers out for

operating purposes and at such time as the 25% of General Fund base reserve goal is met then zero percent (0%) to such purpose; and

- Twenty percent (20%) to be appropriated for technology, capital projects, retrofits, and similar activities that are able to demonstrate a return on investment in the form of hard cost savings to the City and
- Twenty percent (20%) council discretion.

Designated “one-time receipts” will not be budgeted for ongoing programs, salaries, and annually reoccurring costs that are highly likely to repeat in the future.

Expenditures: The City budgets at the governmental fund level, and funds are grouped for budget presentation. Major fund groups include the General Fund, Special Revenue funds, Debt Service, Enterprise Funds Internal Service Funds and Capital funds. While all funds budgeted are included in the operating budget, this document focuses on the General Fund, which contains the majority of the City’s discretionary resources for basic services such as police, fire, and parks, library and recreation services. Departmental base budgets for a given budget year are determined by the following process:

Starting with the adopted budget for the prior year -

Reducing the adopted prior year budget for any one-time appropriations the department received;

Implement any increase or decreases associated with negotiated bargaining unit agreements or with contracts and services;

Implementing any necessary service reductions or enhancements determined by the City Manager.

City funds are budgeted on the modified accrual basis of accounting. This method recognizes revenues when they become measurable and available to finance expenditures of the period. Expenditures are recorded when the related fund liability is incurred with the exception of principal and interest on long-term debt, which are recorded when due.

Basis of Budgetary Accounting

The basis of budgetary accounting that follows describes how the City presents the estimated revenues, budgeted expenditures and expenses, and capital asset purchases in this budget. This description can help the reader understand the differences and similarities in the budget presentation of such financial elements compared to how they are presented in other City publications, such as the City’s CIP or its annual Comprehensive Annual Financial Report (CAFR).

The City uses a “fixed budget” presentation which establishes a spending cap at the fund level, with departmental budgetary guidelines. Department budgets cannot be exceeded without special authorization.

The budget is generally prepared on the same basis of accounting used by the City in its CAFR. This terminology comes from the accounting standards used for governments which are established by the Governmental Accounting Standards Board (GASB). These

standards constitute generally accepted accounting principles (GAAP) for local governments.

In the Required Supplementary Information section of the CAFR, the City compares actual revenues and expenditures for the accounting period to both the originally adopted budget and the final budget (the adopted budget with any adjustments) for estimated revenues and expenditure appropriations.

Expenditures are budgeted in the governmental funds on the modified accrual basis of accounting and expenses are budgeted in proprietary funds on the full accrual basis of accounting. The primary difference between the two bases of accounting is that “expenditures” emphasize the reporting of financial resource outflows (cash and cash-like resources) in the period in which they are disbursed, while “expenses” emphasize the matching of the obligation to disburse economic resources (cash and all other assets causing a change in fund net assets) to the period in which the obligation was incurred by the City.

Capital asset acquisitions are shown somewhat differently in the budget than in the CAFR. “Capital Assets” are used in the City’s operations, have an estimated useful life of more than one fiscal year, and cost \$5,000 or more. These long-lived assets include land and buildings and their improvements, vehicles, machinery and equipment, and streets and sidewalks. The City’s planned capital asset purchases are shown in two places in the Budget: (1) in the departmental capital outlay for capital assets to be purchased from annual operating appropriations during the budgeted fiscal year, and (2) in the Capital Budget Summary (CIP) for capital assets to be acquired over several years or which involve particular financing plans. In the CAFR Fund Financial Statements, all capital asset acquisitions are reported in the governmental funds acquiring them as “Capital Outlay” on their operating statements, and in the proprietary funds, the acquiring funds report their acquisition as uses of cash on their statements of cash flow (the assets are also capitalized on their balance sheets).

Budget Account Structure

Budget transactions occur under an established account code structure organized by funding source (fund/fund number). An account code is comprised of eleven numbers, which represent the fund, department/division activity code, and object code. Object codes describe the transaction type within the fund and department.

Operating/Capital Expenditure Accountability

The annual budget sets appropriations by fund or with further allocation by department or program. At the fund level, expenditures may not legally exceed appropriations. The City Manager is authorized to transfer budgeted amounts between departments or programs within any fund. The City Council may adopt supplemental appropriations during the year.

Long-Term Financial Planning

Risk Management/Health Insurance

The City of Tulare uses a risk management program to reduce its workers' compensation and general liability claim costs. The City participates in the Central San Joaquin Valley Risk Management Authority to provide processing of claims, pooling of claims exposure and excess insurance coverage, one for general liability coverage and one for workers' compensation coverage. The joint powers authorities and the City rely on estimates prepared by professional actuaries to set aside funds adequate to meet potential losses. The City covers losses up to \$100,000 per claim and then claims are pooled after that to \$500,000 for both coverages. Excess coverage provided by an additional joint powers authorities covers claims in excess of \$500,000 for both general liability and workers' compensation claims. Reserve funds are set as follows:

General Liability: a minimum of one-year premium in reserve plus an additional \$250,000 set aside for Human Resources Contingency costs for attorney fees and hearing costs."

Workers Compensation: a minimum of one-year premium in reserve.

In addition, the city participates in the San Joaquin Valley Insurance Authority to provide health insurance benefits to its employees. While in a risk pooling environment the city pays a per employee/dependents rate that is set for each calendar year. Rates are announced in October of each year. The City's policy is to set the reserve account at no less than four months' worth of premium to handle any unanticipated increases that occur mid budget year.

Pension and Post-employment Benefits

The City provides pension and medical benefits for its public safety and non-safety employees through three contracts with CalPERS. The contracts include benefit levels negotiated by the City with its employee units and for which it has executed contract amendments. The plans also include some benefit levels approved by the State Legislature without contract amendment and funding mechanisms approved by the CalPERS Board of Administration.

Human Services Special Revenue Fund Contingency Reserve

City Council policy is to maintain a Human Services Special Revenue Fund Contingency Reserve to help mitigate the effects of economic downturns and natural disasters, and to maintain flexibility in staffing or program levels during times of temporary decreases in grant or contract funding. The contingency reserve will be funded \$50,000 initially. In future years calculations shall be done to look at the city's potential liability in regards to cash outs at the separation of employment. Once complete liability is determined staff will recommend future funding allocations from both the general fund and all enterprise funds.

General Fund Reserve Account

Under council direction a 15% general fund reserve is maintained. This 15% is equal to 1.8 months of operating expenditure which also includes debt service.

Council's desire is to increase general fund reserve each year until it reaches to a 25% reserve of operating expenditure which also includes debt service. This reserve will be attained over several years.

General Fund Contingency Reserve

Contingency Reserve funds help mitigate the effects of unanticipated situations natural disasters, severe, unforeseen events, as well as any California Public Employees' Retirement System (**CalPERS**) liabilities. The Contingency Reserve also serves as back-up liquidity to the Risk Management Fund if this need were to arise. The Contingency Reserve is funded at a level at least equal to 1% of annual operating expenditures and transfers out. All uses of the Contingency Reserve must be approved by the City Council. Any such uses are to be repaid to the Contingency Reserve over a period of no more than three years.

General Fund Capital Asset Replacement Reserve

The General Fund Capital Asset Replacement Reserve provides a source of working capital for upgrading or replacing structures or non-vehicle related equipment.

Economic Incentive Reserve

The Economic Incentive Reserve is to be funded annually up at 1% of general fund operating transfers out. This reserve is used at the discretion of council to assist new development or existing businesses expand. Use of the Economic Development Application process adopted by council on March 6, 2012 (Resolution #12-22) applies to these funds.

Technology and System Improvement Reserve

The City Council will fund an annual contribution of ½% of the general fund and ¼% shall be charged to the Development Services funds and Utility funds, operating transfer out to the technology and system improvement reserve to provide a source of capital for the following:

- Ongoing hardware and software acquisition
- Technology investment
- System improvement

This level of reserve is maintained to the extent market conditions and revenues permit. All uses of the reserve must be approved by the City Manager and are budgeted as part of the capital improvement planning process.

Development Services Unallocated Fund Balance

When annual fee revenues exceed expenditures and amounts needed to maintain the Development Cost Center reserves at planned levels, the Development Services

Department will evaluate the development fee structure during the subsequent fiscal year. The evaluation will take into account equity to fee payers, changes in fee structures to encourage compliance with safety codes, economic forecasts for development and maintenance of responsive and high-quality customer services. The purpose of this evaluation will be to develop recommendations regarding possible reductions in fee levels that would be funded through use of the unallocated fund balance for the budget year that begins twelve months after the end of the fiscal year that results in an unallocated fund balance.

Election Reserve

The City of Tulare is required to pay fees for all Special and Council elections. In order to eliminate the increase and decrease in funding, a flat \$20,000 per year contribution to the reserve and capped at \$50,000 to smooth the fiscal impacts of every two years elections with the occasional special election.

Property Maintenance Reserve

The City of Tulare owns numerous buildings and property's that are leased/rented out to private individuals. Leases/Agreements are individual the property. Rents collected from properties that are in excess of the direct costs for the buildings shall be held in a Property Maintenance Reserve to offset costs of repairs to those rental buildings/properties. Examples of repairs shall include roof repair/replacement, heating and air conditioning, painting, restroom repair. Reserves may also be used for weed abatement and maintenance of vacant property.

Debt Capacity, Issuance and Management

Short-Term Operating Debt

Current revenues will cover expenses associated with the day-to-day operations of the City. However, because the City receives the majority of its property tax revenues twice during the year, and sales tax revenues may fluctuate during the year, the City may experience temporary cash shortfalls. In order to finance these possible cash shortfalls, the City may incur short-term operating debt [typically, Tax and Revenue Anticipation Notes (TRANS)]. The amount of short-term operating debt will be based on cash flow projections for the fiscal year and will comply with applicable federal and State regulations. Operating revenues will be pledged to repay the debt, which will generally be repaid in one year or less. The costs of such borrowings will be minimized to the greatest extent possible.

Interfund Loans

The City Council and/or Board of Public Utilities to approve short-term loans of one year or less and long-term advances of ten years or less between City funds under the following terms and conditions:

1. The City Council and/or Board of Public Utilities are authorized to approve loans of one year or less and advances of ten years or less between City funds; provided, that such loans and advances comply with the interfund borrowing policy and that the

- City Manager and Finance Director concur that such loans and advances are in the financial best interests of the City under the existing circumstances.
2. Each loan or advance approved by the City Council and/or Board of Public Utilities will be documented in a writing signed by the City Manager and the Finance Director that states all of the following:
 - a. The purpose for which the loan or advance is being made.
 - b. The identification of both the lending and borrowing fund, or funds.
 - c. The dollar amount of the loan or advance.
 - d. The maturity date on which all principal together with all accrued and unpaid interest will be due and payable.
 - e. The scheduled dates and amounts of all principal and interest installment payments.
 - f. The applicable nominal interest rate or discount rate.
 - g. The borrowing fund's right to make full prepayment at any time without penalty.
 - h. The source or sources from which the borrowing fund or funds is expected to repay the loan or advance.
 3. All loans and advances will be repaid by the borrowing funds. Because each loan or advance is expected to be free from risk of default, the Finance Director will establish the nominal interest rate or discount rate to be applied to each transaction using then prevailing interest rates on indebtedness of a comparable term issued by the Treasury Department of the United States of America.
 4. No individual loan or advance approved by the City Council and/or Board of Public Utilities will exceed the sum of five million dollars (\$5,000,000), and the total of all loans and advances so approved and outstanding at any one time will not exceed the sum of twenty million dollars (\$20,000,000).
 5. Although the loans and advances will be unsecured, an adequate source of repayment or refunding (including future external debt issuance) is to be identified. Under all circumstances, repayment of the loans will be subordinate to claims and encumbrances established by covenants related to any debt, regardless of issue date, issued into the external financial markets by the City of Tulare, the Tulare Public Financing Authority, or any of them (collectively, the City and/or its affiliated agencies).
 6. No loans or advances will be made from a City fund that is reasonably likely during the contemplated term of the loan or advance to need the same cash to pay for projects or activities for which the lending fund originally received the cash. No loan or advance will be made that will either violate any law, or cause the City and/or its affiliated agencies to breach any restrictive covenant, contractual provision, or grant term. Any loan of developer impact fees will be reported in accordance with California Government Code Section 66006(G).

7. No loan or advance will be made involving any of the following: any funds holding State Gas Tax proceeds (including, without limitation, the Special Gas Tax Street Improvement Fund), any funds holding federal streets and highway monies, any funds holding revenues collected pursuant to voter-approved measures (including, without limitation, Proposition 1B funds and general obligation bond funds) or trust funds.

Long-Term Capital Debt

The long-term capital debt policy sets the parameters for issuing debt and provides guidance in the timing and structuring of long-term debt commitments. In addition to this policy, there is a separate policy for land-based financings (typically, Mello-Roos community facility districts and local improvement districts). The following provisions guide the City's consideration of issuing long-term debt:

1. The City uses debt financing only for one-time capital improvement projects and unusual equipment purchases, and only under the following circumstances:
 - a. When the project is included in the City's five-year capital improvement program and is in conformance with the City's General Plan.
 - b. When the project is not included in the City's five-year capital improvement program, but it is an emerging critical need whose timing was not anticipated in the five-year capital improvement program, or it is a project mandated immediately by State or federal requirements.
 - c. When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
 - d. When there are designated revenues sufficient to service the debt, whether from project revenues, other specified and reserved resources, or infrastructure cost-sharing revenues.
 - e. Debt financing (other than tax and revenue anticipation notes) is not considered appropriate for any recurring purpose such as current operating and maintenance expenditures.
2. The project priority process used in developing the City's five-year capital improvement program, including criteria used in evaluating projects and project viability, is reviewed by the City Council as part of the annual update of the five-year capital improvement program.
3. The following criteria are used to evaluate pay-as-you-go versus long-term debt financing in funding capital improvements:
 - a. Factors that favor pay-as-you-go:
 - i. Current revenues and adequate fund balances are available.
 - i. Project phasing is feasible.
 - ii. Debt levels would adversely affect the City's credit rating.
 - iii. Market conditions are unstable or present difficulties in marketing.

- b. Factors that favor long-term financing:
 - i. Revenues available for debt service are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating.
 - ii. The project for which financing is being considered is of the type that will allow the City to maintain an appropriate credit rating.
 - iii. Market conditions present favorable interest rates and demand for municipal financings.
 - iv. A project is mandated by State or federal requirements and current revenues and fund balances are insufficient to pay project costs.
 - v. A project is immediately required to meet or relieve capacity needs.
 - vi. The life of the project or asset financed is five years or longer.

4. The following are considered in evaluating appropriate debt levels:
 - a. General Fund-supported debt service will not exceed 7% of total General Fund budgeted expenditures and transfers out at the time of issuance.
 - b. The General Fund may be used to provide back-up liquidity to improve the viability of a self-supported debt issue (i.e., not land-based financings), but only if the General Fund is not exposed to significant risk of loss of assets or impairment of liquidity. This evaluation of risk will consider such things as the following:
 - i. Volatility and collectability of the revenue source identified for repayment of the debt.
 - ii. The likelihood the General Fund will be reimbursed within one year for any payments it might potentially need to make in its role as back-up guarantor. If the City Council determines the risk of loss of assets or impairment of liquidity to the General Fund to be relatively minimal, self-supported debt service for debt that relies on the General Fund as a back-up guarantor will not exceed 7% of General Fund budgeted expenditures and transfers out. This limitation is separate from and in addition to the debt limitation for General Fund-supported debt service described in Section 4.a., above.

5. The costs of developing and maintaining a land-based long-term debt policy will be borne by the development community, which uses this type of financing.

6. The City will follow all State and federal regulations and requirements regarding bond provisions, issuance, taxation, and disclosure.

7. The adoption of resolutions of intent will be considered whenever bond issuance is contemplated to increase the flexibility related to funding costs related to the project (e.g., project development costs, architectural costs, studies, etc.).

8. Costs incurred by the City, such as bond counsel and financial advisor fees, printing, underwriters' discount, and project design and construction costs, will be charged to

- the bond issue to the extent allowable by law.
9. The City will seek credit enhancements, such as letters of credit or insurance, when necessary for cost-effectiveness.
 10. The City will monitor compliance with bond covenants and adhere to federal arbitrage and disclosure regulations. Any instances of non-compliance will be reported to the City Council.
 11. The City will seek to maintain its current bond rating and will ordinarily not consider long-term debt that, through its issuance, would cause the City's bond rating to be lowered.
 12. The City will maintain good communications with bond rating agencies about its financial condition and will follow a policy of full disclosure in every financial report and bond prospectus (Official Statement).
 13. The City will generally conduct financings on a competitive basis; however, negotiated financings may be used where market volatility or the use of an unusual or complex financing or security structure is a concern with regard to marketability.
 14. The City will select a financial advisor and/or investment banker and bond counsel on a competitive basis; these advisors will be retained for at least four years to provide continuity and allow them to develop an understanding of the City's needs. Other outside service providers may be selected by developers or owners, subject to the City's approval. Trustees and/or paying agents will be selected by competitive bid.
 15. Interfund borrowing will be considered to finance high priority needs on a case-by-case basis, but only when planned expenditures in the fund making the loan would not be affected. Interfund borrowing may be used when it would reduce costs of interest, debt issuance, and/or administration.
 16. The term of the long-term debt instrument will not exceed the useful life of the asset or forty years, whichever is less.
 17. Bond proceeds will be invested in accordance with the provisions of the bond indenture. Funds set aside for debt service will only be used for that purpose.
 18. In choosing the appropriate long-term debt instrument, cost, economic equity, political acceptability, and flexibility will be considered. Refunds will be considered to reduce interest costs or principal outstanding, or to eliminate restrictive debt covenants. Pooled financings with other government agencies will be considered, as appropriate.

Financing Instruments

There are many different types of long-term debt instruments available. Depending on

the specific circumstances, the City will consider using the following types of financing instruments:

1. **General Obligation Bonds** - Bonds backed by the full faith and credit of the City. The taxing power may be an unlimited ad valorem tax, subject to State law, or a limited tax, usually on real estate and personal property. A special rate is incorporated in the property tax bill annually to pay for debt service. A two-thirds voter approval is required for authorization. Because it is secured by a tax levy, this structure has strong marketability and lower interest costs.
2. **Revenue Bonds** - Bonds are secured by revenues generated by the facility that is financed or by dedicated user fees. Voter approval may or may not be required. Planning is more complex because costs and revenues affect each other. Credit enhancement (e.g., insurance or letter of credit) may be needed because of the limited source of debt service payment.
3. **Certificates of Participation** - The City enters into a lease agreement with another party (a lessor, such as a joint powers authority) to lease an asset over a defined period of time at a prearranged annual payment. Voter approval is generally not required. Lease payments are made primarily from General Fund revenues. Current law requires the lessee to make lease payments only if the facility has beneficial use. The legislative body has to appropriate annual debt service payments. For the security of the bondholders, a reserve fund is normally established and held by a trustee until all bonds are paid. Interest during project construction must be capitalized. An “asset transfer” structure, whereby an existing facility is used as security to finance construction or acquisition of another project, may be used for flexibility.
4. **Assessment Bonds** - Bonds are issued to develop facilities and basic infrastructure for the benefit of properties within the assessment district. Assessments are levied on properties benefited by the project. Voter approval is not required. Instead, a majority vote of the property owners with a majority of assessments is needed to authorize the issue. The issuer’s recourse for non-payment is foreclosure. This type of bond is normally not rated. The bonds may be issued under the provisions of the 1911, 1915 or Mello-Roos Bond Act, whichever is most appropriate.
5. **Master Lease Agreements** - The City enters into a lease agreement with a provider to lease equipment or facilities whose useful life is too short to finance with long-term debt. Various pieces and types of real and personal property from different vendors over a period of time can be acquired under one master lease agreement. Interest can be fixed or tied to an index. Financing costs are normally minimal, but the interest cost may be higher than with other instruments.
6. **Vendor-Financed Leases** - A vendor of equipment acts as the lessor and investor, and holds the lease for its full term or may assign the lease. The motivating factor to the

vendor is usually to encourage future sales of its product.

7. Marks-Roos Bonds - Bonds are issued by a joint powers authority to buy other bond issues. By pooling bond issues, marketability can be improved and administration costs are reduced.

8. Bond Anticipation Notes - Notes are issued to provide temporary financing, to be repaid by long-term financing. The bridge financing has a maximum maturity of three years.

Rob Hunt, City Manager

Date

AGENDA ITEM: Consent 5

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering Services / Engineering

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the final map and subdivision improvement agreement for the Oak Tree Estates subdivision for recordation, and accept all easements and dedications offered to the City on the final map.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Planning Commission Resolution No. 5229 adopted on May 8, 2017 approved the tentative map for the Oak Tree Estates subdivision located east of "J" Street and south of Cartmill Avenue. The overall subdivision comprises approximately 6.67 acres and consists of 28 single-family lots, 1 multi-family residential parcel, and a remainder parcel that is zoned for community commercial.

All fees, bonds and other sureties have been provided prior to this subdivision map being presented to Council.

A copy of Planning Commission Resolution No. 5229 and the draft final map is attached for reference.

STAFF RECOMMENDATION:

Approve the final map and subdivision improvement agreement for the Oak Tree Estates subdivision for recordation, and accept all easements and dedications offered to the City on the final map.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A
(If yes, please submit required budget appropriation request)

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: May 19, 2020

City Manager Approval: _____

RESOLUTION NO. 5229

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION
APPROVING TENTATIVE SUBDIVISION MAP 2016-02- OAK TREE ESTATES**

WHEREAS, the City of Tulare Planning Commission held a regular meeting on May 8, 2017 to consider a request by Teo Albers to subdivide 6.67 acres into 28 single family residential parcels, 1 multi family residential parcels, and 1 remainder community commercial parcel on property located at Southeast corner of "J" Street and Cartmill Avenue (APN 164-040-006); and,

WHEREAS, the City of Tulare Planning Commission determined that the request is consistent with the goals and objectives of the Tulare General Plan; and,

WHEREAS, the City of Tulare Planning Commission determined that the design and improvements are consistent with applicable general plan and specific plans (*General Plan/Zoning Amendment to change land use from community commercial to low density residential and medium density residential on current agenda*);

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

WHEREAS, the City of Tulare Planning Commission determined that the site is suitable for the proposed density associated with this project; and,

WHEREAS, the City of Tulare Planning Commission determined that the design of the project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; and,

WHEREAS, the City of Tulare Planning Commission determined that the project design will not cause serious public health problems; and

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

WHEREAS, the City of Tulare Planning Commission determined that the proposed subdivision map is consistent with the Tulare Municipal Code; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Tulare Planning Commission that Tentative Subdivision Map 2016-03- Oak Tree Estates is hereby approved subject to the following conditions:

Planning:

- 1) All requirements of Title 10 shall be met.
- 2) That the project be developed in substantial compliance with the subdivision in Attachment "II".
- 3) Side yard and rear yard setbacks shall comply with the R-1-6 standards.
- 4) Block wall is required along north boundary of the single family portion of project. Final block wall design is subject to Community Development Director approval.
- 5) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits.
- 6) Recording of the final map is subject to the approval of General Plan Amendment 2016-03 and Zoning Amendment 718.
- 7) Applicant to comply with all conditions within the IS/MND Mitigation and Monitoring Program adopted in Resolution 5232.
- 8) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved tentative map.
- 9) Street names will be consistent with street names approved by the Street Naming Committee, and approved by the Community Development Director.
- 10) Applicant to record a "Right to Farm" notice on final map.
- 11) Six-foot public utility easements shall be granted along all front yards as required for public utilities.
- 12) The applicant shall comply with the requirements of the Tulare Board of Public Utilities regarding sewage disposal and water supply facilities.
- 13) Applicant shall establish a Homeowner's Association (HOA) for the maintenance of interior private drives, utilities, common landscape areas, landscaping in the right of ways, and block walls, prior to recordation of final subdivision map.
- 14) Applicant shall record a notice that each lot is subject to a homeowner's association assessment.
- 15) Applicant to provide solid fencing with permanent type posts (metal) for all proposed wood fencing.

- 16) Applicant to provide and locate mailbox cluster as approved by the Tulare U.S. Postmaster.
- 17) Submittal of a grading plan which proposes elevations with greater than six inches in elevation to adjacent lots may be subject to a retaining wall. All grading plans are subject to approval of the City Engineer.
- 18) Applicant to provide for house numbers which are visible from the new public street and approved by the Fire Department.
- 19) Applicant shall submit landscape and irrigation plans for all landscape areas. All landscape plans shall be consistent with City Standards (MC Section 10.196 Landscaping) and approved prior to issuance of building permit. All landscaping to be maintained to City Standards.
- 20) Comply with attached Engineering Comments as attached.
- 21) This conditional use permit shall lapse and become void three years after the date it became effective unless the final map and improvements thereto are recorded.
- 22) That all other federal, state, and city policies and ordinances be met.
- 23) The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later challenging such exactions.

Engineering:

See attached conditions

Fire:

See attached conditions

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

AYES: Miguel, Idenera, Miller, Kellion



INTEROFFICE MEMORANDUM

Engineering Department

Michael W. Miller, City Engineer

TO: Planning and Building Division
FROM: Engineering Division
SUBJECT: Engineering Considerations - Tentative Map of Oak Tree Estates Subdivision, Design Review 1084, Conditional Use Permit 2016-21, General Plan Amendment 2016-03 and Zone Amendment 718.
LOCATION: Southeast Corner of Cartmill Avenue and "J" Street
SUBDIVIDER: Teo Albers
DATE: May 5, 2017

SOILS:

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

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

STREETS:

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

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

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

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

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

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

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

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

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

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

Driveway widths and spacing shall conform to City Code requirements.

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

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

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

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

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

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

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

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

UTILITY RELOCATIONS AND UNDERGROUNDING REQUIREMENTS:

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

SANITARY SEWERS:

Sanitary sewers shall be installed to City standards.

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

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

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

STORM DRAINAGE:

The storm drain layout shall be designed to City standards.

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

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

The minimum fall around curb returns shall be 0.3 foot.

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

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

FIRE HYDRANTS:

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

EASEMENTS:

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

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

WATER SUPPLY:

Water mains shall be installed to City standards.

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

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

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

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

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

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

STREET NAMES:

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

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

TRAFFIC SIGNS:

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

PAVEMENT DELINEATION:

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

STREET LIGHTS AND ELECTRICAL SERVICE:

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

GAS SERVICE:

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

PRIVATE IRRIGATION PIPELINES:

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

IRRIGATION CANALS:

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

TELEPHONE/CABLE:

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

EXISTING STRUCTURES:

Any existing structures within the subdivision boundary shall be removed.

WELLS:

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

ELEVATIONS:

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

GENERAL CONDITIONS:

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

ADDITIONAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

Prepared By: Michael W. Miller, City Engineer

ATTACHMENT "A"

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

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

	Roadway	Classification	Traffic Index	Sidewalk Width	Sidewalk Configuration
a)	"J" Street	110' Principal Arterial	10.5	10 ft	Adjacent
b)	Albers Way	58' Local Street	5.0	5 ft	Adjacent

- The Subdivider shall be responsible for the following minimum Arterial improvements:
- Full paveout from lip of gutter to the existing edge of pavement
 - Reconstruction of the following portions of existing pavement:
 - Install medians (curbing only) within the following frontages: Median with left-turn worm to prevent
 - Provide at least _____ feet of paving on the opposite side of the median
 - Provide stabilized shoulders on the opposite side of the street in accordance with the City of Tulare's adopted PM-10 control guidelines
 - "J" Street to be widened as required to install a southbound left-turn pocket at the intersection of the new East-West road connection to "J" Street. Paving transitions to be provided per City Engineer's requirements for both northbound and southbound traffic on either side of said intersection.
- The Subdivider shall be responsible for the following minimum improvements along existing non-arterial streets adjacent to this development:
- Full paveout, from lip of gutter to the existing edge of pavement
 - Reconstruction of the following portions of existing pavement:
 - Rehabilitation of the following portions of existing pavement, by methods approved by the City Engineer
 - Other: Modifications as required to "J" Street Connector Road stub-out to accommodate connection of Albers Way at north end of proposed project.
- 2) A master plan for street layout for the entire development shall be submitted for approval prior to approval of any portion thereof.
- 3) Backing lot treatment shall apply to the following frontages: Albers Way excepting single-family lot frontages, and all frontages of new East-West road connecting to "J" Street.
- 4) The development shall incorporate City standard bus turnout(s) at the following location(s): As required by City Transit Manager.
- 5) The Subdivider shall submit a plan for landscaping/street trees and irrigation along streets with backing lot treatment to be approved by the Director of Parks and Community Services.
- 6) The sanitary sewer alignments shall be 6 feet north and/or east of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 7) A master plan for sanitary sewer for the entire development shall be submitted for approval prior to approval of any portion of the system.

- 8) A master plan for storm drainage for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 9) The storm drain alignments shall be 11 feet south and/or west of centerline unless other alignments are approved by the City Engineer, or as follows: _____.
- 10) The water main alignments shall be 6 feet south and/or west of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 11) A master plan for water for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 12) Individual water services (1 ½" minimum) with meter boxes shall be installed to all R-M-2 lots.
- 13) A water sampling station shall be installed as follows: As required by City Public Works Director.
- 14) 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.

ATTACHMENT "B"

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

Benefit Districts

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

Special In-Lieu Fees

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

Plan Check, Inspection, and Impact Fees

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

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

**TULARE CITY FIRE DEPARTMENT
FIRE PREVENTION BUREAU**

SITE ADDRESS: "J" St & Cartmill Ave

DATE: January 19, 2017

OWNER: Teo Albers

ARCHITECT/ENGINEER: TAE Architecture and Planning

SITE PLAN REVIEW COMMENTS

The Fire Prevention Bureau conveys the following comments regarding Tentative Subdivision Map Oak Tree Estates: Design Review 1084, CUP 2016-21, General Plan Amendment 2016-03, Zone Amendment 718.

A utility plan showing all fire lines (hydrants and any fire sprinkler connections) shall be submitted for approval to City of Tulare Fire Department. This fire/water system shall have components of reliability, redundancy and quality.

The project shall comply with all of the latest applicable codes.

Based on the occupancy classification/square footage of building a fire alarm and/or an automatic sprinkler system may be required.

When a sprinkler system is required all valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically monitored where the number of sprinklers is more than 20.

For automatic sprinkler systems, underground plans must be submitted with above ground plans. A hydrant will be required within 50 feet of each Fire Department connection. Project must meet minimum fire flow requirements per the table in Appendix B & C of the California Fire Code.

When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

An approved water supply for fire protection shall be made available as soon as combustible material arrives on the site.

Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required.

Fire hydrant spacing shall be as follows:

Residential development, one hydrant shall be installed at 500-foot intervals.

Commercial development, one hydrant shall be installed at 300-foot intervals.

Or as required by Appendix C California Fire Code

Approved fire apparatus access roads shall (min 20' width/ height 13'6") be provided for every facility, building or portion of a building constructed or moved onto or within the City of Tulare. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.

All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities and comply with CFC.

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

Additional access may be required. The Fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. Areas identified as "Fire Lanes" must be identified as such.

Shelli Vinson/Fire Inspector III

AGENDA ITEM: Consent 6

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Accept street and outlot dedication and right of way along south side of Bardsley Avenue, west of Mooney Boulevard. Additionally, accept a grant of easement for a public utility easement for utility purposes associated with the Bardsley Retail Center development, and authorize the City Manager or his designee to sign Certificates of Acceptance for the same.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Bardsley Retail Center commercial development is located along the south side of Bardsley Avenue in the southeast corner of Mooney Boulevard and Bardsley Avenue. Bardsley Retail Center was conditionally required to install the full paved width of Durango Street. They were also required to provide the City with dedications such that there would be 10 feet of right of way behind face of curb and 6-foot public utility easement for dry utilities behind road right-of-way. An additional easement for water main was requested by Bardsley Retail Center to allow for construction of water main to allow water service to southeast corner of site for future development.

The grant deed for street and outlot dedication, grant of easement for public utilities, and the certificate of acceptance for each of the conveyances is attached.

STAFF RECOMMENDATION:

Accept street and outlot dedication and right of way along south side of Bardsley Avenue, west of Mooney Boulevard. Additionally, accept a grant of easement for a public utility easement for utility purposes associated with the Bardsley Retail Center development, and authorize the City Manager or his designee to sign Certificates of Acceptance for the same.

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 19, 2020

City Manager Approval: _____



Chelsey@beesweetcitrus.com

COMMUNITY & ECONOMIC DEVELOPMENT

MEETING DATE: 8/28/19

SITE PLAN No. SP1973-Retail Center

Enclosed for your review are the comments and decisions of the Site Plan Review Committee. Please review all comments since they may impact your project.

RESUBMIT Major changes to your plans are required. Prior to accepting construction drawings for building permit, your project must return to the Site Plan Review Committee for review of the revised plans

REVISE AND PROCEED (see below)

A revised plan addressing the Committee comments and revisions must be submitted for Off-Agenda Review and approval prior to submitting for building permits or discretionary actions.

Submit plans for a building permit.

Your plans must be reviewed by:

City Council Planning Commission

Parcel Map Committee

Other: _____

ADDITIONAL COMMENTS:

If you have any questions or comments, please contact Steven Sopp at ssopp@tulare.ca.gov or by phone at (559) 684-4216.



COMMUNITY & ECONOMIC DEVELOPMENT

TO: Planning Division - File

FROM: Community and Economic Development – Planning Division

MEETING DATE: August 28, 2019

PROJECT: SP1973 – Bardsley Retail Center

PROJECT LOCATION: Southwest corner of Bardsley Avenue and Mooney Blvd. (APNs 182-060-053, 054 & 055)

APPLICANT: Chelsey Marderosian Skooglund

The Planning Division recommends the following Site Plan Review Status for the subject project:

- Resubmit: Additional Information Required, Redesign Required
 Revise and Proceed, comply with comments below
 Proceed, comply with comments below

Applications:

Lot Line Adjustment / Merger Application: The current configuration of the project site consists of 3 separate parcels. One of the proposed retail buildings would be built across property lines. A lot line adjustment or merger is required to be filed and recorded prior to issuance of building permits in order to avoid buildings being built across property lines.

Sign Permit Application: A sign permit application will be required at the time of submittal for building permit when signage is established for the proposed uses.

General Plan:

Site is designated Community Commercial within the City adopted General Plan. The proposed use is consistent with the City adopted General Plan.

Zoning Use:

The proposed site is zoned C-3 (Retail Commercial). The proposed use is a permitted use within the C-3 zone. The proposed use is subject to the requirements of Chapter

10.52 – Retail Commercial District and 10.60 Commercial District Design Guidelines of the City of Tulare’s zoning ordinance.

Conditions/Comments

1. All requirements of Title 10 shall be met.
2. Approval does not authorize any deviation from Fire and Building Codes.
3. Applicant to demonstrate compliance with 5% minimum landscaping requirement for each project.
4. Landscaping shall be required in accordance with the requirements combined in Chapter 10.196, Landscaping.
5. Parking lot to comply with City of Tulare Parking Standards. The City of Tulare Municipal Code requires parking stalls to be 20 ft. in length. Please note that current parking meets requirements for the overall project. However, if additional restaurant uses are proposed, additional parking will be required to be provided as part of phase 2.
6. Per Chapter 10.196.070 All parking lots with a capacity of 20 cars or more shall contain shade trees, which within ten years from installation, shall shade 50% of the parking lot. All surfacing on which a vehicle can drive is subject to shade calculation, including parking stalls, drive aisles, and all maneuvering areas. Guidelines for shade calculations and a list of approved parking lot trees are contained in the Parking Lot Tree Shading Design Manual. (50% parking lot tree shading requirement shall be required for existing paved parking area on-site).
7. A 7 ft. tall block wall shall be provided along the southern property line adjacent to the residentially zoned parcels to the south.
8. Application will be routed to the Tulare Irrigation District for review and comment.



SITE PLAN REVIEW COMMENTS

Engineering Department

Michael W. Miller, City Engineer

TO: Planning Division

FROM: Engineering Division

MEETING DATE: 8/28/2019

PROJECT: Site Plan Review Application No.: SP 1973 (Mooney & Bardsley Retail Center)

PROJECT LOCATION: SWC of Mooney Blvd and Bardsley Avenue

OWNER/DEVELOPER: Marderosian Family Limited Partnership

The Engineering Division recommends the following Site Plan Review Status for the subject project:

- Resubmit: Additional Information Required, Redesign Required
 Revise and Proceed, comply with comments checked below

Engineering Comments:

1. The development is required to install the full paved width of Durango Street (36 feet from curb face to curb face) and the southeast and southwest curb returns at the intersection of Bardsley Avenue and Durango Street. The development can either shift the street alignment to the east, or work with the adjacent property owners to maintain the existing Durango Street alignment. The developer shall install curb, gutter, and sidewalk on the east side of Durango Street along the project's frontage. The developer shall also install curb and gutter along the west side of Durango Street and then transition to an AC dike to match existing starting at a location approved by the City Engineer.
2. Development shall construct a 10-foot wide concrete pedestrian trail along east edge of Parcel 4 of Parcel Map No. 4840. The proposed trail shall be located within the existing 25 foot wide irrevocable offer of dedication to the City of Tulare for Public Trail Purposes and shall connect to the existing trail located south of the project site. The developer shall construct a chain link fence matching the existing along the east edge of the trail and install trail lighting, landscaping and irrigation per City requirements.
3. The proposed pedestrian trail is located adjacent to existing SCE overhead powerlines. A "Request for Consent" letter from SCE or an easement in favor of SCE for the proposed trail improvements will be required. All costs associated with the "Request for Consent" or SCE easement shall be the responsibility of the project.
4. Provide cross sections of Bardsley Avenue and Durango Street (one cross section on Durango Street near Bardsley Avenue and one at the reduced street width to the south) on the Site Plan. Cross sections shall include (at a minimum) dimensions from right-of-way (ROW) to ROW, dimensions from ROW to landscape lot (if applicable), dimensions from ROW to section line (if applicable), dimensions from

ROW to curb face, dimensions from curb face to sidewalk, sidewalk width, and median width and location with respect to section line (if applicable).

5. Show radius of proposed horizontal curves on Durango Street.

General Engineering Comments:

6. All required engineering plans and calculations shall be prepared by a registered civil engineer. Any elevations shown on plans required for the subject development shall be based on the official City of Tulare datum. The Engineer shall provide three (3) copies of each improvement plan set submitted to the City of Tulare for checking. All public improvements shall be on 24" x 36" sheets, in a plan/profile format at a scale of 1"=50' or larger. Private on-site improvements may be plan-view only format, and may be on sheet sizes consistent with the rest of the on-site construction plans. Following approval of the improvement plans, the Engineer shall provide the City of Tulare with two reproducible plan sets. This shall be done prior to scheduling any pre-construction conferences or commencing any improvements.
7. Any work to be done within the City street rights-of-way requires an encroachment permit issued by the Engineering Department, and shall be done under the inspection of the City Public Works Inspector. All contractors working within City street rights-of-way shall possess a valid City of Tulare business license. Separate encroachment permits are also required from the following agencies for work within their rights-of-way or on their facilities: ■ SCE: Existing easement along canal, ■ Tulare Irrigation District.
8. 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.
9. 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.
10. Existing curb and gutter, driveway approaches, sidewalk and ramped curb returns shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels.
11. New City standard sidewalk shall be constructed as indicated below. For adjacent sidewalk pattern, sidewalk shall transition behind driveway approaches and maintain a minimum width of 4 feet while doing so. The maximum slope adjacent to the back of any public sidewalk shall not exceed 5:1 for the first 5 feet. For areas located within a Landscape and Lighting District, the maximum slope between the back of the sidewalk and the wall or fence shall not exceed 10:1.

<u>Street Frontage</u>	<u>Configuration</u>	<u>Sidewalk Width (ft)</u>
Bardsley Avenue	Adjacent to Curb	6 feet
Durango Street	Adjacent to Curb	6 feet

12. New City standard ramped curb returns and/or pedestrian ramps shall be installed at the southwest and southeast corner of Bardsley Avenue and Durango Street.

13. New City standard driveway approach(es) shall be constructed at: locations shown on the approved site plan.

14. The following minimum street improvements are required:

- a. Full paveout from lip of gutter to the existing edge of pavement along the project's frontages of Bardsley Avenue. An approach taper per the City Engineers requirements for eastbound traffic on Bardsley Avenue turning onto Durango Street will be required.

Roadway structural section design shall be based upon the results of "R" Value tests at locations approved by the City Engineer, and the design criteria provided below:

<u>Roadway</u>	<u>Classification, Design T.I.</u>
Bardsley Avenue	Major Arterial, T.I. = 10.5
Durango Street	Local Street, T.I. = 5.0

15. On-site A.C. pavement design shall be based upon the results of "R" Value tests at locations approved by the City Engineer, and the following traffic index requirements: 4.0 for parking areas, 4.5 for travel lanes, and 6.5 for truck routes (including solid waste collection vehicles).

16. Street Lights (Standard Concrete Marbelite Pole) shall be installed at locations designated by the City Engineer, and shall comply with the following general requirements:

■ LED, SCE Owned/Maintained on a metered service. Design of the LED street lighting system shall be approved by City Engineer. The following street lights are required on roadways as follows:

31-watt LED, 4,000 lumen, 4,000 kelvin with 26-ft pole height and 6-ft mast arm: Durango Street.

71-watt LED, 8,500 lumen, 4,000 kelvin with 31-ft pole height and 6-ft mast arm: Bardsley Avenue.

17. Street name signs, traffic control signs, pavement delineation and/or pavement markings shall be installed as required by the City Engineer.

18. The following right-of-way dedications are required for street/alley purposes:

- a. 20' property corner radius: southeast corner of Bardsley Avenue and Durango Street.
- b. Street: As needed to accommodate a 56 foot (right-of-way to right-of-way) local street along the Durango Street alignment.
- c. Trail: As needed.

19. The proposed development shall incorporate the following bicycle/pedestrian facilities: Bicycle rack.

20. Project trip generation data based upon the ITE Trip Generation Manual is required. A Transportation Impact Study identifying the project impacts and proposed mitigation measures may be required as a condition of project approval, and shall be subject to the approval of the City Engineer. Traffic impact studies shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. Traffic impact studies shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating project impacts to existing roadway facilities, traffic impact studies shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments (TCAG), and shall specifically address the project impacts and any appropriate mitigations to facilities identified by the City Engineer.

21. All costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements shall be the responsibility of the project. All utility lines, including but not limited to electric, communications, street lighting and cable television,

shall be required to be placed underground in accordance with Section 8.24.160 (B) 3 of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the bonding provided for the project.

22. Fire hydrants and fire suppression systems shall be provided as required by the City of Tulare Fire Marshall. The proposed development shall demonstrate that sufficient flows are available to support the required improvements. All points of connection to the City water system are subject to the approval of the City Engineer.
23. The proposed development shall install water services with back flow devices, as approved by Planning and Building. Water sizing calculations shall be provided at time of building permit application. Domestic and landscaping services shall be separate metered services using the make and model of meter specified by the City of Tulare Public Works Department. No substitutions are allowed.
24. Existing water wells shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.
25. The proposed development shall be responsible for the following sanitary sewer main extensions and connections: Durango Street.
26. The proposed development shall connect to City sewer. If service from an existing lateral is proposed, said lateral shall be exposed for inspection by the Public Works Inspector and upgraded to current City standards if found to be broken or substandard.
27. A sewer monitoring station, oil/water separator and/or grease interceptor shall be installed as required by the wastewater manager.
28. Existing septic tanks shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.
29. A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is required not required.
A letter verifying that lot grading was completed according to the approved grading / drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of any final occupancy permits or notice of completion for public improvements. The Engineer or Architect shall affix their stamp and seal to the letter.
30. All unused culverts and irrigation lines shall be abandoned and plugged in a manner acceptable to the City Engineer.
31. A trash enclosure is required and shall be shown on the improvement drawings. The type, location and orientation of the enclosure shall be subject to the approval of the Solid Waste Division Manager. For doublewide enclosures, separate bins are required for solid and recyclable waste, and identification signing shall be posted adjacent to all points of direct access. The wording of the signing shall be clear and concise, and shall identify all materials accepted in the recycling bin.
32. A Public Works Inspection Fee is required prior to the construction of improvements.
33. A landscaping plan subject to the review and approval of the Director of Parks and Community Services shall be provided. Approval of the landscaping plan is required prior to approval of engineering improvement plans by the City Engineer. All existing trees that conflict with proposed improvements shall be removed to a depth of two (2) feet below proposed finish grade.
34. If applicable, existing irrigation ditches and/or canals shall be piped, developed into a trail, or relocated outside the project boundaries per the direction of the City Engineer and affected irrigation district. Related irrigation facilities shall be subject to the same requirements for piping or relocation.

35. In conformance with the City of Tulare's adopted air pollution control measures, a sign instructing delivery vehicle drivers to turn off their vehicle's engine while making deliveries shall be prominently posted at the location where deliveries are received.
36. Fugitive dust shall be controlled in accordance with the applicable rules of the San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City.
37. If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application shall be provided to the City.
38. If the project meets the one acre of disturbance criteria of the States Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is required. A copy of the approved permit and the SWPPP shall be provided to the City. In situations where the project is not covered under the General Permit, storm water pollution control shall be implemented per the requirements of the City's Municipal Separate Storm Sewer System (MS4) permit.
39. 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.
40. 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:
 - Sewer front foot charges of \$TBD per front foot for frontages on Bardsley Avenue.
 - Water front foot charges of \$ 17.50 per front foot for frontages on Bardsley Avenue and Durango Street.
 - Benefit district creation fee (if applicable): \$ 1,008.19 per district.
 - Engineering inspection fee based on a percentage of the estimated cost of construction.
 - Development impact fees to be paid with building permit.
 - Engineering plan check fee to be paid at time of plan submittal.

Prepared By: Jan Bowen, Engineering Department

**TULARE FIRE DEPARTMENT
FIRE PREVENTION BUREAU**

The Fire Prevention Bureau conveys the following site plan comments for SP 1973, Mooney & Bardsley Retail Center:

1. The project must comply with all of the latest applicable codes.
2. Based on the occupancy classification and square footage of building #A (Restaurant A-3) an automatic fire sprinkler system *shall* be required.
3. All valves controlling the water supply for the automatic fire sprinkler systems and water-flow switches on all fire sprinkler systems shall be electronically monitored where the number of sprinkler heads exceeds 20.
4. For automatic fire sprinkler systems, underground plans must be submitted along with the above ground plans. *A fire hydrant will be required within 50 feet of the Fire Department Connection.* The project **must** meet the minimum fire flow requirements per the California Fire Code.
5. Additional fire hydrants shall be required. Fire hydrant spacing shall be as follows:
 - a. **Commercial development**, hydrants shall be installed at **300-foot** intervals.
6. An approved water supply for fire protection *shall* be made available prior to combustible materials arriving on the site.
7. An approved fire apparatus access roads shall be provided for every facility, building or portion of a building constructed or moved into or within the City of Tulare. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility. The road shall be a minimum of 20' wide and have a minimum height clearance of 13'6"
8. All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.
9. The Fire Code Official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code.
10. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City standards.
11. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the Fire Code Official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the Fire Code Official. An application is available at www.knoxbox.com using the department search, *Tulare Cit.*
12. All buildings shall be provided with approved address identification. Numbers and letters shall be on contrasting backgrounds and be a minimum of 4" high.
 - a. Building A, will require a Knox box.

Ryan Leonardo, Fire Marshal
August 30, 2019

Solid Waste Division
Solid Waste & Recycling Service
 Art Avila, Solid Waste Manager
 Office: 559-684-4326 Fax: 559-685-2378
 aavila@tulare.ca.gov



SITE PLAN

Location: 2173 East Bardsley
 Name: Mooney and Bardsley Retail Center
 Date: 9/11/2019
 Plan #: SP 1973

TYPE OF SERVICE

Commercial Residential Roll Off Mandatory Recycling / Composting

- Revisions required prior to submitting final plans. SEE COMMENTS ATTACHED .

- Customer responsible for setting can's out for service by 6:00 am and removing can's from curb, gutter, or alley on the same day after serviced. Customer is responsible for any violations.

- Mandatory Commercial Recycling AB 341. All Commercial Businesses and Multi Family customers must have a blue recycle Bin, Roll Off, or Can for clean paper, cardboard, cans, bottles etc.

- Customer is required to flatten, breakdown all cardboard and other bulky recyclables in blue containers
 Customer is responsible for any contamination in containers and all fines and charges resulting from contaminated recyclables.

- Mandatory Food Waste and Compost Recycling AB 1826. Green 96 gallon containers for yard waste/food scraps required.
 Additional storage area attached to enclosure to store up to 3-96 gallon cans as option shown on enclosure specs is required.

- A concrete slab/apron is required in front of enclosure as shown in enclosure specifications. The apron shall be the width of the enclosure by 10 feet in front and be a minimum of eight inches thick to withstand truck weight.

- All refuse enclosures must be Double Wide by City Standards. Tripple wide for restaurants or Cafeterias

- Location of bin enclosure not acceptable. See comments attached.

- Bin enclosure is not to city standards double or tripple.

- Inadequate number of Trash/Recycling containers to provide sufficient service. See comments attached.

- Drive approach too narrow for refuse truck access. See comments below.

- Area not adequate for allowing refuse truck turning radius of :
 Commercial () 50 ft. outside 36 ft. inside; Residential () 50 ft. outside, 36 ft. inside.

- Paved areas should be engineered to withstand a 60,000 lb. refuse truck.

- Enclosure gates are (X) required () optional. () Lockable
 (Gates and poles to be constructed as shown in City of Tulare enclosure specifications.)

- Gates shall be equipped with heavy duty hinges and cane bolts/sleeves attached to hold the gate in the open and closed positions. **Gate shall shall open 180 degrees from closed position.**

- Hammerhead turnaround must be built per city standards.

- All bin enclosures are for city refuse containers only. Grease drums or any other items or equipment are not allowed to be stored Inside any trash/recycling/compost enclosures.

- Area in front of refuse enclosure must be marked off indicating "No Parking"

- All Enclosure will have to be designed and located for a STAB service **(Direct Access)(No Roll Out)**

- Customer will be required to roll container out to curb/alley for service.

Section 7.16.040 of the Tulare Municipal Code prohibits private companies/haulers from providing refuse services without authorization. Roll Off services for construction and demolition, recycling, compost or green waste and metal are to be provide by the City of Tulare Solid Waste Division. Any Private Roll Off companies/haulers used must be listed on the Board of Public Utilities City Resolution Approved Authorized Haulers List, Resolution No. 18-07. Commercial Front Load Bin service in the City of Tulare is provided exclusively by the City of Tulare Solid Waste Division only as per Municipal Code (No Exceptions).

Comments: As discussed at the last site plan meeting the enclosure to the east near Taco Bell is to be angled a little more for direct access and the enclosure to the west the exit space between the two islands may not be adequate enough space for the trash truck to exit safely.

INTEROFFICE MEMORANDUM

TO: Development Services Division

FROM: Parks Division

SUBJECT:

DATE:

The main objectives of the City of Tulare's Landscaping Ordinance include conserving water through the selection of plants consistent with Tulare's Mediterranean climate; design of water efficient landscapes; and to enhance the aesthetic appearance of the city by promoting development that is well landscaped, properly irrigated and effectively maintained.

All projects that require a landscaping and irrigation plan pursuant to this chapter shall comply with the following development standards.

(A) General standards.

(1) All landscape development over 500 square feet (new) or 2,500 square feet (rehabilitated) that requires a permit, plan check or design review shall meet the water efficiency and site design requirements detailed in other sections of this chapter. The project applicant, and owner (if different) shall sign the Landscape Documentation Package as required in § [10.196.060\(B\)\(1\)\(i\)](#).

(2) All exterior areas not devoted to parking, storage, driveways, walkways or loading areas shall be landscaped. A minimum of 5% of the gross lot area shall be landscaped, unless the district in which the project is located does not require yard areas in which case only street trees are required.

(3) Landscaping shall be used to screen storage areas, trash enclosures, parking, public utilities and other similar elements. The landscaping shall screen these elements within three years of installation.

(4) Planting and irrigation shall conform to the water use efficiency sections of this code in such a manner that the site-wide estimated total water use (ETWU) will be less than the maximum applied water allowance (MAWA). Landscape plans shall document compliance with the ordinance by submitting a Landscape Documentation Package and providing supporting documentation as required in the ordinance.

(5) All landscaping on city-owned property shall conform to city landscaping and irrigation standards including the City of Tulare Recreation, Parks and Library Department Improvements Standards; City of Tulare Parking Lot Tree Shading Design and Maintenance Guidelines; area specific plans and other applicable documents, as may be updated from time to time.

(6) Certain landscapes (see § [10.196.040](#)) are exempt from the water efficiency documentation requirements of this section. These landscapes must still comply with the development standards in § [10.196.070](#) as much as is practical.

(B) Trees.

(1) Fifteen-gallon street trees shall be planted in the right-of-way along all public streets. The number of street trees required shall be determined by dividing the total street frontage measured at the property line by 30. Round

up to whole trees. Actual spacing of trees can vary to accommodate driveways, buried and overhead utilities and other obstructions. Trees shall be spaced at reasonable mature canopy width.

(2) Street tree location can be in the landscape parkway between the curb and sidewalk, in tree wells if approved in the site plan, or on the property-side of the sidewalk as appropriate for the particular situation. The species selection shall respect the available root area in the planting zone.

(3) The front, rear and side setbacks facing public streets shall be planted with trees and shrubs to provide an attractive buffer between the building and/or parking and the adjacent roadways and shade for walks and parking lots.

(4) Trees in the setback area, yards and around the parking lot shall be 15 gallon or larger.

(5) Trees planted near sidewalks, curbs or other hardscape shall be appropriately sized for the root area of the trees and shall be irrigated on a dedicated irrigation valve. If the center of the trunk of the tree is within eight feet of a curb, sidewalk, building, trash enclosure or other hardscape improvement the tree shall be installed with an 18-inch by 10-foot root barrier installed in a linear fashion adjacent to the concrete improvement.

(6) Trees shall be planted in locations where they do not interfere with service lines, basic property rights of adjacent owners, or the right of solar access.

(C) *Shrubs.*

(1) Shrubs and living ground covers shall be used in the city right-of-way in lieu of turf. Spacing of shrubs shall not exceed 120% of the mature size stated for the shrubs in the current edition of the Sunset Western Garden Book.

(2) Front, side and rear setback areas that abut public streets shall be planted with a combination of shrubs, groundcovers and mulches in such a manner that the landscape meets the water efficiency requirements elsewhere in this section.

(3) Shrubs and ground covers in setbacks shall be spaced at no more than 120% of the mature size stated in the current edition of the Sunset Western Garden Book.

(4) Unplanted mulch areas may comprise no more than 30% of the planter area. Tree canopy over unplanted mulch areas is encouraged.

(5) Fifty of the shrubs and ground covers shall from be five-gallon containers or larger, the remainder shall be from one-gallon containers.

(6) Vines that self-cling shall be planted on all frontage masonry walls for graffiti control.

(D) *Turf.*

(1) Turf (as defined in § 10.196.030) is only allowable in cases where the water budget will demonstrate that adequate irrigation water is available.

(2) Concrete mow strips shall separate all turf areas from planter beds on city-owned property.

(3) Turf beds shall be a minimum of ten feet in width unless irrigated with subsurface irrigation; turf may not be used in storm drainage ponds with slopes steeper than 1:6 or on mounds or berms with slopes steeper than 1:8, except as provided for by the Recreation and Parks Department.

(4) Use of artificial turf on city-owned property may be used subject to approval by the Recreation and Parks Director.

(E) *Irrigation.*

(1) All components of the irrigation system and the irrigation design must meet the water efficiency requirements elsewhere in this section, including:

(a) Low-volume systems (drip, low volume sprays, or individual bubblers) shall be used whenever feasible. In city-owned shrub areas low-volume irrigation shall be installed using hard pipe underground with low volume sprays or bubblers above grade.

(b) Irrigation for sports turf and recreational turf may use overhead irrigation subject to the restrictions elsewhere in this chapter.

(c) All irrigation systems shall be equipped with an automatic Smart-controller with ET sensing, weather-sensing and with multiple cycle capabilities and a flexible calendar program.

(d) Plants shall be grouped into hydro zones of like water requirements.

(e) Sprinkler heads must have matched application rates within each control valve.

(f) Sprinkler head spacing shall be designed for head-to-head coverage and placed at a maximum of 50% of the diameter of throw for square spacing and 60% for triangular spacing.

(g) Overhead sprays shall not throw water onto hardscape, bare ground areas, or other non-planted areas, including sidewalks between landscaped areas. Irrigation water must stay in landscape areas and not drain off to storm drains or gutters.

(h) Pop-up sprinklers must have a six-inch pop-up height and must clear all plant material and obstacles in their throw zone.

(i) Automatic rain shut-off devices shall be required on all irrigation systems.

(j) One valve shall be dedicated to tree irrigation and shall be able to run independently of any other irrigation valve.

(F) *Mulch.*

(1) As required elsewhere in this chapter, a minimum of three inches of mulch is required in all non-turf planters.

(2) Mulch may be organic (such as bark, compost or straw) or mineral (such as cobble or decomposed granite).

(3) Mulch on city-owned property must be course ground cedar or redwood bark product. Dyed products are prohibited.

(4) Plastic or other non-porous sheeting is prohibited in city-owned and landscape and lighting District planters and discouraged elsewhere.

(G) *Mounding.*

(1) Mounds that contain turf or groundcover shall be no steeper than 1:8 and 1:5, respectively. Slopes steeper than 1:8 may contain shrubs if this material is irrigated with a drip or other low-volume system.

(2) Incorporate compost into the mounds prior to compaction per § [10.196.063\(A\)\(3\)](#). Mounds shall be compacted prior to planting.

(H) *Corner lots.* Landscape and irrigations plans for any development involving corner lots at project entries shall include additional special design requirements, including but not limited to the following:

(1) Incorporate significant landscape or hardscape feature, including specimen trees; wall breaks, angled walls or walls with different material treatment; special signing or lighting or statue.

(2) Specimen trees.

(3) Corner landscape and irrigation plans shall be designed so that proper sight lines across the corner are maintained consistent with the Traffic Safety Sight Area as defined in § 10.212.030 (Definitions).

(I) *Walls*. Plans for development project walls facing public streets should include the following special design requirements, including but not limited to the following:

(1) Wall material should vary. Caps, pilasters or corner segments of the wall should vary in appearance from the primary portion of the wall.

(2) Masonry walls shall be planted with vines in order to soften the appearance of the wall and discourage graffiti.

(3) Non-masonry fences facing public streets or property shall be set back from the back of walk a minimum of three feet and planted with shrubs or other plant materials.

(J) *Parking lots*. Parking lot plans for nonresidential developments serving 20 parking stalls or greater should include the following design requirements. These requirements will promote an attractive visual environment, promote a transition between land uses, reduce energy consumption in buildings adjacent to parking lots, and decrease glare and high summer temperatures community-wide by reducing the amount of exposed pavement.

(1) A combination of landscaping and/or low walls and/or mounding shall be installed between the parking lot and the street to screen the parking lot from view from the public right-of-way.

(2) All parking lots with a capacity of 20 cars or more shall contain shade trees, which within ten years from installation, shall shade 50% of the parking lot. All surfacing on which a vehicle can drive is subject to shade calculation, including parking stalls, drive aisles, and all maneuvering areas. Guidelines for shade calculations and a list of approved parking lot trees are contained in the Parking Lot Tree Shading Design Manual.

(3) For each ten parking spaces, a minimum of one 15-gallon or larger shade tree shall be installed, but more may be required to meet the 50% shading requirement. Trees shall be contained in tree wells or planters with an outside measurement of not less than five feet by five feet that are enclosed with a concrete curb not less than six inches high. Continuous planting islands between rows of cars are encouraged to allow for multiple tree plantings and increased soil volume for tree roots.

(4) Shade trees planted within a parking lot should be evenly distributed throughout the lot.

(5) Shrubs and trees shall be planted in locations that do not conflict with the front of cars that extend into a planter area. If within eight feet of the curb, trees shall be located aligned with parking lot stripes and shall be provided with root barriers as in division (B)(5) above.

A complete copy of the City's landscape standards may be viewed on-line at www.ci.tulare.ca.us. If there are questions regarding the above requirements or how they impact the specific project, please contact the City of Tulare, Recreation and Parks Department at 559-684-4310.

RECORDING REQUESTED BY:

CITY OF TULARE

AND WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE FOR RECORDER'S USE

Grant Deed in Fee Interest

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE

- City of Tulare Parcel No.: APN 182-060-056 & 057
- Computed on full value of interest or property conveyed, or
- Computed on full value less value liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein described real property,

MB Developers, LLC ("Grantor")

Hereby GRANT(S) in fee interest to the **City of Tulare, a Municipal Corporation** ("Grantee"), for the real property in The City of Tulare, County of Tulare, State of California, described as follows:

SEE ATTACHED **EXHIBIT 'A'** FOR LEGAL DESCRIPTION AND **EXHIBIT 'B'** FOR PLAT.

Date: 4/23/20

Grantor: MB Developers, LLC

By: Chelsey Marderosian Skooglund
Chelsey Marderosian Skooglund, Project Manager

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~~) S.S.
Fresno

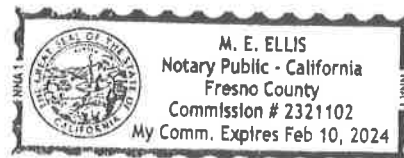
On April 23, 2020 before me, M.E. Ellis
Notary Public, personally appeared Chelsey Marderosian Skooglund

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.

M.E. Ellis
Signature of Notary Public



(Seal)

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19091.1
February 13, 2020

RIGHT OF WAY DEDICATION

Being a portion of Parcels 1 and 2 of Lot Line Adjustment No. 250, recorded February 6, 2020, as Document No. 2020-0007769, O.R.T.C.R, and situated in a portion of the N/2 of the NE/4 of Section 13, Township 20 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 1;
Thence North 89°27'58" East 89.82 feet along the north line of said Parcel 1 to a point of cusp and a curve concave to the southeast and having a radius of 20.00 feet, a radial line through said point bears South 00°32'02" East;
Thence southwesterly along said curve 31.16 feet through a central angle of 89°16'19";
Thence South 00°11'39" West 80.47 feet to the beginning of a tangent curve concave to the west and having a radius of 553.00 feet;
Thence southwesterly 116.03 feet along said curve through a central angle of 12°01'17" to the beginning of a reverse curve concave to the southeast and having a radius of 497.00 feet;
Thence southwesterly along said curve 104.33 feet through a central angle of 12°01'40";
Thence South 00°11'16" West 154.44 feet to the south line of said Parcel 2;
Thence South 89°30'53" West 47.00 feet along said south line to the southwest corner thereof;
Thence North 00°11'16" East 254.35 feet along the west lines of said Parcels 1 and 2 to the beginning of a non-tangent curve concave to the southeast and having a radius of 553.00 feet, a radial line through which point bears South 79°27'40" East;
Thence northeasterly along said curve 16.18 feet through a central angle of 01°40'36" to the beginning of a reverse curve concave to the west having a radius of 497.00 feet;
Thence northeasterly along said curve 104.28 feet through a central angle of 12°01'17";
Thence North 00°11'39" East 79.25 feet to the beginning of a tangent curve concave to the southwest having a radius of 20.00 feet;
Thence northwesterly 25.39 feet along said curve through a central angle of 72°43'47";
Thence North 00°11'16" East 0.98 feet to the POINT OF BEGINNING.

CONTAINING 24,777 SQUARE FEET OR 0.57 ACRES, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO.



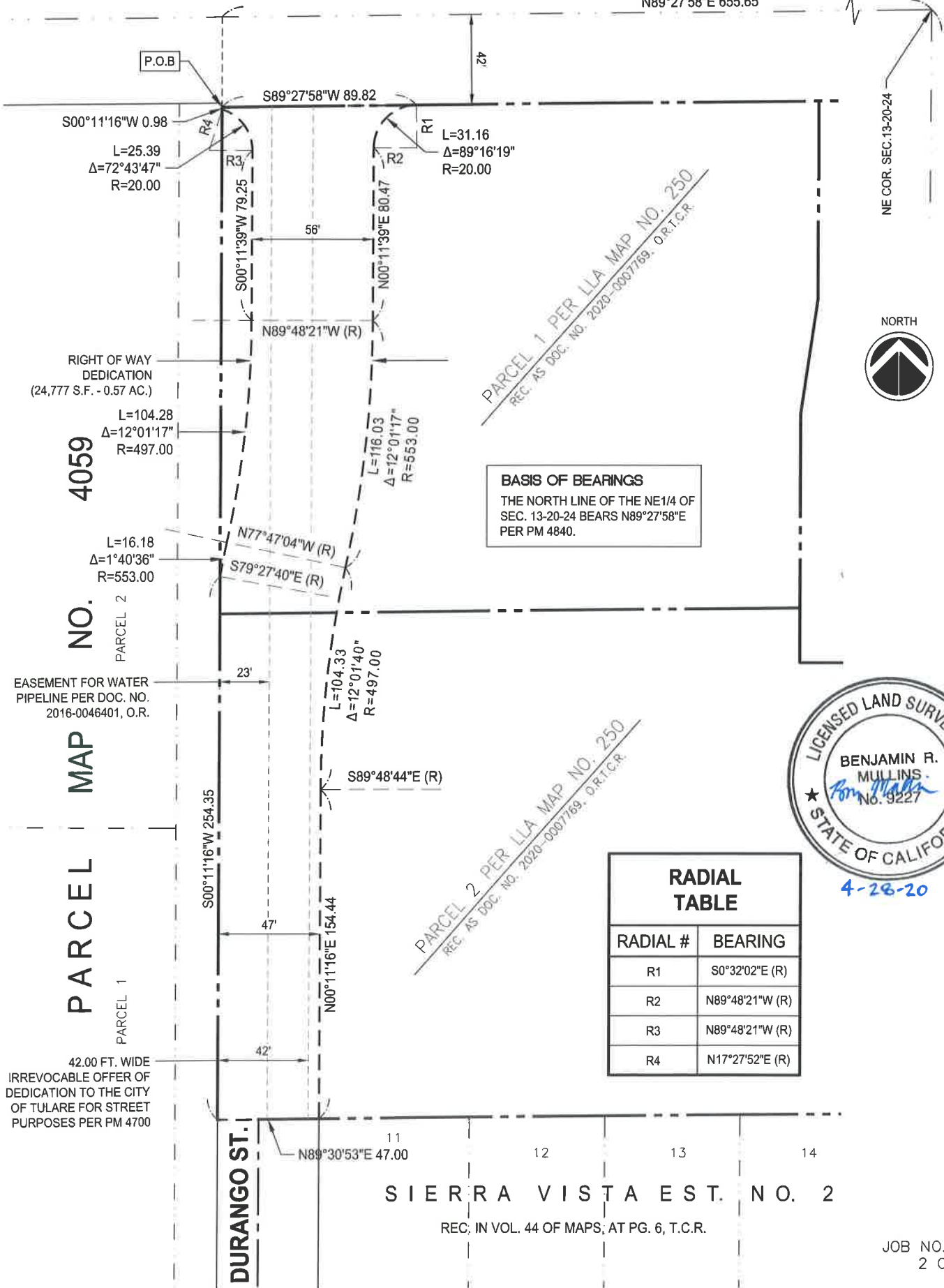
4-28-20

EXHIBIT B

BARDSLEY AVE.

SCALE: 1" = 60'

BASIS OF BEARINGS
N89°27'58"E 655.65



4059

NO.

PARCEL MAP

PARCEL 1

PARCEL 2

RIGHT OF WAY DEDICATION (24,777 S.F. - 0.57 AC.)

EASEMENT FOR WATER PIPELINE PER DOC. NO. 2016-0046401, O.R.

42.00 FT. WIDE IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF TULARE FOR STREET PURPOSES PER PM 4700

BASIS OF BEARINGS
THE NORTH LINE OF THE NE 1/4 OF SEC. 13-20-24 BEARS N89°27'58"E PER PM 4840.

RADIAL TABLE	
RADIAL #	BEARING
R1	S0°32'02"E (R)
R2	N89°48'21"W (R)
R3	N89°48'21"W (R)
R4	N17°27'52"E (R)



SIERRA VISTA EST. NO. 2

REC. IN VOL. 44 OF MAPS; AT PG. 6, T.C.R.



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** for street dedication dated April 23, 2020, from **MB Developers, LLC**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **May 19, 2020**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant Deed**.

CITY OF TULARE

By: _____
Rob Hunt
City Manager

ATTEST:

Chief Deputy City Clerk

RECORDING REQUESTED BY:

CITY OF TULARE

AND WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE FOR RECORDER'S USE

Grant Deed in Fee Interest

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE

- City of Tulare Parcel No.: APN 182-060-056
- Computed on full value of interest or property conveyed, or
- Computed on full value less value liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein described real property,

MB Developers, LLC ("Grantor")

Hereby GRANT(S) in fee interest to the **City of Tulare, a Municipal Corporation** ("Grantee"), for the real property in The City of Tulare, County of Tulare, State of California, described as follows:

SEE ATTACHED **EXHIBIT 'A'** FOR LEGAL DESCRIPTION AND **EXHIBIT 'B'** FOR PLAT.

Date: 4/23/20

Grantor: MB Developers, LLC

By: Chelsey Marderosian Skooglund
Chelsey Marderosian Skooglund, Project Manager

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~~ Fresno S.S.
vme-v

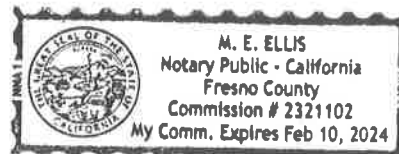
On April 23, 2020 before me, M.E. Ellis
Notary Public, personally appeared Chelsey Marderosian Skooglund

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.

M. E. Ellis
Signature of Notary Public



(Seal)

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19091.1
February 13, 2020

OUTLOT LEGAL DESCRIPTION

Being a portion of Parcel 1 of Lot Line Adjustment No. 250, recorded February 6, 2020, as Document No. 2020-0007769, O.R.T.C.R, and situated in a portion of the N/2 of the NE/4 of Section 13, Township 20 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 1;
Thence South 00°11'16" West 0.98 feet along the west line of said Parcel 1 to the TRUE POINT OF BEGINNING, said point being on the west line of the future right of way alignment of Durango Street and the beginning of a non-tangent curve concave to the southwest and having a radius of 20.00 feet, a radial line through which point bears South 17°27'52" West;
Thence along the west line of said future right of way alignment through the following courses:

Southeasterly along said curve 25.39 feet through a central angle of 72°43'47";
South 00°11'39" West 79.25 feet to the beginning of a tangent curve concave to the west having a radius of 497.00 feet;
Southwesterly along said curve 104.28 feet through a central angle of 12°01'17" to the beginning of a reverse curve concave to the southeast having a radius of 553.00 feet, a radial line through which point bears South 77°47'04" East;
Southwesterly along said curve 16.18 feet through a central angle of 01°40'36" to the west line of said Parcel 1;

Thence North 00°11'16" East 217.73 feet along said west line to the TRUE POINT OF BEGINNING.

CONTAINING 2,415 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO.



EXHIBIT B

BARDSLEY AVE.

SCALE: 1" = 60'

BASIS OF BEARINGS
N89°27'58"E 655.65

NE COR. SEC. 13-20-24

NORTH



P.O.C.
S00°11'16"W 0.98
T.P.O.B.
L=25.39
Δ=72°43'47"
R=20.00

N00°11'16"E 217.73
S00°11'39"W 79.25

N89°48'21"W (R)

OUTLOT
(2,415 S.F.)

4059

MAP NO.

PARCEL 2

PARCEL 1

L=104.28
Δ=12°01'17"
R=497.00

L=16.18
Δ=1°40'36"
R=553.00

S77°47'04"E (R)

S79°27'40"E (R)

BASIS OF BEARINGS
THE NORTH LINE OF THE NE 1/4 OF
SEC. 13-20-24 BEARS N89°27'58"E
PER PM 4840.

PARCEL 1 PER ILLA MAP NO. 250
REC. AS DOC. NO. 2020-0007769, O.R.T.C.R.



42.00 FT. WIDE
IRREVOCABLE OFFER OF
DEDICATION TO THE CITY
OF TULARE FOR STREET
PURPOSES PER PM 4700

EASEMENT FOR WATER
PIPELINE PER DOC. NO.
2016-0046401, O.R.

42'

23'

47.00

RADIAL TABLE	
RADIAL #	BEARING
R1	S17°27'52"W (R)
R2	S89°48'21"E (R)

DURANGO ST.

11 12 13 14
SIERRA VISTA EST. NO. 2

REC. IN VOL. 44 OF MAPS; AT PG. 6, T.C.R.



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** for outlot dedication dated April 23, 2020, from **MB Developers, LLC**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **May 19, 2020**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant Deed**.

CITY OF TULARE

By: _____
Rob Hunt
City Manager

ATTEST:

Chief Deputy City Clerk

RECORDING REQUESTED BY:

CITY OF TULARE

AND WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE FOR RECORDER'S USE

Grant of Easement

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE

- City of Tulare Parcel No.: APN 182-060-056 & 057
- Computed on full value of interest or property conveyed, or
- Computed on full value less value liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein described real property,

MB Developers, LLC ("Grantor")

Hereby GRANT(S) to the **City of Tulare, a Municipal Corporation** ("Grantee"), an easement for Public Utility purposes over the real property in the City of Tulare, County of Tulare, State of California, described as follows:

SEE ATTACHED **EXHIBIT 'A'** FOR LEGAL DESCRIPTION AND **EXHIBIT 'B'** FOR PLAT.

Date: 4/23/20

Grantor: MB Developers, LLC

By: Chelsey Marderosian Skooglund
Chelsey Marderosian Skooglund, Project Manager

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~~ Fresno) S.S.
m.e.e

On April 23, 2020 before me, M.E. ELLIS

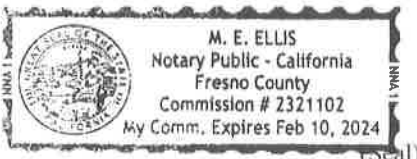
Notary Public, personally appeared Chelsey Marderosian Skooglund

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.

M.E. Ellis
Signature of Notary Public



(Seal)

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19091.1
February 13, 2020

PUBLIC UTILITIES EASEMENT

Being a portion of Parcels 1 and 2 of Lot Line Adjustment No. 250, recorded February 6, 2020, as Document No. 2020-0007769, O.R.T.C.R, and situated in a portion of the N/2 of the NE/4 of Section 13, Township 20 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows:

BEGINNING at the northeast corner of said Parcel 1;

Thence South 00°00'00" West 6.00 feet along the east line of said Parcel 1;

Thence South 89°27'58" West 186.63 feet to the beginning of a tangent curve concave to the southeast having a radius of 14.00 feet;

Thence southwesterly along said curve 21.81 feet through a central angle of 89°16'19"; Thence South 00°11'39" West 80.47 feet to the beginning of a tangent curve concave to the west and having a radius of 559.00 feet;

Thence southwesterly along said curve 117.29 feet through a central angle of 12°01'17" to the beginning of a reverse curve concave to the southeast having a radius of 491.00 feet;

Thence southwesterly along said curve 103.07 feet through a central angle of 12°01'40";

Thence South 00°11'16" West 154.37 feet to the south line of said Parcel 2;

Thence South 89°30'53" West 6.00 feet along said south line to the east line of the future right of way alignment of Durango Street;

Thence along said future right of way alignment through the following courses:

North 00°11'16" East 154.44 feet to the beginning of a tangent curve concave to the southeast having a radius of 497.00 feet;

Northeasterly along said curve 104.33 feet through a central angle of 12°01'40" to the beginning of a reverse curve concave to the northwest and having a radius of 553.00 feet;

Northeasterly along said curve 116.03 feet through a central angle of 12°01'17";

North 00°11'39" East 80.47 feet to the beginning of a tangent curve concave to the southeast having a radius of 20.00 feet;

Northeasterly along said curve 31.16 feet through a central angle of 89°16'19" to the north line of said Parcel 1;

Thence North 89°27'58" East 186.69 along said north line to the POINT OF BEGINNING.

CONTAINING 4,010 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO.



4-28-20

EXHIBIT B

SCALE: 1" = 60'

BASIS OF BEARINGS
N89°27'58"E 655.65

BARDSLEY AVE.

P.O.B.

NE COR. SEC. 13-20-24

NORTH



BASIS OF BEARINGS
THE NORTH LINE OF THE NE 1/4
OF SEC. 13-20-24 BEARS
N89°27'58"E PER PM 4840.

6.00 PUBLIC UTILITIES EASEMENT
(4,010 S.F.)

PARCEL 2 PER LLA MAP NO. 250
REC. AS DOC. NO. 2020-0007769, O.R.T.C.R.



4-28-20

42.00 FT. WIDE
IRREVOCABLE OFFER OF
DEDICATION TO THE CITY
OF TULARE FOR STREET
PURPOSES PER PM 4700

EASEMENT FOR WATER
PIPELINE PER DOC. NO.
2016-0046401, O.R.

4059

NO.

MAP

PARCEL

PARCEL 2

PARCEL 1

L=31.16
Δ=89°16'19"
R=20.00

L=21.81
Δ=89°16'19"
R=14.00

N00°11'39"E 80.47
N00°11'39"E 80.47

L=116.03
Δ=12°01'17"
R=553.00
L=117.29
Δ=12°01'17"
R=559.00

L=104.33
Δ=12°01'40"
R=497.00

L=103.07
Δ=12°01'40"
R=491.00

S00°41'16"W 154.44
N00°11'16"E 154.37

N89°30'53"E 6.00

DURANGO
ST.

11 12 13 14
SIERRA VISTA EST. NO. 2

REC. IN VOL. 44 OF MAPS; AT PG. 6, T.C.R.



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant of Easement** for public utility purposes dated April 23, 2020, from **MB Developers, LLC**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **May 19, 2020**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant of Easement**.

CITY OF TULARE

By: _____
Rob Hunt
City Manager

ATTEST:

Chief Deputy City Clerk

RECORDING REQUESTED BY:

CITY OF TULARE

AND WHEN RECORDED MAIL TO:

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

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

SPACE ABOVE FOR RECORDER'S USE

Grant of Easement

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ NONE

- City of Tulare Parcel No.: APN 182-060-057 & 058
- Computed on full value of interest or property conveyed, or
- Computed on full value less value liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of herein described real property,

MB Developers, LLC ("Grantor")

Hereby GRANT(S) to the **City of Tulare, a Municipal Corporation** ("Grantee"), an easement for Water line purposes over the real property in the City of Tulare, County of Tulare, State of California, described as follows:

SEE ATTACHED **EXHIBIT 'A'** FOR LEGAL DESCRIPTION AND **EXHIBIT 'B'** FOR PLAT.

Date: 4/23/20

Grantor: MB Developers, LLC

By: Chelsey Marderosian Skooglund
Chelsey Marderosian Skooglund, Project Manager

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~~) S.S.
Fresno m.e.e.

On April 23, 2020 before me, M.E. Ellis

Notary Public, personally appeared Chelsey Marderosian Skooglund

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.

M.E. Ellis
Signature of Notary Public



(Seal)

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 19091.1
April 1, 2020

WATER PIPELINE EASEMENT

Being a 20.00 foot wide strip of land situated in Parcels 2 and 3 of Lot Line Adjustment No. 250, recorded February 6, 2020, as Document No. 2020-0007769, O.R.T.C.R., and situated in a portion of the N/2 of the NE/4 of Section 13, Township 20 South, Range 24 East, Mount Diablo Base & Meridian, in the City of Tulare, County of Tulare, State of California, the centerline being more particularly described as follows:

COMMENCING at the northwest corner of said Parcel 2;
Thence South 00°11'16" West 10.00 feet along the west line of said Parcel;
Thence North 89°27'58" East 52.33 feet to the east line of the future right of way of Durango Street and the TRUE POINT OF BEGINNING;

Thence continuing North 89°27'58" East 150.18 feet;
Thence South 00°31'12" East 39.07 feet;
Thence North 89°27'58" East 243.28 feet;

The sidelines of said strip to be lengthened or shortened to terminate at the east line of said future Durango Street right of way.

CONTAINING 8,650 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO.



4-28-20

EXHIBIT B

BARDSLEY AVE.

SCALE: 1" = 60'

N89°27'58"E 655.65

BASIS OF BEARINGS

PARCEL 1 PER LLA MAP NO. 250
REC. AS DOC. NO. 2020-0007769, O.R.T.C.R.

PARCEL 2 PER LLA MAP NO. 250
REC. AS DOC. NO. 2020-0007769, O.R.T.C.R.

PARCEL 3 PER LLA MAP NO. 250
REC. AS DOC. NO. 2020-0007769, O.R.T.C.R.



BASIS OF BEARINGS
THE NORTH LINE OF THE NE1/4 OF
SEC. 13-20-24 BEARS N89°27'58"E
PER PM 4840.

RECIPROCAL EASEMENT FOR INGRESS
- EGRESS AND STORM DRAIN IN FAVOR
OF PARCELS 1, 2, 3 AND 4 PER PM 4840

WATER PIPELINE EASEMENT
APPROXIMATELY 8,650 S.F.

42.00 FT. WIDE
IRREVOCABLE OFFER OF
DEDICATION TO THE CITY
OF TULARE FOR STREET
PURPOSES PER PM 4700

EASEMENT FOR WATER
PIPELINE PER DOC. NO.
2016-0046401, O.R.

FUTURE DURANGO ST. ALIGNMENT

P.O.C.

T.P.O.B.

11 12 13 14 15 16

SIERRA VISTA EST. NO. 2
[REC. IN VOL. 44 OF MAPS, AT PG. 6, T.C.R.]

DURANGO ST.

J:\Jobs\2019\19091.1\Drawings\EXHIBIT-WATER-EASEMENT.dwg
4/1/2020 12:30 PM
S0°11'16"W 10.00

NE COR. SEC. 13-20-24



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant of Easement** for water utility purposes dated April 23, 2020, from **MB Developers, LLC**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **May 19, 2020**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant of Easement**.

CITY OF TULARE

By: _____
Rob Hunt
City Manager

ATTEST:

Chief Deputy City Clerk

AGENDA ITEM: Consent 7

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Accept a Grant Deed from the County of Tulare for a segment of vacated street right-of-way along the former alignment of Drive 103 north of Cartmill Avenue; and authorize the City Manager to sign the Certificate of Acceptance.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

As part of the Cartmill Avenue Interchange Project, Drive 103 along the east side of Highway 99 north of Cartmill Avenue was relocated further east to align with the Akers Street (Gem Street) alignment. As a result of this relocation, the majority of the former Drive 103 right-of-way from Cartmill Avenue north to the Magic Touch RV Center is no longer needed for public street purposes.

On March 17, 2020, the Tulare County Board of Supervisors approved the attached Grant Deed conveying a portion of the former Drive 103 right-of-way to the City of Tulare. The Grant Deed references Tulare County Agreement No. 26688, which is a Maintenance and Operations Agreement between the County and City. Through this Agreement, the County allowed for the construction of Akers Street along its new alignment within their jurisdiction, with the City accepting maintenance and operation responsibilities. A copy of the Agreement is attached for reference.

The Grant Deed offered by the County also retains access and utility easements across the property to continue to provide access rights to the Magic Touch RV Center, and to accommodate existing SCE overhead utility lines within the former Drive 103 right-of-way.

STAFF RECOMMENDATION:

Accept a Grant Deed from the County of Tulare for a segment of vacated street right-of-way along the former alignment of Drive 103 north of Cartmill Avenue; and authorize the City Manager to sign the Certificate of Acceptance.

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 11, 2020

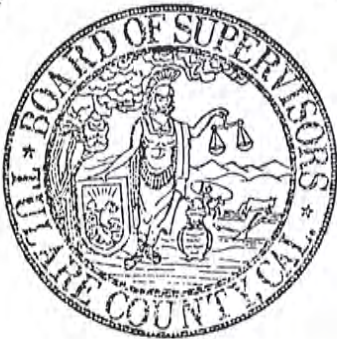
City Manager Approval: _____

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF OPERATION AND)
MAINTENANCE AGREEMENT WITH THE) Resolution No. 2014-0535
CITY OF TULARE FOR AKERS STREET) Agreement No. 26688
(ROAD 100 AND DIAGONAL 103) NORTH)
OF CARTMILL AVENUE (AVENUE 248))

UPON MOTION OF SUPERVISOR VANDER POEL, SECONDED BY SUPERVISOR ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 29, 2104, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS VANDER POEL, COX AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: SUPERVISORS ISHIDA AND WORTHLEY



ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: *Danisa A. Ybarra*
Deputy Clerk

1. Approved an operation and maintenance agreement subject to review and approval as to form by County Counsel, with the City of Tulare for a portion of Akers Street (Road 100 and Diagonal 103) north of Cartmill Avenue (Avenue 248) to a point 2,640 feet north of Cartmill Avenue; and
2. Authorized the Chairman to execute the operation and maintenance agreement with the City of Tulare on behalf of the County of Tulare.

RMA
Co. Counsel
Auditor

DAY
7/29/14

121

**MAINTENANCE AND OPERATIONS AGREEMENT
TULARE COUNTY AND THE CITY OF TULARE
CARTMILL INTERCHANGE PROJECT**

THIS AGREEMENT is entered into this day 29th of July 2014, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF TULARE, referred to as CITY, with reference to the following:

- A. WHEREAS, Akers Street (Road 100 and Diagonal 103) from Cartmill Avenue (Avenue 248) are roadways owned, maintained, and operated by County and located in unincorporated territory of County as shown in Exhibit "A" attached hereto; and
- B. WHEREAS, in order to accommodate growth and development within its jurisdiction, CITY desires to reconstruct the existing interchange at Cartmill Avenue and State Highway 99 which includes the relocation of Akers Street from its current location further east of State Highway 99; and
- C. WHEREAS, CITY desires to undertake such construction project(s) at this time and COUNTY is willing to allow CITY to undertake the relocation of Akers Street; and
- D. WHEREAS, Government Code section 54981 authorizes COUNTY and CITY to contract for the improvement, maintenance, repair and operation by City of streets and highways within COUNTY'S jurisdiction; and
- E. WHEREAS Streets and Highways Code section 1810 allows a city to acquire property outside its boundaries in the unincorporated area of a county if it is necessary to connect or widen existing streets if the county consents to the acquisition.

ACCORDINGLY, IT IS AGREED:

- 1. COUNTY authorizes CITY to undertake, at no risk or expense to COUNTY, the maintenance and improvement of that portion of Akers Street from Cartmill Avenue to a point approximately 2,300 feet north of the centerline of Cartmill Avenue. The specific portions are more particularly identified in Exhibit "A" which is attached hereto and incorporated herein by this reference.
- 2. CITY agrees to construct said improvements in accordance with all applicable Federal, State, and local laws, regulations and directives, with the exception of COUNTY'S road standards. CITY shall provide and administer all encroachment permits and other controls required by state and local laws, regulations and ordinances, provided that, in doing so, CITY need not require that said improvements be constructed to COUNTY'S road standards.

3. CITY agrees that no authorization, oversight, input or requirement other than the authority conferred by this Agreement shall be necessary from the COUNTY.
4. The term of this Agreement is indefinite and shall continue until such time as the referenced segments of Akers Street is annexed to CITY. The indemnity provisions contained in paragraph 7 of this Agreement shall continue in full force and effect beyond expiration by annexation or termination of this Agreement by any other means.
5. CITY hereby agrees to pay all expenses arising out of the design, operation, maintenance, construction and/or upkeep of said portions of Akers Street and hereby waives any claim against the COUNTY for any cost of design, operation, maintenance, construction and/or upkeep of said portion of Akers Street.
6. This agreement shall become effective upon the date first written above.
7. From and after the effective date of this Agreement, CITY shall have all responsibility and liability for all activities and omissions related to the design, construction, upkeep, operation and maintenance of said portion of Akers Street, including its integration with any connecting roads and streets, and CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including, but not limited to court cost and attorney fees, death or injury to any person and/or damage to any property (including COUNTY property), arising out of or related to said design, construction, upkeep, operation, maintenance or integration by CITY, its agents, officers, independent contractors, developers and employees. CITY specifically agrees to hold harmless, defend and indemnify COUNTY for any and all claims arising out of COUNTY'S waiver of COUNTY'S road standards and any actions or omissions by CITY in connection with any encroachment permit or other discretionary permit issued by CITY to facilitate this Agreement. This indemnification obligation shall continue beyond the term of this Agreement or any extension of this Agreement. CITY shall maintain adequate insurance coverage, either through policies issued by insurance companies or through self-insurance reserves, to provide said indemnity to the COUNTY.
8. From and after the effective date of this Agreement, CITY shall enforce all traffic and pedestrian safety laws and ordinances on said portions of Akers Street and COUNTY shall have no responsibility or liability therefore.
9. CITY shall maintain complete and accurate records with respect to all works of improvement authorized by this Agreement.

10. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force of effect. No part of this Agreement may be modified without the written consent of both parties.
11. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: RMA Director
Government Plaza
5961 S. Mooney Blvd.
Visalia, CA 93277
(Fax No.: (559) 730-2653 / Phone No. (559) 624-7000)

CITY: City Manager
411 E. Kern Avenue
Tulare, CA 93274
(Fax No.: (559) 685-2398/ Phone No. (559) 684-4200)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

12. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
13. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
14. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in Tulare County California.
15. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

16. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
17. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
18. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.
19. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

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

COUNTY OF TULARE

BY _____

Phillip A. Cox
Chairman, Board of Supervisors

ATTEST: Jean M. Rousseau,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By *Daniel A. Ybana*
Deputy Clerk



Approved as to Form

By *Jennifer McMichals*
County Counsel #20141048

CITY OF TULARE

BY _____

Don Dorman
City Manager

ATTEST:
Chief Deputy City Clerk of the City of Tulare

BY *Roxanne Yoder* *Jennifer Gomez*

Approved as to Form

BY *[Signature]*
City Attorney

MAINTENANCE AGREEMENT EXHIBIT A

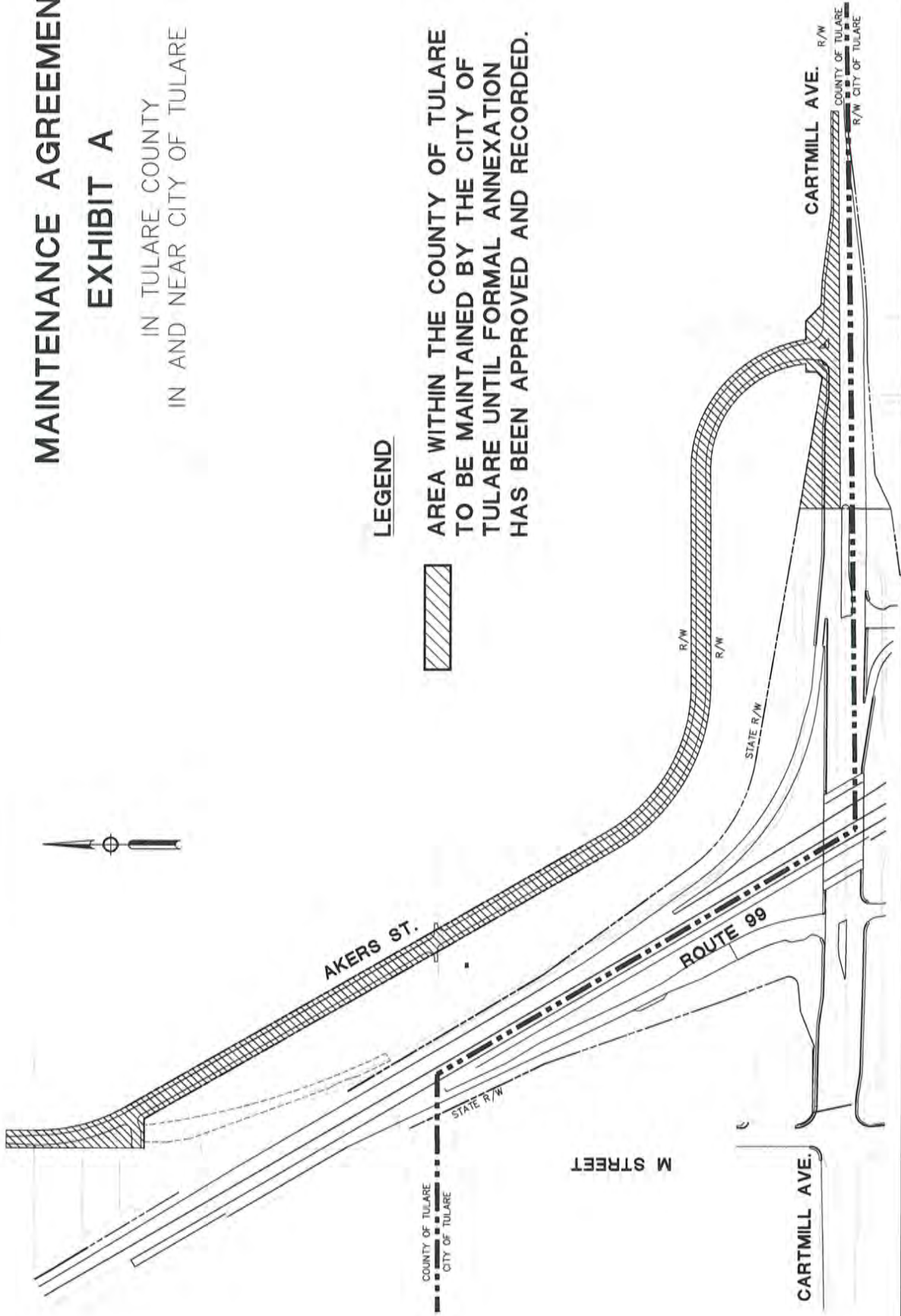
IN TULARE COUNTY
IN AND NEAR CITY OF TULARE



LEGEND



AREA WITHIN THE COUNTY OF TULARE
TO BE MAINTAINED BY THE CITY OF
TULARE UNTIL FORMAL ANNEXATION
HAS BEEN APPROVED AND RECORDED.



Recording Requested by:
Resource Management Agency

When recorded, mail to:
Attn: Hernan Beltran
Resource Management Agency
5961 South Mooney Blvd
Visalia, CA 93277

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

County Right of Way

Drive 103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Tulare, Grantor, does hereby remise, release and forever grant to the City of Tulare, the real property located in the County of Tulare, State of California, more particularly described as follows:

Described in Exhibit A and Depicted in Exhibit B

PROVIDED HOWEVER, the City of Tulare complies with all the provisions in the Tulare County Agreement No. 26688.

PROVIDED FURTHER, Grantor hereby reserves the permanent, non-exclusive easement over, under, on, upon, through and across the Property for purposes of ingress and egress.

PROVIDED FURTHER, Grantor hereby reserves a permanent, nonexclusive easement for utility purposes over, under, on, upon, through, and across the Property.

Dated this 17th day of March, 2020

GRANTOR

COUNTY OF TULARE

BY: 

Chair, Board of Supervisors

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 March 17, 2020, before me Hilary Robello, a Notary Public,
personally appeared Pete Vander Boel
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 Hilary Robello

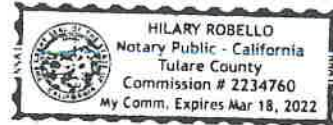


EXHIBIT A
Legal Description

That portion of Parcel 6, described in the Relinquishment of State Highway in the County of Tulare, Road VI-TUL-4-F, recorded on October 30, 1957, as Document No. 30399, in Book 2019, Page 607 of Tulare County Official Records, lying within the Southwest Quarter of Section 26 and the Southeast Quarter of Section 27, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Commencing at the Quarter Corner common to said Section 26 and Section 27; thence southerly along the line common to said Section 26 and Section 27, South 00°02'32" East 44.86 feet, more or less, to a point in the north line of said Parcel 6, being the **Point of Beginning**; thence easterly along said north line of Parcel 6, North 89°57'28" East 30.19 feet, more or less, to the east line of said Parcel 6; thence southeasterly along said east line of Parcel 6, 311.72 feet along a non-tangential curve concave to the northeast, having a radial bearing of South 89°57'42" West, a radius of 2470.11 feet, and a central angle of 07°13'50"; thence West 74.81 feet, more or less, to the west line of said Parcel 6; thence northerly along said west line of Parcel 6, North 00°02'32" West 310.84 feet, more or less, to said north line of Parcel 6; thence easterly along said north line of Parcel 6, North 89°57'28" East 25.00 feet, more or less, to the **Point of Beginning** and there terminating.

Reserving therefrom an easement and right for ingress and egress over, on, and through the above described parcel.

All distances above are grid distances: divide by 0.99995464 to obtain ground distances. All bearings above are based on California Coordinate System, Zone 4, North American Datum of 1983 (1992), Epoch 1991.35.

The area of the above described parcel is 0.44 acres, more or less.

Signature: MRJL

Date: 02-21-18



EXHIBIT B

QUARTER CORNER COMMON TO SECTIONS 26 AND 27,
TOWNSHIP 19 SOUTH, RANGE 24 EAST, M.D.B.&M.
AND POINT OF COMMENCEMENT

SECTION LINE COMMON TO SECTION 26 AND SECTION 27

POINT OF BEGINNING

N89°57'28"E
25.00

NORTH LINE OF PARCEL 6

N00°02'32"W
310.84

S00°02'32"E 44.86'

N89°57'28"E 30.19'

S89°57'42"W (RADIAL BEARING)

EAST LINE OF PARCEL 6

WEST LINE OF PARCEL 6

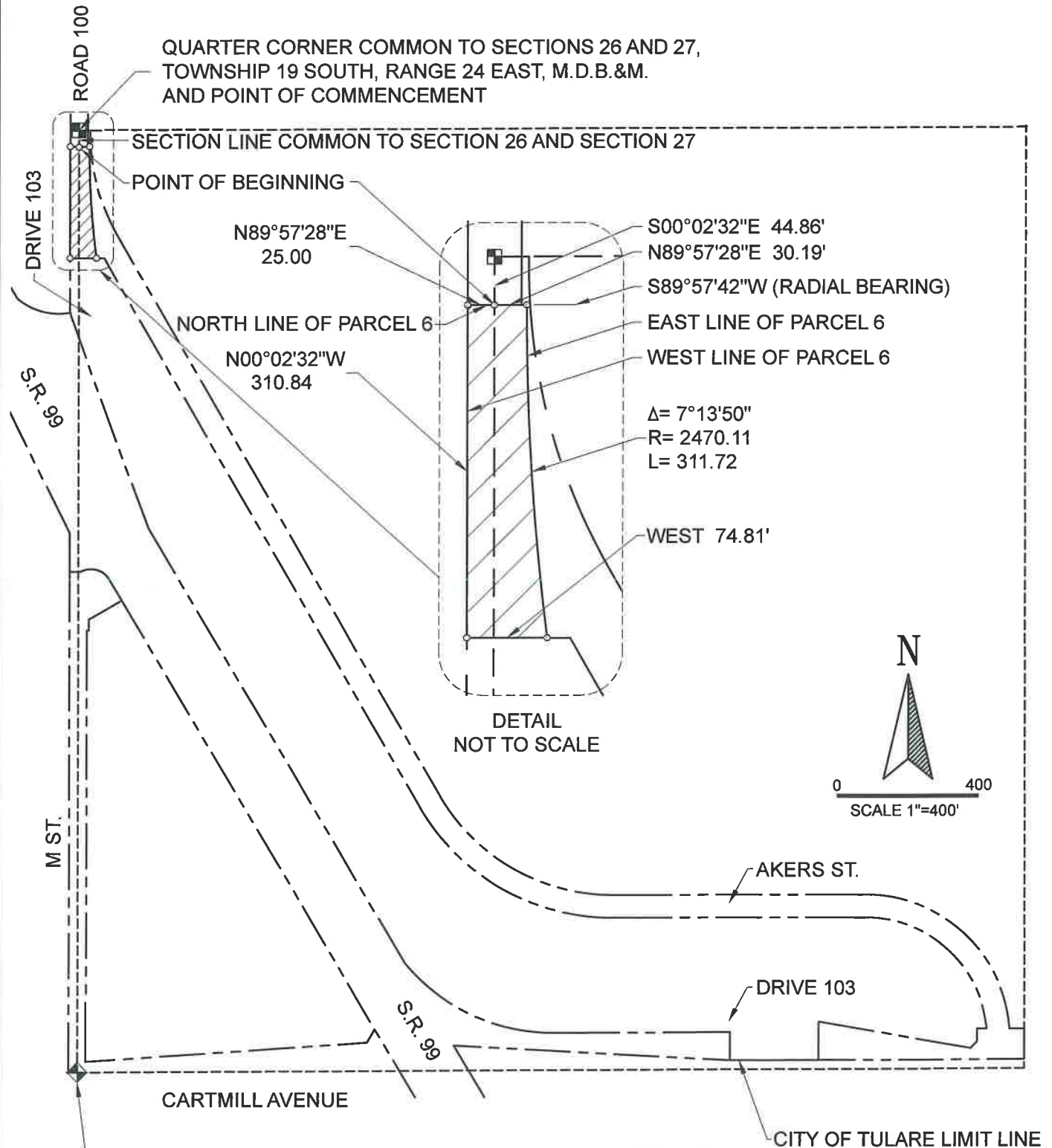
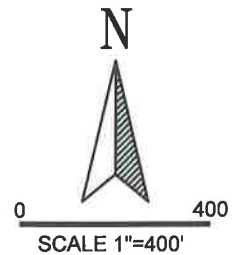
$\Delta = 7^\circ 13' 50''$

R = 2470.11

L = 311.72

WEST 74.81'

DETAIL
NOT TO SCALE



CORNER COMMON TO SECTIONS 26, 27, 34 AND 35
TOWNSHIP 19 SOUTH, RANGE 24 EAST, M.D.B. & M.

COUNTY OF TULARE
RESOURCE MANAGEMENT AGENCY
COUNTY SURVEYOR'S OFFICE

LEGEND

- DIMENSION POINT
- QUARTER CORNER
- ◆ SECTION CORNER
- ▨ PORTION OF PARCEL 6



Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated March 17, 2020, from the **County of Tulare**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **May 19, 2020**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant Deed**.

CITY OF TULARE

By: _____
City Manager

ATTEST:

Chief Deputy City Clerk

AGENDA ITEM: Consent 8

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering / Project Management

For Council Meeting of: March 19, 2019

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Accept as complete the contract with Yarbs Grading and Paving, Inc. of Fresno, CA for work on Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue. Authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

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

On May 7, 2019, the City Council awarded a contract to Yarbs Grading and Paving, Inc. of Fresno, CA in the amount of \$5,264,066.07.

The project was funded through a combination of Gas Tax, Solid Waste Franchise Fee, RDA, CDBG, Water, Sewer, and Surface Water funds, in addition to a reimbursement of expenses from Caltrans for improvements made to curb ramps within the Caltrans right of way along State Route 137 (Inyo Ave.).

A summary of contract costs is as follows:

Approved Contract Amount:	\$5,264,066.07	
Bid Item Quantity Adjustments	\$ 63,383.26	(1.20%)
Contract Change Orders – Various:	\$ 36,457.43	(0.69%)
Total Construction Contract Cost:	\$5,363,906.76	

Additional work consisted of changes made by the Water and Sewer Departments due to unforeseen and differing field conditions, modifications/additions to striping and signage to enhance crosswalk safety, and other various bid item quantity adjustments.

All work required of Yarbs Grading and Paving, Inc. under this contract has been completed in accordance with the approved plans and specifications.

STAFF RECOMMENDATION:

Accept as complete the contract with Yarbs Grading and Paving, Inc. of Fresno, CA for work on Project EN0082, a street and utility improvement project on Sacramento Street and Maple Avenue. Authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

EN0082-050-0601

022 – Gas Tax (HUTA)

122 – Gas Tax (RMRA – SB1)

643 – Franchise Fee (Solid Waste)

643 – RDA

077 – CDBG

780 – Water Bonds

615 – Sewer Wastewater CIP

647 – Surface Water Management CIP

643 – Caltrans Contribution

Submitted by: Nick Bartsch

Title: Sr. Project Manager

Date: May 8, 2020

City Manager Approval: _____

**RECORDING REQUESTED BY:
CITY OF TULARE**

AND WHEN RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, is the owner of the real property, public works, or structure hereinafter described.**
- 2. The nature of the title of the stated owner is: In fee**
- 3. On the 19th day of May, 2020, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Title 15 of Part 4 of Division 3 of the Civil Code applies.**
- 4. The name of the Contractor who performed said work of improvements pursuant to such contract with the City of Tulare is Yarbs Grading and Paving, Inc., whose address is 11339 South Peach Avenue, Fresno, CA 93725. The surety on said contract is Travelers Casualty and Surety Company of America.**
- 5. The real property or public works or structure is described as follows:

Sacramento Street and Maple Avenue Improvements, Project No. EN0082.**

Dated: _____, 2020

**CITY OF TULARE
A Municipal Corporation,**

**By: _____
Michael W. Miller, City Engineer**

VERIFICATION

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

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

Executed on _____, 2020 at Tulare, California.

**By: _____
Michael W. Miller, City Engineer**

**CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
APRIL 30, 2020**

AGENDA ITEM: Consent 9

<u>TYPE OF INVESTMENT</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>BOOK VALUE % OF TOTAL</u>
UNRESTRICTED INVESTMENTS - SEE PAGE 2	138,181,071	138,724,617	1.858%	82.92%
RESTRICTED INVESTMENTS - SEE PAGE 4	<u>28,461,069</u>	<u>28,461,069</u>	N/A	<u>17.08%</u>
TOTAL INVESTMENTS	<u><u>166,642,140</u></u>	<u><u>167,185,686</u></u>	N/A	<u><u>100.00%</u></u>

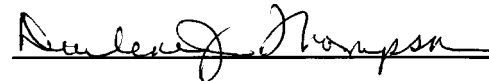
Note: The City's financial statements will report market values, not book values, at June 30 each year.

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

Presented to the City Council on May 11, 2020.

Presented to the Board of Public Utility Commissioners on May 11, 2020.

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



5-11-2020
Date

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
APRIL 30, 2020

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:	INTEREST RATES:	PAR VALUE	BOOK VALUE	UNREALIZED	ESTIMATED	BOOK
		ACQUISITION	STATED		MARKET VALUE	GAIN/(LOSS):	EARNINGS:	VALUE
		MATURITY	CURRENT YIELD			THIS MONTH	ANNUAL	% OF
						LAST MONTH	THIS MONTH	U/I~
Petty Cash	N/A	N/A	N/A	N/A	7,825	N/A	N/A	0.01%
		N/A	None		7,825	N/A	N/A	
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	1,214,035	N/A	N/A	0.88%
		On Demand	None		1,214,035	N/A	N/A	
					Balance per bank is \$1,121,099			
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A	51,800,000	387,517	853,664	37.49%
		On Demand	1.648%		* 52,187,517	43,372	71,139	
Sub-Total			N/A	N/A	53,021,860	387,517	853,664	38.37%
			1.598%		53,409,377	43,372	71,139	
Fixed Income Investments	Various (See page 5-8)		N/A	N/A	77,398,111	156,029	1,257,868	56.01%
Investments in Safekeeping With BNY Western Trust Company			1.620%		77,554,140	183,085	104,822	
Commerical Paper			6.000%	N/A	7,761,100	0	465,666	5.62%
Investments in Safekeeping With City Clerk			6.000%		7,761,100	0	38,274	
TOTAL UNRESTRICTED INVESTMENTS			N/A	N/A	138,181,071	543,546	2,577,198	100.00%
			1.858%		138,724,617	226,457	214,235	

* LAIF market values are based on the most currently available amortized cost information - March, 2020:

1.007481015

~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
APRIL 30, 2020

<u>TYPE OF INVESTMENT</u>	<u>ISSUER OF INVESTMENT</u>	<u>ACQUISITION DATE</u>	<u>MATURITY DATE</u>	<u>STATED INTEREST RATE</u>	<u>PAR VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>BALANCES AS-OF DATE</u>
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	1,701,566	1,701,566	04-30-20
				Reserve Fund		<u>1,701,566</u>	<u>1,701,566</u>	
2012 Sewer Revenue Refunding Bonds (Account No. 162033000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	389,383	389,383	04-30-20
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	923,355	923,355	04-30-20
				Reserve Fund		<u>1,312,738</u>	<u>1,312,738</u>	
2013 Sewer Revenue Refunding Bonds (Account No. 203701000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	184	184	04-30-20
Guarantee Invest. Cont.	Bayerische Landesbank	08-01-13	11-15-22	2.310%	N/A	2,745,126	2,745,126	04-30-20
						<u>2,745,310</u>	<u>2,745,310</u>	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	195,985	195,985	04-30-20
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	6,668,131	6,668,131	04-30-20
				Reserve Fund		<u>6,864,116</u>	<u>6,864,116</u>	
2016 Sewer Revenue Refunding Bonds (Account No. 260)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	768,882	768,882	04-30-20
						<u>768,882</u>	<u>768,882</u>	
2017 Water Revenue Bonds (Account No. 219189000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	38	38	04-30-20
						<u>38</u>	<u>38</u>	
2020 Water Revenue Bonds (Account No. XXX)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	15,030,006	15,030,006	04-30-20
						<u>15,030,006</u>	<u>15,030,006</u>	

- CONTINUED ON PAGE 4 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
APRIL 30, 2020

<u>TYPE OF INVESTMENT</u>	<u>ISSUER OF INVESTMENT</u>	<u>ACQUISITION DATE</u>	<u>MATURITY DATE</u>	<u>STATED INTEREST RATE</u>	<u>PAR VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>BALANCES AS-OF DATE</u>
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	62	62	04-30-20
						<u>62</u>	<u>62</u>	
TOTAL BOND FUNDS						<u>28,422,718</u>	<u>28,422,718</u>	
Restricted Insurance Deposits Managed by Fiscal Agents:								
Employee Welfare Fund	(60) Various	N/A	N/A	Various	N/A	(6,174)	(6,174)	04-30-20
Workers' Comp. Fund	(61) Various	N/A	N/A	Various	N/A	0	0 *	06-30-19
General Insurance Fund	(62) Various	N/A	N/A	Various	N/A	44,525	44,525 *	06-30-19
						<u>38,351</u>	<u>38,351</u>	
				* NOTE: Reported as information is made available.				
				* Adjusted annually.				
TOTAL RESTRICTED INVESTMENTS		<i>Book Value % of Total Investments =</i>			17.08%	<u>28,461,069</u>	<u>28,461,069</u>	

**CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
APRIL 30, 2020**

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	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS</u>									
			**				Per BNY WTC		
Federal Farm Credit Banks		01-29-18		2.250%	1,500,000	1,497,825		24,570	33,750
	3133EJAW9	01-29-21	C	2.220%		1,522,395		26,655	2,813
Federal Home Loan Mtg Corp		08-24-16		1.550%	2,000,000	2,000,000		1,360	31,000
	3134G94T1	08-24-21	C	1.550%		2,001,360		2,920	2,583
Federal Nat'l Mortgage Assoc		08-24-16		1.500%	1,500,000	1,500,000		1,020	22,500
	3136G3X26	08-24-21	C	1.500%		1,501,020		2,190	1,875
Federal Home Loan Mtg Corp		08-25-16		1.625%	3,000,000	3,000,000		2,460	48,750
	3134G9X44	08-25-21	C	1.620%		3,002,460		5,160	4,063
Federal Nat'l Mortgage Assoc		08-25-16		1.500%	1,500,000	1,500,000		735	22,500
	3136G3Y25	08-25-21	C	1.500%		1,500,735		1,500	1,875
Federal Home Ln Mtg Corp		11-10-16		1.700%	2,500,000	2,500,000		875	42,500
	3134GATC8	11-10-21	C	1.700%		2,500,875		3,400	3,542
Federal Home Ln Mtg Corp		11-22-16		1.650%	2,000,000	2,000,000		1,500	33,000
	3134GAUB8	11-22-21	C	1.650%		2,001,500		3,380	2,750
Federal Nat'l Mtg Corp		11-23-16		1.600%	2,000,000	2,000,000		1,580	32,000
	3136G4GM9	11-23-21	C	1.600%		2,001,580		3,480	2,667
Federal Home Ln Mtg Corp		02-10-20		1.625%	2,000,000	2,000,000		6,420	32,500
	3134GVAH1	08-10-22	C	1.620%		2,006,420		8,020	2,708
Federal Farm Credit Bks Funding Corp		03-09-20		1.500%	3,000,000	3,000,000		2,430	45,000
	3133ELQT4	09-09-22	C	1.500%		3,002,430		4,230	3,750
Federal Home Ln Mtg Corp		02-07-20		1.750%	2,000,000	2,000,000		6,440	35,000
	3134GU6Q8	11-07-23	C	1.740%		2,006,440		7,960	2,917
Federal Home Ln Mtg Corp		02-28-20		1.625%	2,500,000	2,500,000		4,975	40,625
	3134GVEG9	02-28-24	C	1.620%		2,504,975		5,900	3,385

- CONTINUED ON PAGE 6 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
APRIL 30, 2020

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): THIS MONTH	EARNINGS: ANNUAL THIS MONTH
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
				**			Per BNY WTC		
Federal Farm Credit Bks Funding Corp		03-25-20			1.200%	1,500,000	1,500,000	(1,185)	18,000
	3133ELUM4	03-25-24	C		1.200%		1,498,815	(3,090)	1,500
Federal Farm Credit Bks Funding Corp		03-03-20			1.670%	2,000,000	2,000,000	1,060	33,400
	3133ELQU1	06-03-24	C		1.670%		2,001,060	1,880	2,783
Federal Home Loan Mtg Corp		06-11-19			2.520%	1,500,000	1,500,000	2,790	37,800
	3134GTRM7	06-11-24	C		2.520%		1,502,790	4,680	3,150
Federal Home Loan Bks		07-22-19			2.270%	2,000,000	2,000,000	6,960	45,400
	3130AGQE8	07-22-24	C		2.260%		2,006,960	9,240	3,783
Federal Farm Credit Bks Funding Corp		03-03-20			1.700%	2,500,000	2,500,000	1,600	42,500
	3133ELQV9	09-03-24	C		1.700%		2,501,600	2,900	3,542
Federal Farm Credit Bks Funding Corp		03-12-20			1.250%	2,000,000	2,000,000	420	25,000
	3133ELSU9	09-12-24	C		1.250%		2,000,420	580	2,083
Federal Home Loan Mtg Corp		11-08-19			2.050%	2,000,000	2,000,000	640	41,000
	3134GUPL8	11-08-24	C		2.050%		2,000,640	2,960	3,417
Federal Home Loan Mtg Corp		11-12-19			2.000%	2,000,000	2,000,000	920	40,000
	3134GUPK0	11-12-24	C		2.000%		2,000,920	3,140	3,333
Federal Home Loan Mtg Corp		12-12-19			2.000%	2,000,000	2,000,000	3,260	40,000
	3134GUWU0	12-12-24	C		2.000%		2,003,260	5,400	3,333
Federal Home Loan Banks		12-16-19			2.050%	2,000,000	2,000,000	3,540	41,000
	3130AHPM9	12-16-24	C		2.050%		2,003,540	5,640	3,417
Federal Home Loan Mtg Corp		12-23-19			2.020%	2,000,000	2,000,000	3,940	40,400
	3134GUYS3	12-23-24	C		2.020%		2,003,940	5,980	3,367
Federal Home Loan Mtg Corp		02-10-20			1.875%	2,000,000	2,000,000	6,080	37,500
	3134GVAE8	02-10-25	C		1.870%		2,006,080	7,640	3,125

- CONTINUED ON PAGE 7 -

**CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
APRIL 30, 2020**

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): THIS MONTH LAST MONTH	EARNINGS: ANNUAL THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
				**			Per BNY WTC		
Federal Home Loan Mtg Corp		04-28-20			1.030%	1,400,000	1,400,000	1,792	14,420
	3134GVNR5	04-28-25	C		1.030%		1,401,792	0	1,202
Federal Home Loan Mtg Corp		04-29-20			1.200%	1,500,000	1,500,000	1,842	15,300
	3134GVNQ7	04-29-25	C		1.200%		1,501,842	0	1,275
Government National Mortgage Association II Pool		01-24-94			8.500%	N/A	286	(10)	23
	36202AHH3	09-20-22			0.083%		276	(10)	2
TOTAL FIXED INCOME INVESTMENTS					N/A	N/A	77,398,111	156,029	1,257,868
All are in safekeeping with BNY Western Trust Company					1.620%		77,554,140	183,085	104,822

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
COMMERICAL PAPER
APRIL 30, 2020

<u>INSTITUTION</u>	<u>CUSIP NUMBER</u>	<u>INTEREST RATES:</u>	<u>DATES:</u>	<u>BOOK VALUE</u> <u>MARKET VALUE</u>	<u>UNREALIZED</u>	<u>ESTIMATED</u>
		<u>STATED</u> <u>CURRENT YIELD</u>	<u>ACQUISITION</u> <u>INVESTED</u>		<u>GAIN/(LOSS)</u> <u>THIS MONTH</u> <u>LAST MONTH</u>	<u>EARNING:</u> <u>ANNUAL</u> <u>THIS MONTH</u>
Tulare Local Healthcare District		6.000%	02/19/2019	7,761,100	0	465,666
		6.000%	02/19/2024	7,761,100	0	38,274
TOTAL COMMERICAL PAPER		6.000%		<u>7,761,100</u>	<u>0</u>	<u>465,666</u> <u>38,274</u>
Safekeeping with City Clerk's Office						

**CITY OF TULARE
TREASURER'S EXECUTIVE SUMMARY
APRIL 30, 2020**

CHANGES IN BALANCES AND YIELDS: CATEGORY	BOOK VALUE MARKET VALUE DIFFERENCE			AVERAGE STATED YIELD		
	APRIL	MARCH	CHANGE	APRIL	MARCH	CHANGE
Total Investments	166,642,140 <u>167,185,686</u> 543,546	160,802,823 <u>161,042,532</u> 239,709	5,839,317 <u>6,143,154</u> 303,837	N/A	N/A	N/A
Unrestricted Investments	138,181,071 <u>138,724,617</u> 543,546	130,789,038 <u>131,028,747</u> 239,709	7,392,033 <u>7,695,870</u> 303,837	1.858%	2.020%	-0.162%
Restricted Investments	28,461,069 <u>28,461,069</u> 0	30,013,785 <u>30,013,785</u> 0	(1,552,716) <u>(1,552,716)</u> 0	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	51,800,000 <u>52,187,517</u> 387,517	24,500,000 <u>24,543,372</u> 43,372	27,300,000 <u>27,644,145</u> 344,145	1.648%	1.912%	-0.264%
Fixed Income Investments (Total)	77,398,111 <u>77,554,140</u> 156,029	90,750,624 <u>90,946,961</u> 196,337	(13,352,513) <u>(13,392,821)</u> (40,308)	1.620%	1.740%	-0.120%
Commerical Paper	7,761,100 <u>7,761,100</u> 0	7,761,100 <u>7,761,100</u> 0	0 <u>0</u> 0	6.000%	6.000%	0.000%

TRANSACTIONS (BOOK VALUE): *

CATEGORY	PURCHASES	SALES / CALLS
<u>Fixed Income Investments</u>		<u>Fixed Income Investments</u>
Federal Home Loan Banks, 1.10%	1,500,000	Government National Mortgage Assn. Pool 13
Federal Home Loan Mortgage Corp., 1.03%	1,400,000	Federal Farm Credit Banks, 1.50% 2,500,000
Federal Home Loan Mortgage Corp., 1.02%	1,500,000	Federal National Mortgage Assoc, 1.50% 998,750
		Federal National Mortgage Assoc, 1.50% 999,500
		Federal National Mortgage Assoc, 1.55% 999,250
		Federal National Mortgage Assoc, 1.60% 2,000,000
		Federal National Mortgage Assoc, 1.65% 2,000,000
		Federal National Mortgage Assoc, 1.50% 1,500,000
		Federal Home Loan Banks, 1.70% 1,500,000
		Federal National Mortgage Assoc, 1.65% 2,255,000
		Federal National Mortgage Assoc, 1.55% 1,500,000
		Federal Home Loan Mortgage Corp., 2.00% 1,500,000
	4,400,000	17,752,513

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

CITY OF TULARE
INVESTMENTS BALANCE AND YIELD HISTORY FOR EIGHT MONTHS
APRIL 30, 2020

BALANCES:	BOOK VALUE							
	MARKET VALUE							
CATEGORY	DIFFERENCE							
	MARCH	FEBRUARY	JANAUARY	DECEMBER	NOVEMBER	OCTOBER	SEPTEMBER	AUGUST
	2020	2020	2020	2019	2019	2019	2019	2019
Total Investments	160,802,823	158,825,720	159,460,643	141,352,789	135,290,877	200,196,836	198,549,496	199,257,600
	<i>161,042,532</i>	<i>159,013,585</i>	<i>159,569,550</i>	<i>141,298,362</i>	<i>135,171,807</i>	<i>200,188,033</i>	<i>198,463,927</i>	<i>199,203,100</i>
	239,709	187,865	108,907	(54,427)	(119,070)	(8,803)	(85,569)	(54,500)
Unrestricted Investments	130,789,038	130,548,781	127,672,437	128,223,897	118,073,289	127,377,929	125,294,929	126,660,644
	<i>131,028,747</i>	<i>130,736,646</i>	<i>127,781,344</i>	<i>128,169,470</i>	<i>117,954,219</i>	<i>127,392,178</i>	<i>125,220,886</i>	<i>126,720,815</i>
	239,709	187,865	108,907	(54,427)	(119,070)	14,249	(74,043)	60,171
Restricted Investments	30,013,785	28,276,939	31,788,206	13,128,892	17,217,588	72,818,907	73,254,567	72,596,956
	<i>30,013,785</i>	<i>28,276,939</i>	<i>31,788,206</i>	<i>13,128,892</i>	<i>17,217,588</i>	<i>72,795,855</i>	<i>73,243,041</i>	<i>72,482,195</i>
	0	0	0	0	0	(23,052)	(11,526)	(114,761)
Local Agency Investment Fund (LAIF)	24,500,000	42,000,000	43,000,000	36,500,000	31,500,000	43,385,698	35,000,000	33,000,000
	<i>24,543,372</i>	<i>42,074,353</i>	<i>43,076,123</i>	<i>36,564,616</i>	<i>31,551,749</i>	<i>43,456,973</i>	<i>35,059,913</i>	<i>33,056,489</i>
	43,372	74,353	76,123	64,616	51,749	71,275	59,913	56,489
Fixed Income Investments (Total)	90,750,624	77,748,862	73,747,374	77,247,387	76,245,149	76,244,862	80,244,874	86,294,100
	<i>90,946,961</i>	<i>77,862,374</i>	<i>73,780,158</i>	<i>77,128,344</i>	<i>76,074,330</i>	<i>76,187,836</i>	<i>80,110,918</i>	<i>86,297,782</i>
	196,337	113,512	32,784	(119,043)	(170,819)	(57,026)	(133,956)	3,682
Commerical Paper	7,761,100	8,100,000	7,900,000	7,900,000	7,900,000	7,650,000	7,050,000	6,550,000
	<i>7,761,100</i>	<i>8,100,000</i>	<i>7,900,000</i>	<i>7,900,000</i>	<i>7,900,000</i>	<i>7,650,000</i>	<i>7,050,000</i>	<i>6,550,000</i>
	0	0	0	0	0	0	0	0

AVERAGE STATED YIELDS:

Unrestricted Investments	1.833%	2.020%	2.064%	2.030%	2.130%	2.215%	2.191%	2.256%
Restricted Investments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	1.787%	1.912%	1.967%	2.043%	2.103%	2.190%	2.280%	2.341%
Fixed Income Investments (Total)	1.650%	1.740%	1.790%	1.790%	1.800%	1.850%	1.900%	1.960%
Commerical Paper	6.000%	6.000%	6.000%	6.000%	6.000%	6.000%	6.000%	6.000%

AGENDA ITEM: Consent 10

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

Submitting Department: General Services Fleet

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Adopt Resolution 2020-24 authorizing the surplus of four (4) City Transit Vehicles.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The following four (4) City Transit Buses have been removed from service during the budget year 2019-2020. These four (4) units all have in excess of 250,000 miles and have been inspected by Fleet Maintenance and the City contractor MV Transportation and have reached the end of useful life and have been replaced by new units.

Unit #	Year	Make	Model
2022	2009	Chevy	DART Van
2023	2009	Chevy	DART Van
2024	2009	Bluebird	Bus
2025	2009	Bluebird	Bus

STAFF RECOMMENDATION:

Adopt Resolution 2020-24 authorizing the surplus of four (4) City Transit Vehicles.

CITY ATTORNEY REVIEW/COMMENTS: Yes No N/A

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

Submitted by: Steve Bonville

Title: General Services Manager (Interim)

Date: May 06, 2020

City Manager Approval: _____

RESOLUTION 2020-24

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
TULARE DECLARING CERTAIN PERSONAL PROPERTY
TO BE SURPLUS AND AUTHORIZING ITS DISPOSITION**

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

SECTION 1. That certain property listed below, of which has been filed by the Purchasing Officer with the City Clerk, is hereby declared to be surplus property of the City of Tulare.

Surplus Items

<i>Unit #</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>
2022	2009	Chevy	DART Van
2023	2009	Chevy	DART Van
2024	2009	Bluebird	Bus
2025	2009	Bluebird	Bus

SECTION 2. The Finance Director/Treasurer of the City of Tulare is hereby authorized to dispose of said property and vehicles.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2020.

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 2020-24 passed and adopted by the Council of the City of Tulare at a regular meeting held on May 19, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: Rob Hunt, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

AGENDA ITEM: Consent 11

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Information Technology

For Council Meeting of: March 19, 2019

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Authorize the City Manager or designee to sign a 4-year contract with Granicus for City of Tulare website content management system, hosting, software maintenance, and visual redesign for a total cost of \$52,566.01, subject to only minor conforming or clarifying changes acceptable to the city attorney.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

In 2015, the City of Tulare launched a new Website using Vision Internet as a partner to provide a modern up-to-date website as a digital interface to public. The then new website's total costs including a 5-year contract was \$88,115. The site has functioned well for the City over the past 5 years. The City site allows staff to login and make changes in real-time with basic end-user level training. The site is currently used by all City departments.

In 2018, Vision internet was sold to the largest provider of cloud-based software for government, Granicus. Granicus offers a wide variety of digital services for governments. Granicus has continued to develop the Vision platform and building it to be the citizen-facing portion of many of their services. This contract is for continued services of the website component only for an additional 4 years.

Included in the contract is a small redesign project that was approved as part of the FY 2019-2020 Capital Improvement budget. This minor project will include a redesign for a new "look and feel" to the website with additional improvement to appearance on mobile devices. All of the rest of the content will be moved over and incorporated into the new design. A cross functional team consisting of a variety of staff members from across the departments has been formed to develop the new design.

At the end of the contract, there will be an \$8,000 credit available towards a future site redesign.

Below is a break-down of the costs:

Redesign Costs	11,600.00
Annual Support Year 1	9,504.60
Annual Support Year 2	9,979.83
Annual Support Year 3	10,478.82
Annual Support Year 4	11,002.76
Contract Total	52,566.01

STAFF RECOMMENDATION:

Authorize the City Manager or designee to sign a 4-year contract with Granicus for City of Tulare website content management system, hosting, software maintenance, and visual redesign for a total cost of \$52,566.01, subject to only minor conforming or clarifying changes acceptable to the city attorney.

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: Jason Bowling

Title: IT Manager

Date: May 8, 2020

City Manager Approval: _____

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME

This Agreement, entered into this _____ day of _____, 20____, by and between the City of Tulare, hereinafter referred to as the "CITY", and Granicus hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work that will be described in project specific Task Orders; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I.SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work

The CONSULTANT agrees to pay for and perform all work necessary to complete in a manner consistent with prevailing professional practice those tasks described in Appendix "A", attached hereto and incorporated herein by this reference. Any conflict between Appendix "A" and any Appendix attached thereto, and the provisions of this Agreement shall be construed in favor of the provisions provided herein.

B. Additional Services

Incidental work related to the PROJECT and not provided for in Appendix "A" may be needed during the performance of this Agreement. The rate for such additional service will be agreed to by CITY and CONSULTANT prior to commencement of work. Such additional services shall not be performed by CONSULTANT without the express written consent of CITY.

II.TIME OF PERFORMANCE

The CONSULTANT shall begin work on or about May 18th 2020. The various tasks involved in the PROJECT shall be completed no later than July 30th 2020 provided_Customer has completed benchmarks as required and delineated in Scope of Work.

Time extensions shall be granted only for good cause as determined at the sole discretion of the CITY.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

III.COMPENSATION

A. Total Compensation

For equipment and services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, Fifty-two thousand five hundred sixty six and one cent (52,566.01) for all hours worked.

B. CITY agrees to pay and CONSULTANT agrees to accept payment for services for each order independently in Appendix "A" once, according to the payment milestones as outlines in Appendix "B". Completion and acceptance will be defined as the final acceptance Criteria in Appendix "C" for the services outlined. Payment by CITY shall be within thirty (30) days following the first of the month for which payment is due, subject to CITY accounting procedures.

IV.AUTHORIZED REPRESENTATIVE

- A. CITY: The IT Manager Jason Bowling shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Tulare is specifically required.
- B. CONSULTANT: _____ shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V.TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least 90 (90) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of thirty (30) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

2. Except with respect to defaults of sub consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.
7. In the event the Agreement is terminated for cause pursuant to Section V.B above, a refund amount for any unused portion of a maintenance, hosting or licensing fee shall be calculated on a pro-rated basis and returned to the CITY.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII.NO PERSONNEL AGENCY, COMMISSION, OR CONTINGENT FEE

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII.SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.
- C. All subcontracts exceeding \$25,000 shall contain all provisions required of the prime contract.

IX.INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X.SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI.DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than

CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant specifically and exclusively to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY (and any funding agency) be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.
- D. Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement.

XII. INDEMNIFICATION AND INSURANCE

- A. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.
- B. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 - 1. Workers' compensation insurance: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers
 - 2. General liability insurance: Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance

Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

3. Professional liability insurance: Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
4. Auto liability insurance: Consultant shall provide auto liability coverage for non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Tulare, 411 East Kern Avenue, Tulare, CA 93274."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Tulare shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Tulare, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Tulare."

F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its sub-consultant's performance of the work covered under this Agreement.

H. **Limitation of Liability**

- a. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT'S REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- b. **LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CITY FOR THE CONSULTANT PRODUCTS AND SERVICES UNDER THIS AGREEMENT. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

I.

XIII.NON-DISCRIMINATION

CONSULTANT and all sub-consultants shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV.MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party. Notwithstanding the foregoing, CONSULTANT may assign its rights under this Agreement without the CITY's written consent in the event of any successor or assign that has acquired all, or substantially all, of the CONSULTANT'S business by means of merger, stock purchase, asset purchase, or otherwise.
- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TULARE:
411 East Kern Avenue
Tulare, CA 93274
Attention: City Clerk

CONSULTANT:
_408 St. Peter Street, Suite 600
St. Paul, MN 55102

Attention:
_Contracts_____

- E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification: This Agreement and each of the Appendices referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- I. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- J. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions there under.
- K. Conflicts: Any Conflict between the appendix documents and the professional services agreement shall be construed in favor of the professional services agreement.

XV.ADDITIONAL MISCELLANEOUS PROVISIONS

- A. Changes in Work: If changes in scope, character, or complexity become desirable or necessary as work progresses, adjustments to the agreement may be made in writing signed by the CITY and CONSULTANT. In special cases, where it is essential that extra work be performed immediately, execution of the supplemental agreement covering the changes will be accomplished as soon as possible. This agreement shall provide for the preparation and submittal of contract change orders when applicable. There shall be no charge to the City when the change order is required to correct errors or omissions by the Service Provider
- B. General Compliance with Laws and Wage Rates: CONSULTANT shall be required to comply with all federal, state, and local laws and ordinances applicable to the work.

C. Equal Employment Opportunity: The Consultant shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

1. The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, the following equal opportunity clause:

During the performance of this contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Consultant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with or by a sub-consultant or vendor as a result of such direction by the Secretary

- of Labor, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.
 - i. The Recipient agrees that it will assist and cooperate actively with the Secretary of Labor in obtaining the compliance of consultants and sub-consultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist in securing compliance.
 - j. The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and sub-consultants by the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

2. Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

- a. Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.
- b. Except in the case of sub-consultants for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- c. Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

D. Monthly Reporting: The Contractor/Consultant shall submit a report on a monthly basis to the City covering the general progress of the job and describing any problems or factors being experienced.

E. Federal Non-Discrimination Statutes: The Service Provider must comply with all Federal statutes relating to non-discrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) which prohibits discrimination on the basis of race, color, or national origin;
2. Section 112 of PL 92-45 and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794) which prohibits discrimination on the basis of handicaps;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C.6101-6107) which prohibits discrimination because of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
7. Sections 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing;

9. Any other non-discrimination provisions in the specific statute(s) under which the application for Federal assistance is being made; and
10. The requirements of any other non-discrimination statute(s) which may apply.

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

CITY OF TULARE:

CONSULTANT:

City Manager

By: _____
Authorized Signature

Attest:

Title: _____

Chief Deputy City Clerk

Approved as to Form:

Number: _____
Federal Employer Identification

City Attorney

Attachments:

- Appendix "A": Scope of Work
- Appendix "B": Payment Mile Stones
- Appendix "C": Terms and Conditions

Appendix – A

Scope of Work

The following scope includes actions required from Granicus in conjunction with the City's internal staff to provide a fully functional re-designed website. These efforts will also help the city understand its current website performance to help departments make better decisions and help the city meet its goals and plans for the future.

Website Research, design + development

- UX consultation, which may include one (1) or more of the following:
 1. One (1) site analytics report
 2. One (1) heatmap analysis
 3. One (1) internal stakeholder survey
- Semi-custom homepage wireframe
- Fully responsive design
- Custom mobile homepage or standard mobile responsive homepage
- Video background or standard rotating image carousel (switchable at any time)
- One (1) specialty alternate homepage - Choose from Granicus' library that includes emergencies, election night, special events
- One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner
- Programming/CMS implementation
- Migrate all content

Content Migration –All content within the CMS will be migrated over to the new site

Hands Off -No additional work needed by City staff or internal users. Granicus will make a copy of all content for utilization with the new website design and structure.

Training –full support and training from Granicus to review workflows, permissions and categories assigned to users of the website.

All Documents and Images – Migration of all documents and images to new CMS.

Deployment of Intelligent Site Search

Deployment should include all features listed below:

Predictive Intelligence to Save Time -Autocomplete displays suggested results as visitors type a query to preview upcoming search results to eliminate duplicate attempts with different terms

Knowledge Cards to Increase Usability -Search results associated with a specific content type are uniquely designed to enhance the user experience and delight the site visitor

Smart Filters to Refine & Isolate Results -Faceted search allows site visitors can quickly locate content based on specific attributes like content type, meta data, or Boolean logic

Real-time Indexing for Immediate Updates -Push all published content via API to the central search repository so visitors can instantly find up-to-datecontent regardless of time of day

Synonyms to Increase Search Relevancy -Link similar terms together such as trash, waste, rubbish, and garbage to ensure site visitors find the rightcontent regardless of vernacular

Deployment of *UserWay Integration*

Deployment of UserWay integration

Professional Consulting Services + Training

- Five (5) forms converted into the new CMS – Forms should be allocated to departments that have the need.
- Two (2) days of web-based training – The city should be able to work with Granicus trainers and customize the training agenda to meet the City's needs.

Appendix – B

Payment Milestones

- Milestones - 40/20/20/20 of One Time Fees
- An initial payment equal to 40% of the total one-time fees – The 40% initial payment will be made and upon completion of the project kickoff meeting
- A payment equal to 20% of the total one-time fees upon Granicus' delivery of the draft homepage design concepts to the Client -Website draft will be available for City to review in homepage, a sample menu, an interior template, and hover states graphics only.
- A payment equal to 20% of the total one-time fees upon implementation of the main website into the VCMS on a Granicus-hosted development server.
- A payment equal to 20% of the total one time fees upon completion (this includes fully functional CMS and all username, permissions and workflows will be copied as they exist, at this milestone the website will be accessible in production format with a valid SSL certificate at www.tulare.ca.gov) provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.

The following tables represent the breakdown of One-time fees and the breakdown of maintenance, hosting and license fees for years 1, 2-4.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess - Website Design and Implementation - Innovator	Milestones - 40/20/20/20	1 Each	\$18,600.00
Basic Redesign Credit	Milestones - 40/20/20/20	1 Each	-\$8,000.00
Web-based Training - Additional Day	Upon Delivery	1 Each	\$1,000.00
SUBTOTAL:			\$11,600.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$9,052.00
SUBTOTAL:			\$9,052.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Remaining Period(s)				
Solution(s)	7/15/2020 - 7/14/2021	7/15/2021 - 7/14/2022	7/15/2022 - 7/14/2023	7/15/2023 - 7/14/2024
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$9,504.60	\$9,979.83	\$10,478.82	\$11,002.76
SUBTOTAL:	\$9,504.60 Paid on 7/15/2020	\$9,979.83 Paid on 7/15/2021	\$10,478.82 Paid on 7/15/2022	\$11,002.76 Paid on 7/15/2023

Appendix – C

Terms and Conditions

Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement. Client must request the basic redesign credit prior to the end of the initial term.

- The redesign will be available after payment of the annual invoice for year four (4) of the Agreement. The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made. Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void.
- Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design.
- The basic redesign credit will be equivalent to either:
 - 1) A template selected from the then-current Granicus best practices library, or;
 - 2) A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.
- The version of the Granicus master subscription agreement included below will be use, this is the latest version of the agreement as of 3/9/2020. • This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tulare CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-93950 dated 2/18/2020 are incorporated into this Purchase Order by reference.

See appendix-B for payment Milestones.

Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4.** Client must not use the Services as a door or signpost to another server.
 - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8 XII. INDEMNIFICATION AND INSURANCE

- A. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal Consultant's fees and costs but only to the extent the Consultant (and its SubConsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its SubConsultants) and the City in the performance of professional services under this agreement.
- B. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal Consultant's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
 1. Workers' compensation insurance: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers
 2. General liability insurance: Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
 3. Professional liability insurance: Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous

coverage through a period no less than three years after completion of the services required by this agreement.

4. Auto liability insurance: Consultant shall provide auto liability coverage for non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.
- D. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Tulare, 411 East Kern Avenue, Tulare, CA 93274."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Tulare shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Tulare, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Tulare."

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or

2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its sub-consultant's performance of the work covered under this Agreement.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES UNDER THIS AGREEMENT. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. General

- 9.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- 9.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 9.3. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.
- 9.4. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 9.5. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 9.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 9.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.
- 9.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 9.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of California, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Tulare County, California.
- 9.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other

purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above. Appendix A, B and the Professional Services agreement are part of the entire agreement and that any conflict between the Appendixes and the Professional services agreement shall be construed in favor of the professional services agreement.

9.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

9.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

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

Submitting Department: City Attorney

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolutions Staff Report Other None

AGENDA ITEM:

Public Hearing to pass-to-print Ordinance 2020-05 revising a portion of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code removing the fees and service charges from the ordinance having been adopted by Resolution 2020-16 into a comprehensive master fee schedule.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

City Council has adopted Resolution 2020-16, which is effective July 1, 2020, approving a master fee schedule setting out all fees and service charges based on the City’s budgeted and projected costs reasonably borne.

Currently, Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code lists these fees and service charges. It is the City Attorney’s recommendation that be revised to remove the fees and service charges from the ordinance and advise that those charges are now listed in the master fee schedule which will continue to be adopted by Council. Approving the Master Fee Schedule by resolution is not only more common practice, but also has significant time savings to staff when a single fee requires revision, or a new fee needs to be added that did not previously exist.

This Ordinance will go into effect July 1, 2020, along with ordinance Resolution 2020-16.

STAFF RECOMMENDATION:

Pass-to-print Ordinance 2020-05 revising a portion of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code removing the fees and service charges from the ordinance having been adopted by Resolution 2020-16 into a comprehensive master fee schedule.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Mario Zamora

Title: City Attorney

Date: 4/28/2020

City Manager Approval: _____

ORDINANCE 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE REVISING A PORTION OF SECTION 1.64.040 OF CHAPTER 1.64 OF TITLE 1 OF THE CITY OF TULARE MUNICIPAL CODE

WHEREAS, the City Council of the City of Tulare, a Charter city under California law, finds the need to revise portions of Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code regarding fees and service charges.

WHEREAS, the purpose of the revisions of this Ordinance is to remove all set fees and service charges from the ordinance and set them by resolution, adopting a Master Fee Schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TULARE, CALIFORNIA, AS FOLLOWS:

SECTION 1: Section 1.64.040 of Chapter 1.64 of Title 1 of the City of Tulare Municipal Code is hereby revised as follows:

§ 1.64.040 ~~Schedule of fees and service charges~~ Master Fee Schedule.

(A) ~~All fees and service charges are listed on the master fee schedule.~~

(B) The City Manager, Finance Director and each city department head, under the direction of the City Manager, shall review annually the fees and service charges ~~listed on the master fee schedule on the following list~~, and provide an adjusted ~~fee or charge~~ master fee schedule, by resolution, to the City Council for its consideration so as to recover the listed percentage of cost reasonably borne necessary to provide the listed regulation, product or service. In the alternative, the Council may elect, by resolution, to automatically adjust fees by percentage equal to the Consumer Price Index as published by the Department of Labor for the preceding 12 months. Any such automatic adjustments shall not apply to fees which are based on variable factors which themselves result in an automatic adjustment or those which are specifically indicated otherwise.

FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART PLAN CHECK AND INSPECTION FEES		
Schedule of Fees and Service Charges Table		
Regulation, Product or Service	Effective Date	Percentage of Costs Reasonably Borne To Be Recovered
ASSEMBLY-FIXED-SEATING	2-13-2010	100
ASSEMBLY-FOOD & DRINK	2-13-2010	100
ASSEMBLY-WORKSHOP, AMUSEMENT	2-13-2010	100
ASSEMBLY-INDOOR-SPORT VIEWING	2-13-2010	100
ASSEMBLY-OUTDOOR-ACTIVITIES	2-13-2010	100
A-OCCUPANCY-TENANT-IMPROVEMENTS	2-13-2010	100

BUSINESS-ANIMAL-HOSPITAL	2-13-2010	100
BUSINESS-BANK	2-13-2010	100
BUSINESS-CLINIC, OUTPATIENT	2-13-2010	100
BUSINESS-DRY CLEANING	2-13-2010	100
BUSINESS-LABORATORY	2-13-2010	100
BUSINESS-MOTOR-VEHICLE SHOWROOM	2-13-2010	100
BUSINESS-PROFESSIONAL-OFFICE	2-13-2010	100
B-OCCUPANCY TENANT-IMPROVEMENTS	2-13-2010	100
EDUCATIONAL-DAY CARE	2-13-2010	100
FACTORY INDUSTRIAL-MODERATE HAZARD	2-13-2010	100
FACTORY INDUSTRIAL-LOW HAZARD	2-13-2010	100
F-OCCUPANCY TENANT-IMPROVEMENTS	2-13-2010	100
HIGH HAZARD GROUP H-1	2-13-2010	100
HIGH HAZARD GROUP H-2	2-13-2010	100
HIGH HAZARD GROUP H-3	2-13-2010	
HIGH HAZARD GROUP H-4	2-13-2010	100
HIGH HAZARD GROUP H-5	2-13-2010	100
H-OCCUPANCY TENANT-IMPROVEMENTS	2-13-2010	100
MERCANTILE-DEPARTMENT & DRUG-STORE	2-13-2010	100
MERCANTILE-MARKET	2-13-2010	100
MERCANTILE-MOTOR-FUEL DISPENSING	2-13-2010	100
MERCANTILE-RETAIL OR-WHOLESALE STORE	2-13-2010	100
M-OCCUPANCY TENANT-IMPROVEMENTS	2-13-2010	100
RESIDENTIAL-TRANSIENT	2-13-2010	100
RESIDENTIAL-TRANSIENT, PHASED-PERMIT	2-13-2010	100
RESIDENTIAL-PERMANENT, 2+ DWELLINGS	2-13-2010	100

RESIDENTIAL— PERMANENT, 2+ PHASED	2-13-2010	100
DWELLINGS—CUSTOM- HOMES	2-13-2010	100
DWELLINGS—MODELS, FIRST MASTER PLAN	2-13-2010	100
DWELLINGS— PRODUCTION PHASE OF MASTER PLAN	2-13-2010	100
DWELLINGS—ALTERNATE MATERIALS	2-13-2010	100
RESIDENTIAL—ASSISTED- LIVING (6—16 PERSONS)	2-13-2010	100
STORAGE—MODERATE- HAZARD	2-13-2010	100
STORAGE—MODERATE- HAZARD, REPAIR GARAGE	2-13-2010	100
STORAGE—LOW HAZARD	2-13-2010	100
STORAGE—LOW HAZARD, AIRCRAFT HANGAR	2-13-2010	100
STORAGE—LOW HAZARD, PARKING GARAGES	2-13-2010	100
S OCCUPANCY TENANT- IMPROVEMENTS	2-13-2010	100
ACCESSORY— AGRICULTURAL- BUILDING	2-13-2010	100
ACCESSORY—BARN OR- SHED	2-13-2010	100

**~~FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
PLAN CHECK AND INSPECTION FEES~~**

~~Schedule of Fees and Service Charges—Table~~

Regulation, Product or Service	Effective Date	Percentage of Costs Reasonably Borne To Be Recovered
ACCESSORY—PRIVATE GARAGE	2-13-2010	100
ACCESSORY—OTHER	2-13-2010	100
OTHER TENANT IMPROVEMENTS	2-13-2010	100
ALL SHELL BUILDINGS	2-13-2010	100
ASSEMBLY—FOOD & DRINK	2-13-2010	100
BUSINESS—CLINIC, OUTPATIENT	2-13-2010	100
BUSINESS—PROFESSIONAL OFFICE	2-13-2010	100
MERCANTILE—DEPARTMENT & DRUG- STORE	2-13-2010	100

***-FEE AND SERVICE CHARGE;- REVENUE/COST COMPARISON CHART
MECHANICAL, ELECTRICAL & PLUMBING FEES***

Schedule of Fees and Service Charges-Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
<i>MECHANICAL PERMIT FEES</i>		
STAND-ALONE MECHANICAL PLAN-CHECK (hourly rate)	2-13-2010	100
PERMIT ISSUANCE	2-13-2010	100
A/C, RESIDENTIAL (each)	2-13-2010	100
FURNACE (F.A.U., Floor)	2-13-2010	100
HEATER (wall)	2-13-2010	100
APPLIANCE VENT/CHIMNEY (only)	2-13-2010	100
REFRIGERATION COMPRESSOR	2-13-2010	100
BOILER	2-13-2010	100
CHILLER	2-13-2010	100
HEAT PUMP (Package Unit)	2-13-2010	100
HEATER (Unit, Radiant, Etc)	2-13-2010	100
AIR HANDLER	2-13-2010	100
DUCT WORK (only)	2-13-2010	100
EVAPORATIVE COOLER	2-13-2010	100
MAKE UP AIR SYSTEM	2-13-2010	100
MOISTURE EXHAUST DUCT (clothes dryer)	2-13-2010	100
VENT FAN, SINGLE DUCT (each)	2-13-2010	100
VENT SYSTEM	2-13-2010	100
EXHAUST HOOD AND DUCT (Residential)	2-13-2010	100
EXHAUST HOOD, TYPE I (Commercial Grease Hood)	2-13-2010	100
EXHAUST HOOD, TYPE II (Commercial Steam Hood)	2-13-2010	100
NON-RESIDENTIAL INCINERATOR	2-13-2010	100
REFRIGERATOR CONDENSER REMOTE	2-13-2010	100
WALK-IN BOX/ REFRIGERATOR COIL	2-13-2010	100
OTHER MECHANICAL INSPECTIONS	2-13-2010	100
<i>PLUMBING/GAS PERMIT FEES</i>		
STAND-ALONE PLUMBING PLAN-CHECK	2-13-2010	100
FIXTURES (each)	2-13-2010	100

***-FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
MECHANICAL, ELECTRICAL & PLUMBING FEES***

Schedule of Fees and Service Charges- Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
GAS SYSTEM (first outlet)	2-13-2010	100
GAS OUTLETS (each additional outlet)	2-13-2010	100
BUILDING SEWER	2-13-2010	100
GREASE TRAP	2-13-2010	100
BACKFLOW PREVENTER FIRST 5	2-13-2010	100
WATER HEATER (first heater)	2-13-2010	100
WATER HEATER (each additional heater)	2-13-2010	100
WATER PIPE REPAIR/REPLACEMENT	2-13-2010	100
DRAIN VENT REPAIR/ALTERATIONS	2-13-2010	100
DRINKING FOUNTAIN	2-13-2010	100
SOLAR WATER SYSTEM FIXTURES (solar panels, tanks, water treatment equipment)	2-13-2010	100
GRAYWATER SYSTEMS (per hour)	2-13-2010	100
MEDICAL GAS SYSTEM (each outlet)	2-13-2010	100
OTHER PLUMBING AND GAS INSPECTIONS (per hour)	2-13-2010	100
<i>ELECTRICAL PERMIT FEES</i>		
STAND ALONE ELECTRICAL PLAN CHECK (hourly rate)	2-13-2010	100
SINGLE PHASE SERVICE (per 100 amps)	2-13-2010	100
THREE PHASE SERVICE (per 100 amps)	2-13-2010	100
15 OR 20 AMP, FIRST 10 CIRCUITS (each)	2-13-2010	100
15 OR 20 AMP, NEXT 90 CIRCUITS (each)	2-13-2010	100
15 OR 20 AMP, OVER 100 CIRCUITS (each)	2-13-2010	100
25 TO 40 AMP CIRCUITS (each)	2-13-2010	100
50 TO 175 AMP CIRCUITS (each)	2-13-2010	100
200 AMP AND LARGER CIRCUITS (each)	2-13-2010	100
TEMPORARY SERVICE (each)	2-13-2010	100
TEMPORARY POLE (each)	2-13-2010	100
PRE-INSPECTION (per hour)	2-13-2010	100
GENERATOR INSTALLATION (per Kw)	2-13-2010	100
OTHER INSPECTIONS (per hour)	2-13-2010	100

***-FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
MISCELLANEOUS ITEMS PERMIT FEES***

Schedule of Fees and Service Charges- Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
ACOUSTICAL REVIEW	2-13-2010	100
—Single Family Home/Duplex— New	2-13-2010	100
—Single Family Home/Duplex— Addition/Alteration	2-13-2010	100
—Multi-Family/Commercial	2-13-2010	100
ADDRESS ASSIGNMENT	2-13-2010	100
ANTENNA—TELECOM FACILITY	2-13-2010	100
—Cellular/Mobile Phone, free-standing	2-13-2010	100
—Cellular/Mobile Phone, attached to building	2-13-2010	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
MISCELLANEOUS ITEMS PERMIT FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
APPLICATION MEETING	2-13-2010	100
—First Hour	2-13-2010	100
—Each additional hour	2-13-2010	100
ARBOR/TRELLIS	2-13-2010	100
AWNING/CANOPY (supported by building)	2-13-2010	100
BALCONY ADDITION	2-13-2010	100
CARPORT	2-13-2010	100
CLOSE EXISTING OPENINGS	2-13-2010	100
—Interior Wall	2-13-2010	100
—Exterior Wall	2-13-2010	100
COVERED PORCH	2-13-2010	100
DECK (wood)	2-13-2010	100
DECK RAILING	2-13-2010	100
DEMOLITION (up to 3,000 sf)	2-13-2010	100
—Commercial	2-13-2010	100
—Residential	2-13-2010	100
DISABLED ACCESS COMPLIANCE- INSPECTION	2-13-2010	100
DOOR	2-13-2010	100
—New Door (non-structural)	2-13-2010	100
—New Door (structural shear wall/masonry)	2-13-2010	100
DUPLICATE /REPLACEMENT JOB	2-13-2010	100

CARD		
FENCE	2-13-2010	100
—Non-masonry, over 6 feet in height	2-13-2010	100
—Non-masonry, each additional 100 lf	2-13-2010	100
—Masonry, over 6 feet in height	2-13-2010	100
—Masonry, each additional 100 lf	2-13-2010	100
FIREPLACE	2-13-2010	100
—Masonry	2-13-2010	
—Pre-Fabricated/ Metal	2-13-2010	100
FLAG POLE (over 20 feet in height)	2-13-2010	100
FOUNDATION REPAIR	2-13-2010	100
GARAGE (detached)	2-13-2010	100
—Wood frame up to 1,000 sf	2-13-2010	100
—Masonry up to 1,000 sf	2-13-2010	100
LIGHT POLE (up to 5)	2-13-2010	100
—Each additional pole	2-13-2010	100
MODULAR STRUCTURES	2-13-2010	100
ON SITE INSPECTIONS (private dev)	2-13-2010	100
—0-25K Project Value	2-13-2010	100
—25,001-50K	2-13-2010	100
—50,001-100K	2-13-2010	100
—101,000-250K	2-13-2010	100
—251,000-500K	2-13-2010	100
—501,000-750K	2-13-2010	100
—750,001-1M	2-13-2010	100
—>1m—each \$250K	2-13-2010	100

***- FEE AND SERVICE CHARGE;- REVENUE/COST COMPARISON CHART
MISCELLANEOUS ITEMS PERMIT FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
PARTITION—COMMERCIAL, INTERIOR- (up to 30 lf)	2-13-2010	100
—Additional partition	2-13-2010	100
PARTITION—RESIDENTIAL, INTERIOR- (up to 30 lf)	2-13-2010	100
—Additional partition	2-13-2010	100
PATIO COVER	2-13-2010	100
—Wood frame	2-13-2010	100
—Metal frame	2-13-2010	100

—Other frame	2-13-2010	100
—Additional patio	2-13-2010	100
—Enclosed, wood frame	2-13-2010	100
—Enclosed, metal frame	2-13-2010	100
—Enclosed, other frame	2-13-2010	100
—Additional enclosed patio	2-13-2010	100
PHOTOVOLTAIC SYSTEM	2-13-2010	100
—1—4 kilowatt	2-13-2010	100
—4—8 kilowatts	2-13-2010	100
—Over 8, each additional 1 kilowatt	2-13-2010	100
PRODUCT REVIEW	2-13-2010	100
REINSPECTION FEE	2-13-2010	100
REMODEL—RESIDENTIAL	2-13-2010	100
—Up to 250-sf	2-13-2010	100
—Additional remodel—each 100-sf	2-13-2010	100
RE-ROOF	2-13-2010	100
—Residential	2-13-2010	100
—Multi-Family Dwelling	2-13-2010	100
—Commercial	2-13-2010	100
—Commercial Addition	2-13-2010	100
RETAINING WALL (concrete or masonry)	2-13-2010	100
STANDARD (up to 50 lf)	2-13-2010	100
—Additional retaining wall	2-13-2010	100
SPECIAL DESIGN, 3—10' high (up to 50 lf)	2-13-2010	100
—Additional retaining wall	2-13-2010	100
SPECIAL DESIGN, over 10' high (up to 50- lf)	2-13-2010	100
—Additional retaining wall	2-13-2010	100
ADDENDUM (revisions)	2-13-2010	100
—Commercial New	2-13-2010	100
—Tenant Improvement	2-13-2010	100
—SFDWL	2-13-2010	100
—Addition	2-13-2010	100
—Remodel	2-13-2010	100
ROOF STRUCTURE REPLACEMENT	2-13-2010	100
—Additional roof structure replacement	2-13-2010	100
SAUNA—STEAM	2-13-2010	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
MISCELLANEOUS ITEMS PERMIT FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
SIDING	2-13-2010	100
—Stone and Brick Veneer (interior or exterior)	2-13-2010	100
—All other	2-13-2010	100
—Additional siding	2-13-2010	100
SIGNS	2-13-2010	100
—Directional	2-13-2010	100
—Each additional Directional Sign	2-13-2010	
—Ground/Roof/Projecting Signs	2-13-2010	100
—Master Plan Sign Check	2-13-2010	100
—Rework of any existing Ground Sign	2-13-2010	100
—Other Sign	2-13-2010	100
—Reinspection Fee	2-13-2010	100
—Wall/Awning Sign, Non Electric	2-13-2010	100
—Wall, Electric	2-13-2010	100
SKYLIGHT	2-13-2010	100
—Less than 10 sf	2-13-2010	100
—Greater than 10 sf or structural	2-13-2010	100
STAIRS – FIRST FLIGHT	2-13-2010	100
—Each additional flight	2-13-2010	100
STORAGE RACKS	2-13-2010	100
—0–8' high (up to 100 lf)	2-13-2010	100
—Each additional 100 lf	2-13-2010	100
—Over 8' high (up to 100 lf)	2-13-2010	100
—Each additional 100 lf	2-13-2010	100
STUCCO APPLICATIONS	2-13-2010	100
—Additional Stucco Application	2-13-2010	100
SUPPLEMENTAL PLAN CHECK FEE (after 3rd review)	2-13-2010	100
—First 1/2 hour	2-13-2010	100
—Each additional 1/2 hour (or portion thereof)	2-13-2010	100
SUPPLEMENTAL INSPECTION FEE	2-13-2010	100
—First 1/2 hour	2-13-2010	100
—Each additional 1/2 hour (or portion thereof)	2-13-2010	100
SWIMMING POOL/SPA	2-13-2010	100
—Vinyl lined (up to 800 sf)	2-13-2010	100
—Fiberglass		100

—Gunite (up to 800 s	2-13-2010	100
—Additional pool (over 800 sf)	2-13-2010	100
—Commercial pool (up to 800 sf)	2-13-2010	100
—Commercial pool (over 800 sf)	2-13-2010	100
—Spa or Hot Tub (Pre-fabricated)	2-13-2010	100
TRASH ENCLOSURE	2-13-2010	100
WINDOW OR SLIDING GLASS DOOR	2-13-2010	100
—Replacement	2-13-2010	100
—New Window (non structural)	2-13-2010	100
—New Window (structural shear wall/masonry)	2-13-2010	100
—Bay Window (structural)	2-13-2010	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
POLICE AND FIRE DEPARTMENT***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
ACCIDENT REPORT INVESTIGATION & COMP.	10-2-2009	100
DUI ACCIDENT INVESTIGATION	10-2-2009	100
DUI ARREST PROCEDURE	10-2-2009	100
POLICE REPORT COPYING	10-2-2009	100
FINGERPRINT PROCESSING (Live Scan)	10-2-2009	100
CRIME SCENE PHOTO	10-2-2009	100
STATUTORY REGISTRATION	10-2-2009	100
POLICE FALSE ALARM RESPONSE	10-2-2009	100
FUNERAL ESCORT SERVICE (Delete)	10-2-2009	100
REPOSSESSED VEHICLE ADMIN FEE	10-2-2009	100
POLICE FALSE ALARM RESPONSE	10-2-2009	100
LOT CLEANING SERVICE	10-2-2009	100
BURN PERMIT	10-2-2009	100
CONTROL BURN ESCAPE	10-2-2009	100
FIRE REPORT COPYING	10-2-2009	100
FIRE CODE ENFORCEMENT INSPECTION #1	10-2-2009	100
FIRE CODE ENFORCEMENT INSPECTION #2	10-2-2009	100
FIRE CODE ENFORCEMENT INSPECTION #3	10-2-2009	100
TARGET HIGH HAZARD INSPECTION	10-2-2009	100

STATE MANDATED FIRE INSPECTION	10-2-2009	100
WATER/FLOOD PUMPING & CLEAN UP		100
MEDICAL AID RESPONSE	10-2-2009	100
PRIVATE FIRE SUPPRESSION SYSTEM- FLOW TEST (1—15 Devices)	10-2-2009	100
PRIVATE FIRE SUPPRESSION SYSTEM- FLOW TEST (1—15 Devices)	10-2-2009	100
PRIVATE FIRE SUPPRESSION SYSTEM- FLOW TEST (16—50 Devices)	10-2-2009	100
PRIVATE FIRE SUPPRESSION SYSTEM- FLOW TEST (51—100 Devices)	10-2-2009	100
PRIVATE FIRE SUPPRESSION SYSTEM- FLOW TEST (101—500 Devices)	10-2-2009	100
FIRE SUPPRESSION HOOD SYSTEM	10-2-2009	100
FIRE FALSE ALARM RESPONSE	10-2-2009	100
SPECIAL TRAFFIC REQUEST	10-2-2009	100
FIRE SPRINKLER SYSTEMS	10-2-2009	100
—1—50 Heads	10-2-2009	100
—51-100 Heads	10-2-2009	100
—101—200 Heads	10-2-2009	100
—201—350 Heads	10-2-2009	100
—351+	10-2-2009	100
FIRE SPRINKLER TENANT- IMPROVEMENTS	10-2-2009	100
—1—20 Heads	10-2-2009	100
—21—50 Heads	10-2-2009	100
—51-100 Heads	10-2-2009	100
—101—200 Heads	10-2-2009	100
—201—350 Heads	10-2-2009	100
—351+	10-2-2009	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
POLICE AND FIRE DEPARTMENT***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
FIRE ALARM SYSTEM	10-2-2009	100
—1—15 Devices	10-2-2009	100

—16—50 Devices	10-2-2009	100
—51—100 Devices	10-2-2009	100
—101—500 Devices	10-2-2009	100
—Each Additional 50 devices up to 1,000	10-2-2009	100
ANIMAL MICRO CHIPPING	10-2-2009	100
DAMPERS 1—20	10-2-2009	100
DAMPERS—each additional 20	10-2-2009	100
HAZ MAT RELEASE STANDBY/CLEAN UP (hourly plus actual cost of clean up)	10-2-2009	100
TANK PLAN REVIEW	10-2-2009	
TANK INSTALLATION/REMOVAL	10-2-2009	
SPECIAL FIRE SERVICE STANDBY	10-2-2009	100
FIREWORKS STAND INSPECTION	10-2-2009	100
PAINT SPRAY BOOTH	10-2-2009	100
REFRIGERANT AND MONITORING- SYSTEM	10-2-2009	100
NEW PRIVATE FIRE HYDRANT SYSTEM- TEST Initial	10-2-2009	100
REMOVAL OF ABANDONED VEHICLE	10-2-2009	100
NOISE DISTURBANCE RESPONSE	10-2-2009	100
SPECIAL POLICE SERVICE	10-2-2009	100
CROSSWALK PROTECTION	2-13-2010	100
ANIMAL CONTROL OPERATIONS	2-13-2010	100
FIRE FALSE ALARM RESPONSE	2-13-2010	100
BURN REGULATION ENFORCEMENT	2-13-2010	100
ILLEGALLY CONTROLLED BURN- RESPONSE	2-13-2010	100
FIRE SUPPRESSION ALARM SYSTEM	2-13-2010	100
R.O.W. CLEAN UP	2-13-2010	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
PLANNING FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
ADMINISTRATIVE APPROVAL—Minor Deviations	2-13-2010	100
ADMINISTRATIVE APPROVAL—Minor Additions	2-13-2010	100
APPEAL	2-13-2010	100
ANNEXATION	2-13-2010	100

CANCELLATION OF A WILLIAMSON- ACT CONTRACT	2-13-2010	100
CATEGORICAL EXEMPTION	2-13-2010	100
CERTIFICATE OF COMPLIANCE	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
CONDITIONAL USE PERMIT—Major	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100

***-FEE AND SERVICE CHARGE, REVENUE/COST COMPARISON CHART
PLANNING FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs- Reasonably Borne To Be Recovered</i>
MINOR CONDITIONAL USE PERMIT	2-13-2010	100
TEMPORARY CONDITIONAL USE PERMIT VENDOR STANDS	2-13-2010	100
DESIGN REVIEW	2-13-2010	
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
DETACHMENT	2-13-2010	100
DEVELOPMENT AGREEMENT	2-13-2010	100
EIR STAFF REPORT + OUTSIDE- CONSULTANT COSTS	2-13-2010	100
ENVIRONMENTAL ASSESSMENT— NEGATIVE DECLARATION	2-13-2010	100
ENVIRONMENTAL ASSESSMENT— MITIGATED NEGATIVE DECLARATION	2-13-2010	100
GENERAL PLAN AMENDMENT	2-13-2010	100
HOME OCCUPATION PERMIT	2-13-2010	100
LANDSCAPE MAINTENANCE DISTRICT- ESTABLISHMENT	2-13-2010	100
LOT LINE ADJUSTMENT/MERGER	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
MEDICAL MARIJUANA	2-13-2010	100
MEDICAL MARIJUANA PERMIT—Renewal	2-13-2010	100
MOBILE HOME PARK	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100

OUTDOOR DINING & SALES OF MERCHANDISE	2-13-2010	100
P.U.D.'S (Special Zone Review)	2-13-2010	100
PROPERTY INFORMATION RESEARCH	2-13-2010	100
REORGANIZATIONS	2-13-2010	100
SIGN REVIEW APPLICATIONS	2-13-2010	100
SIGN PROGRAM APPLICATION (Multiple Signs & Tenants)	2-13-2010	100
SPECIFIC PLAN AMENDMENT	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
NEW SPECIFIC PLAN TEXT/REVIEW	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
TENTATIVE PARCEL MAPS	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
SUBDIVISION MAPS up to 49 lots	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
SUBDIVISION MAPS 50 to 99 lots	2-13-2010	100
—Planning	2-13-2010	
—Engineering	2-13-2010	100
SUBDIVISION MAPS 100 to 199 lots	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100

***- FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
PLANNING FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
SUBDIVISION MAPS 200 to 299 lots	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
SUBDIVISION MAPS over 300 lots	2-13-2010	100
—Planning	2-13-2010	100
—Engineering	2-13-2010	100
TIME EXTENSION	2-13-2010	100
ZONE AMENDMENTS	2-13-2010	100
ZONE VARIANCES	2-13-2010	100

ABANDONED RESIDENTIAL PROPERTIES REGISTRATION	2-13-2010	100
SOUTH I STREET SPECIFIC PLAN	2-13-2010	100
PRINTED MATERIALS—MAPS SCALE	2-13-2010	100

***-FEE AND SERVICE CHARGE;- REVENUE/COST COMPARISON CHART
ENGINEERING/PUBLIC WORKS FEES***

Schedule of Fees and Service Charges—Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
FINAL PARCEL MAP REVIEW	2-13-2010	100
FINAL SUBDIVISION MAP REVIEW	2-13-2010	100
ENGINEERING PLAN REVIEW	2-13-2010	100
PUBLIC IMPROVEMENT INSPECTIONS	2-13-2010	100
LEGAL USE COMPLIANCE- CONFIRMATION	2-13-2010	100
STREET ENCROACHMENT PERMIT	2-13-2010	100
R.O.W. ABANDONMENT EASEMENT- REVIEW	2-13-2010	100
WIDE OVERWEIGHT/OVERLONG LOAD- REVIEW	2-13-2010	100
GRADING PLAN CHECK/INSPECTION	2-13-2010	100
UTILITY LOCATION IDENTIFICATION	2-13-2010	100
BENEFIT DISTRICT CREATION	2-13-2010	100
WATER SERVICE	2-13-2010	100
WATER SERVICE INSTALLATION (non- metered)	2-13-2010	100
WATER SERVICE INSTALLATION- (metered)	2-13-2010	100
WATER DELINQUENT SERVICE- RECONNECTION	2-13-2010	100
PRIVATE WATER METER TESTING	2-13-2010	100
PRIVATE BACK FLOW DEVICE TESTING	2-13-2010	100
PRIVATE WATER PRESSURE TESTING	2-13-2010	100
PRIVATE WATER SAMPLE TESTING	2-13-2010	100
WATER CONNECTION INSPECTION	2-13-2010	100
SEWER SERVICE	2-13-2010	100
SEWER TAP SERVICE	2-13-2010	100
SEWER CONNECTION INSPECTION	2-13-2010	100
SEWER STOPPAGE INVESTIGATION	2-13-2010	100
SEWER DYE TESTING	2-13-2010	100
SEPTIC TANK DISCHARGE	2-13-2010	100

COMMERCIAL DISCHARGE CLEAN UP	2-13-2010	100
RESIDENTIAL REFUSE COLLECTION	2-13-2010	100
COMMERCIAL REFUSE COLLECTION	2-13-2010	100

***-FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
ENGINEERING/PUBLIC WORKS FEES***

Schedule of Fees and Service Charges-Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
SPECIAL REQUEST REFUSE PICK UP	2-13-2010	100
ROLL OFF SERVICE	2-13-2010	100
TEMPORARY CONTAINER RENTALS	2-13-2010	100
CONTAINER CLEANING SERVICE	2-13-2010	100
GENERAL UTILITY STREET USAGE	2-13-2010	100
STREET LIGHT MAINTENANCE	2-13-2010	100
MEDIAN AND PARKWAY MAINTENANCE	2-13-2010	100
STREET TREE MAINTENANCE	2-13-2010	100
STREET SWEEPING	2-13-2010	100
ALLEY MAINTENANCE	2-13-2010	100
PARKING LOT MAINTENANCE	2-13-2010	100
STORM DRAIN MAINTENANCE	2-13-2010	100
STATE HIGHWAY SWEEPING	2-13-2010	
SPECIAL TRAFFIC MARKING SERVICE	2-13-2010	100
PLOTTING AERIALS	2-13-2010	100
VIDEO INSPECTION AND PIPE FEES	2-13-2010	100
INSTALLATION OF NEW STREET NAME SIGNS	2-13-2010	100

***-FEE AND SERVICE CHARGE; REVENUE/COST COMPARISON CHART
FINANCE***

Schedule of Fees and Service Charges-Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
NEW BUSINESS LICENSE APPLICATION REVIEW	2-13-2010	100
GARAGE YARD SALE APPLICATION REVIEW	2-13-2010	100
BUSINESS REGULATION	2-13-2010	100
BINGO LICENSE INVESTIGATION	2-13-2010	100
FIREWORKS STAND INVESTIGATION	2-13-2010	100

RETURNED CHECK (NSR PROCESSING)	2-13-2010	100
DOCUMENT CERTIFICATION SERVICE	2-13-2010	100
DOCUMENT COPYING	2-13-2010	100
AGENDA MAILING SERVICE	2-13-2010	100
AFTER HOURS TURN-ON FEE	2-13-2010	100
UTILITY BILLING INSERTS	2-13-2010	100
REPRODUCTION	2-13-2010	100

***-FEE AND SERVICE CHARGE; REVENUE COST COMPARISON CHART
PARKS/RECREATION/LIBRARY/AIRPORT***

Schedule of Fees and Service Charges-Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
ADULT SPORTS PROGRAM COORD.	7-24-2004	100
YOUTH SPORTS PROGRAM COORD.	7-24-2004	100
PRIVATE YOUTH GROUP FIELD- MAINTENANCE	7-24-2004	100
SCHOOL DISTRICT BALLFIELD USE	7-24-2004	100
PRIVATE ADULT GROUP FIELD- MAINTENANCE	7-24-2004	100

***-FEE AND SERVICE CHARGE; REVENUE COST COMPARISON CHART
PARKS/RECREATION/LIBRARY/AIRPORT***

Schedule of Fees and Service Charges-Table

<i>Regulation, Product or Service</i>	<i>Effective Date</i>	<i>Percentage of Costs Reasonably Borne To Be Recovered</i>
YOUTH RECREATION CLASSES	7-24-2004	100
ADULT RECREATION CLASSES	7-24-2004	100
SUMMER CAMP ACTIVITIES SUPERVISION	7-24-2004	100
SENIOR CITIZEN PROGRAMS	7-24-2004	100
SENIOR NUTRITION PROGRAMS	7-24-2004	100
RECREATIONAL SWIMMING	7-24-2004	100
SWIMMING LESSONS	7-24-2004	100
POOL RENTAL SERVICE	7-24-2004	100
SCHOOL DISTRICT POOL RENTAL	7-24-2004	100
PICNIC FACILITY RESERVATION SERVICES	7-24-2004	100
COMMUNITY CENTER ROOM RENTAL	7-24-2004	100
DELINQUENT LIBRARY BOOK- PROCESSING	7-24-2004	100
LIBRARY MATERIAL RESERVATION	7-24-2004	100

MICROFILM MATERIAL RETRIEVAL (printer use)	7-24-2004	100
MICROFILM MATERIAL RETRIEVAL (printer copy)	7-24-2004	100
LOST LIBRARY CARD REPLACEMENT	7-24-2004	100
LOST LIBRARY ITEM REPLACEMENT	7-24-2004	100
DAMAGED LIBRARY MATERIALS	7-24-2004	100
LOST BOOK BARCODE	7-24-2004	100
LIBRARY ROOM RENTAL	7-24-2004	100
PRIVATE TEST MONITORING	7-24-2004	100
TYPRWRITER RENTAL	7-24-2004	100
TELEPHONE CALL	7-24-2004	100
INTERNET PRINTING	7-24-2004	100
LIBRARY RESEARCH	7-24-2004	100
AIRPORT OPERATIONS	7-24-2004	100
BUILDING RENTAL SERVICE	7-24-2004	100
.50 PER PAGE COLOR COPIES	7-24-2004	100
COLLECTION AGENCY FEE \$10 PER OCCUR-ANCE	7-24-2004	100
CLEANING FEE \$1 PER ITEM	7-24-2004	100

~~(B) The hereinabove services as listed in this section shall be defined in that certain document entitled User Fee Study, as produced by Maximus, dated March 2008, and Building Fee Analysis and Engineering Division User Fee Analysis, both dated October 28, 2009.~~

(C) (1) For all fees and charges for services and programs provided by the Recreation Parks Divisions of the City of Tulare, the City Council does hereby designate the Parks and Community Services Commission as the body which shall establish a list of all such fees and charges. The Recreation, Parks and Library Director shall review the fees and charges as frequently as deemed necessary and provide an adjusted fee or charge schedule to the Parks and Community Services Commission for its consideration and adoption, so as to recover the established percentage of cost reasonably borne necessary to provide the listed service or program. With regard to Parks and Recreation fees and charges, whenever in this chapter there is a reference to the City Council, it shall mean the Parks and Community Services Commission; and whenever there is a reference to the City Manager it shall mean the Recreation, Parks and Library Director.

(2) For all fees and charges for services and programs provided by the Library Department of the City of Tulare, the City Council does hereby designate the Library Board as the body which shall establish a list of all such fees and charges. The Library Director shall review the fees and charges as frequently as deemed necessary and provide an adjusted fee or charge schedule to the Library Board for its consideration and adoption, so as to recover the established percentage of cost reasonably borne necessary to provide the listed service or program. With regard to Library fees and charges, whenever in this chapter there is a reference to the City Council, it shall mean the Library Board; and whenever there is a reference to the City Manager it shall mean the Library Director.

(D) All fees and charges set pursuant to this chapter and section shall take effect 60 days after the City Council adopts a resolution establishing the fee amount.

(E) The schedule of frequency of rate adjustments may be varied by the City Manager to

adjust revenues sufficient to meet debt service coverage requirements of any bond, certificate or ordinance, resolution, indenture, contract or action under which securities have been issued by the city which contain any coverage factor requirement.

(F) The City Manager may vary the annually scheduled review if, in the judgment of the City Manager and a directly affected and requesting department head, gross inequity would be perpetrated by not revising the rate schedule. Any such rate revision which deviates from the annually scheduled review shall be reported to the City Council at its next succeeding meeting.

(G) The City Manager is further delegated the authority to round off, either upward or downward as he or she deems appropriate, to the nearest dollar, five or ten dollars, as may be appropriate in light of the magnitude of the fee, the actual fee or service charge to be imposed, after applying the appropriate percentage rate, for the sale of ease of administration, accounting and financial operations.

SECTION 2: If any provision of the Tulare Municipal Code or Title of the Ordinance Code of the City of Tulare, whether approved or adopted prior to or subsequent to Chapter 1.64 is in conflict therewith, these provisions of Chapter 1.64 shall govern.

SECTION 3: This Ordinance shall go into full force and effect July 1, 2020.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2020.

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

ATTEST:

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

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

Submitting Department: Community & Economic Development

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Staff Report Other

AGENDA ITEM:

Public hearing to adopt Resolution 2020-27 approving the City's Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On April 2, 2020, the City of Tulare was notified by the U.S. Department of Housing and Urban Development (HUD) of special Community Development Block Grant funds being awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic. This allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) signed by President Trump on March 27, 2020.

The CARES Act adds additional flexibility for both the CDBG-CV grant, and in some cases, for the annual FY2020 CDBG grants, however, jurisdictions are required to show a direct connection to the use of the funds to "prevent, prepare and respond" to COVID-19.

During the April 21, 2020 City Council meeting, Staff sought the input from Council on specific activities for the use of the supplemental CDBG-CV funding. These activities included small business assistance, homelessness assistance, food distribution, wireless internet assistance to low-income families and assistance to local health care providers. Additionally, at the April 21, 2020 meeting, Council received a request from the Tulare Downtown Association for a grant in the amount of \$70,000 to sustain the organization through the pandemic.

HUD guidelines dictate that jurisdictions perform outreach to their local health care providers to ascertain whether CDBG-CV funding could be utilized by front-line health care professionals. On April 27, 2020, a Notice of Funding Availability memorandum was sent via e-mail to representatives of Altura Centers for Health, Tulare Adventist Health and Family Health Care Network advising of the funding opportunity. Staff received a proposal from Altura Centers for Health requesting assistance to purchase personal protective equipment (PPE) to distribute to their seven clinical sites in Tulare. As of the date of this staff report, staff received a general inquiry from Family Health Care Network but a specific request for funding has not been received.

Additionally, staff received a request for funding from the Lighthouse Rescue Mission for the purchase of three 2-bedroom, factory-built modular sleeping units to be placed on the property owned by the Lighthouse Rescue Mission to provide increased shelter capacity for the homeless population that may be in need of quarantine or isolated treatment during the pandemic.

Staff has participated on a number of webinars hosted by HUD on the topic of use of the CDBG-CV funding as well as having daily contact with the City's HUD representative to vet specific activities and programs eligible for the use of the funding. Funding allocation awarded to sub-recipients cannot be duplicative in nature meaning that the services provided cannot be paid with other sources.

Below are staff's recommendations for the distribution of the City's CDBG-CV funding. As stated, staff has vetted these activities with the City's local HUD representative for feedback and has received written confirmation on the project/activity eligibility.

Altura Centers for Health, Funding amount: \$100,000

Altura Centers for Health is a 501(C)(3) non-profit Federally Qualified Health Center (FQHC) and is an eligible entity to receive federal funding. Altura operates seven clinical sites in Tulare providing a range of services including medical, dental, behavioral health, chiropractic care, health education, free door-to-door transportation and outreach to the community. In 2019, Altura served 19,376 patients in the City of Tulare; ninety-six percent (96%) of those patients live at or below 200% Federal Poverty level. As an essential business, Altura has remained open during the Shelter in Place order providing care for over 2,000 visits per week during the COVID-19 pandemic. They utilize one of their mobile clinics as a drive-by and walk-in COVID-19 test site. Their health centers continue to provide a full scope of medical care to continue supporting patient's ongoing chronic conditions in addition to COVID-19 testing.

Altura received \$71,795 from the Health Resources & Services Administration (HRSA) COVID-19 supplemental funding, which they are using for personal protective equipment (PPE). However, the funding is nearing depletion they are in need of the CDBG COVID-19 funding to enable Altura to continue to purchase PPE over the next 3 months, as it is expected that the virus will not be fully contained anytime soon. PPE needed are masks, gowns, gloves, and sanitizing supplies for the medical and dental sites.

Altura has qualified staff to track expenses for every grant separately, so that there is no duplication of payment for expenses. It is anticipated that during this three months, Altura Health Clinics will provide services to over 25,000 visits to the underserved low income community.

Lighthouse Community Initiatives, Inc., Funding amount: \$159,611

Lighthouse Community Initiatives, Inc. is an independent non-profit agency equipped to build housing and industrial capacity to increase the effectiveness of the work of the Tulare Lighthouse Rescue Mission. Dave Clevenger is the project manager and Logan Stephens is the business manager for the organization.

The proposed activity is the purchase of three (3) 2-bedroom factory-built modular sleeping units to place on the property owned and operated by Lighthouse Rescue Mission to provide increased shelter capacity for at-risk homeless population who need quarantine or isolated treatment during the COVID-19 pandemic. The 2-bedroom modular units are built to 2019 California building and energy codes and are California Department of Housing and Community Development stamped factory-built units. The units are placed permanently on concrete slabs, with utilities and equipped with solar. Each modular unit cost is \$50,000

installed. The Lighthouse Community Initiatives, Inc. proposes to provide \$50,000 in match funding for service connections and site work.

One of the metrics imposed by the State of California to re-open certain businesses is the ability of a County to show it has sufficient housing to accommodate fifteen percent (15%) of its homeless Point in Time count. Currently, the County has contracted with local hotels in an attempt to meet this metric, however, has fallen slightly short. Additionally, the contracts with these hotels equipped with necessary oversight to manage COVID-19 expires in less than 90 days.

These single-room occupancy spaces will be necessary to treat sick or quarantined homeless individuals away from congregant settings of encampments or mass shelters.

Lighthouse Community Initiatives, Inc. has qualified staff to track expenses for individual grants separately, so that there is no duplication of payment for expenses.

Microenterprise Business Assistance, Funding amount \$160,000

CDBG recipients have flexibility in serving a special subset of the small business community under a Microenterprise Business Assistance program. Microenterprises range in type and capacity and include a range of service providers and retail businesses that typically serve a specific need of their community. Some examples are the home-based daycare provider, automobile mechanic or the hairdresser who serves the neighborhood.

The project is an economic development activity to be funded with the City's CDBG-CV funding. The program would target businesses within the City of Tulare with five or fewer employees as defined by HUD's microenterprise definition and would address the disparity in minority lending and business ownership in Tulare. The proposed program would be offered to the City of Tulare small businesses only during the COVID-19 pandemic.

There are several steps to be considered in the formation of an assistance program, including but not limited to, defining the goals of the program, identifying a specific industry or target market, finding partners (if needed) to administer the program, implementation of the program and tracking of the outcomes. Typically microenterprises business assistance funds are awarded in the form of a grant subject to compliance with CDBG regulations. Assistance can be requested to assist with equipment purchases, marketing, rent/lease payments, fixtures, payroll (excluding to owner(s) salary), professional services and/or stabilization or expansion of a small business directed affected by the COVID-19 pandemic.

Staff is seeking Council approval and direction to move forward with the creation of a Microenterprise Business Assistance Program utilizing \$160,000 of the CDBG-CV funding.

STAFF RECOMMENDATION:

Public hearing to adopt Resolution 2020-27 approving the City's Program Year 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; approve recommended allocations of CDBG-CV funding to sub-recipients and proposed microenterprise business assistance program; and/or direct staff to re-allocate all or a portion of funding to eligible activities under U.S. Department of Housing and Urban Development (HUD) regulations.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

Submitted by: Traci Myers

Title: Community & Economic Development Director

Date: May 12, 2020

City Manager Approval: _____

RESOLUTION 2020-27

A RESOLUTION OF THE TULARE CITY COUNCIL ADOPTING THE CITY OF TULARE'S 2019-2020 ANNUAL ACTION PLAN AMENDMENT III TO INCLUDE SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING (CDBG-CV) AWARDED TO THE CITY IN THE SUM OF \$419,611 TO BE USED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS (COVID-19) PANDEMIC

WHEREAS, the City of Tulare is designated an entitlement jurisdiction by the U.S. Department of Housing and Urban Development (HUD) to receive an annual allocation of Community Development Block Grant (CDBG) funds for implementing projects and programs within the City; and

WHEREAS, the Community Development Block Grant (CDBG) Program was established under Title 1 of the Housing and Community Development Act of 1974, as amended, to assist in developing viable urban communities, by providing decent housing, sustainable living environment, and promote economic development that benefit primarily low and moderate-income persons; and

WHEREAS, on April 2, 2020, the City of Tulare was notified by the U.S. Department of Housing and Urban Development (HUD) of special Community Development Block Grant funds being awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic. This allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) signed by President Trump on March 27, 2020; and

WHEREAS, on May 19, 2020 a public hearing was conducted on the amendment to the City of Tulare's 2019-2020 Annual Action Plan Amendment III to include supplemental Community Development Block Grant funding (CDBG-CV) awarded to the City in the sum of \$419,611 to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; and

WHEREAS, Staff has participated on a number of webinars hosted by HUD on the topic of use of the CDBG-CV funding as well as having daily contact with the City's HUD representative to vet specific activities and programs eligible for the use of the funding. Funding allocation awarded to sub-recipients are not duplicative in nature meaning that the services provided cannot be paid with other; and

WHEREAS, the proposed 2019-2020 Action Plan Amendment III awards CDBG-CV funding to Altura Centers for Health \$100,000; Lighthouse Community Initiatives Inc. \$159,611; and Microenterprise Business Assistance Program \$160,000.

NOW THEREFORE BE IT RESOLVED by the Tulare City Council following a public hearing the City Council adopts the City of Tulare's Community Development Block Grant (CDBG-CV) 2019-2020 Action Plan Amendment III as presented.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2020

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 A. Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-27 passed and adopted by the Council of the City of Tulare at a regular meeting held on May 19, 2020 by the following vote:

Aye(s) _____

Noe(s) _____ Absent/Abstention(s) _____.

Dated:

ROB A HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

City of Tulare			
2019 CDBG Action Plan Amendment III			
Revenue			
	2018	2019	Total
Allocation Balance	561,740	649,801	1,211,541
Program Income		57,260	57,260
CARES Funds		419,611	419,611
Total Projected Revenue	561,740	1,126,672	1,688,412
Expenses			
Administration:			
Total Admin & Planning	59,332	80,668	140,000
Public Services:			
Graffiti Abatement	12,231	18,469	30,700
KTHA/CoC Project Homeless Connect	1,704	8,296	10,000
Family Services of Tulare County	5,163	9,837	15,000
Kings View - Homeless Assistance	8,152	6,848	15,000
AmVets - Homeless Veteran Support	2,979	9,486	12,465
United Way - Subsistence Payments	6,100	6,400	12,500
Brooks Chapel - Emergency Aid	2,195		2,195
Tulare Lighthouse Rescue Mission - Showers	-	24,500	24,500
Total Public Services	38,523	83,837	122,360
Housing Development & Renovation:			
Habitat for Humanity	5,284	34,716	40,000
Bardsley Garden Senior Apartments - Rehab		38,689	38,689
Total Housing Devlp & Renovation	5,284	73,405	78,689
Public Facility Improvements:			
EN0082 Sacramento and Maple	390,000		390,000
Family Services Transitional Housing Maintenance	8,380		8,380
Tulare Emergency Aid	60,220	17,075	77,295
F Street & King ADA Ramps		40,000	40,000
City of Tulare - Parkwood Meadows		99,000	99,000
Total Public Facility Improvements	458,600	156,075	614,675
Economic Development:			
WIBTC - Job Training		50,000	50,000
Total Economic & Development	-	50,000	50,000
CARES FUNDS:			
Altura - PPE		100,000	100,000
Lighthouse - Homeless Shelter Modular Units		159,611	159,611
Microenterprise Assistance		160,000	160,000
Total Cares Funds	-	419,611	419,611
Total Expenditures	\$ 561,740	\$ 863,595	\$ 1,425,335
2020 Rollover	\$ -	\$ 263,077	\$ 263,077
Total Available Resources	\$ 561,740	\$ 1,126,672	\$ 1,688,412

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

Submitting Department: City Attorney

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolutions Staff Report Other None

AGENDA ITEM:

Discussion and consideration to adopt Resolution 2020-25 approving a policy for campaign contribution limitations in anticipation of California Assembly Bill Number 571, commencing January 1, 2021.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Most states impose limitations on contributions to candidates for elective city offices. California is among the minority of states without these contribution limitations.

California Assembly Bill Number 571, effective January 1, 2021, sets a default campaign contribution limit on local elective offices of no more than three thousand dollars (\$3,000) from an individual person per calendar year. Currently, the City does not impose any contribution limits on local elective offices. Therefore, the default three thousand-dollar (\$3,000) limit will go into effect in Tulare, unless the City adopts a resolution or ordinance to impose lesser or greater limitations on contributions to a candidate for city office, including no limit on contributions.

The City may further adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties.

STAFF RECOMMENDATION:

Discuss and consider the adoption Resolution 2020-25 approving a policy for campaign contribution limitations in anticipation of California Assembly Bill Number 571, commencing January 1, 2021.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Mario Zamora

Title: City Attorney

Date: April 28, 2020

City Manager Approval: _____

RESOLUTION 2020-25

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF TULARE, CALIFORNIA
ADOPTING A CAMPAIGN CONTRIBUTION LIMIT ON LOCAL ELECTIVE OFFICES**

WHEREAS, California Assembly Bill Number 571 goes into effect January 1, 2021, setting a default campaign contribution limit on local elective offices of no more than three thousand dollars (\$3,000) from an individual person per calendar year; and,

WHEREAS, the City does not currently impose contribution limits on local elective offices; and,

WHEREAS, the City Council has the authority to adopt a resolution to impose a limit on contribution to a candidate for local elective office that is different than the default three thousand dollar (\$3,000) limit set out in AB 571.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Tulare hereby adopts campaign contribution limits on local elective offices of no more than \$_____ from an individual person per calendar year.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2020.

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

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE)
CITY OF TULARE)

I, Rob A. Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-25 passed and adopted by the City Council of the City of Tulare at a regular meeting held on May 19, 2020, by the following vote:

Ayes(s) _____

Noes(s) _____ Abstention(s) _____

Dated: ROB A. HUNT, CITY CLERK

By: Roxanne Yoder, Chief Deputy

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Community & Economic Development

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Adopt Resolution 2020-26 authorizing application for and receipt of Local Early Action Planning (LEAP) Grant Program Funds and authorize the City Manager to execute the City of Tulare Planning Grants Program Application, the LEAP Grant documents, and any amendments thereto, on behalf of the City of Tulare as required by the California Department of Housing and Community Development for receipt of the LEAP Grant.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

In the 2019-20 Budget Act, Governor Gavin Newsom allocated \$250 million for all regions, cities, and counties to prioritize planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with \$119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle Regional Housing Needs Assessment (RHNA), much like the SB2 Planning Grants.

The City of Tulare is eligible to receive up to \$300,000 from the LEAP Grant program. Staff is proposing to revise and update several sections of Chapter 10, the Zoning Ordinance of the Tulare Municipal Code, to facilitate and streamline housing development opportunities in the City, particularly given limited staff resources, and as we hope to recover from the economic implications of the current COVID-19 pandemic on the local economy, including investment in housing production.

STAFF RECOMMENDATION:

Adopt Resolution 2020-26 authorizing application for and receipt of Local Early Action Planning (LEAP) Grant Program Funds and authorize the City Manager to execute the City of Tulare Planning Grants Program Application, the LEAP Grant documents, and any amendments thereto, on behalf of the City of Tulare as required by the California Department of Housing and Community Development for receipt of the LEAP Grant.

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: Traci Myers

Title: Community & Economic Development Director

Date: May 11, 2020

City Manager Approval: _____

RESOLUTION 2020-26

A RESOLUTION OF THE TULARE CITY COUNCIL AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants Program or LEAP); and

WHEREAS, the City of Tulare desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020, in the amount of \$119,040,000 for assistance to all California Jurisdictions.

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

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Tulare is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2020.

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 A. Hunt, City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2020-26 passed and adopted by the Council of the City of Tulare at a regular meeting held on May 19, 2020, by the following vote:

Aye(s) _____

Noe(s) _____ Absent/Abstention(s) _____.

Dated:

ROB A. HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction)			
Applicant's Agency Type			
Applicant's Mailing Address			
City			
State	California	Zip Code	
County			
Website			
Authorized Representative Name			
Authorized Representative Title			
Phone		Fax	
Email			
Contact Person Name			
Contact Person Title			
Phone		Fax	
Email			
Proposed Grant Amount	\$		
<p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p>			
<p>1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Is a fully executed resolution included with the application package?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.</p>			Yes <input type="checkbox"/> No <input type="checkbox"/>

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the _____ assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: _____

Date: _____ Title: _____

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.		
1	<input type="checkbox"/>	Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
2	<input type="checkbox"/>	Completing environmental clearance to eliminate the need for project-specific review
3	<input type="checkbox"/>	Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
4	<input type="checkbox"/>	Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
5	<input type="checkbox"/>	Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
6	<input type="checkbox"/>	Revamping local planning processes to speed up housing production
7	<input type="checkbox"/>	Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
8	<input type="checkbox"/>	Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
9	<input type="checkbox"/>	Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
10	<input type="checkbox"/>	Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
11	<input type="checkbox"/>	Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans
12	<input type="checkbox"/>	Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
13	<input type="checkbox"/>	Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
14	<input type="checkbox"/>	Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
15	<input type="checkbox"/>	Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
16	<input type="checkbox"/>	Planning documents related to carrying out a local or regional housing trust fund
17	<input type="checkbox"/>	Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
18	<input type="checkbox"/>	Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
19	<input type="checkbox"/>	Establishing Prohousing Policies

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

D. Legislative Information

District	#	Legislator Name
Federal Congressional District		
State Assembly District		
State Senate District		

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget

Task	Est. Cost	Begin	End	Deliverable	Notes
Total Projected Cost \$					

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
	<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>
	<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>
	<i>Other (describe how this meets subarea objective)</i>
Promote Resource Protection	
	<i>Protecting, preserving, and enhancing the state’s most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>
	<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>
	<i>Other (describe how this meets subarea objective)</i>
Encourage Efficient Development Patterns	
	<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>
	<i>(1) Uses land efficiently.</i>

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

	<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>
	<i>(3) Is located in an area appropriately planned for growth.</i>
	<i>(4) Is served by adequate transportation and other essential utilities and services.</i>
	<i>(5) Minimizes ongoing costs to taxpayers.</i>
	<i>Other (describe how this meets subarea objective)</i>

Other Planning Priorities

Affordability and Housing Choices	
	<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>
	<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>
	<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>
	<i>Utilizing surplus lands to promote affordable housing choices.</i>
	<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>
	<i>Other (describe how this meets subarea objective)</i>

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: _____

Certifying Official's Title: _____

Certifying Official's Signature: _____ Date: _____

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER “CITY COUNCIL” OR “COUNTY BOARD OF SUPERVISORS”] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the city or county] (“Applicant”) resolves as follows:

SECTION 1. The [insert the authorized designee’s TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee’s TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [**\$ enter the dollar amount of the Applicant’s request**], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

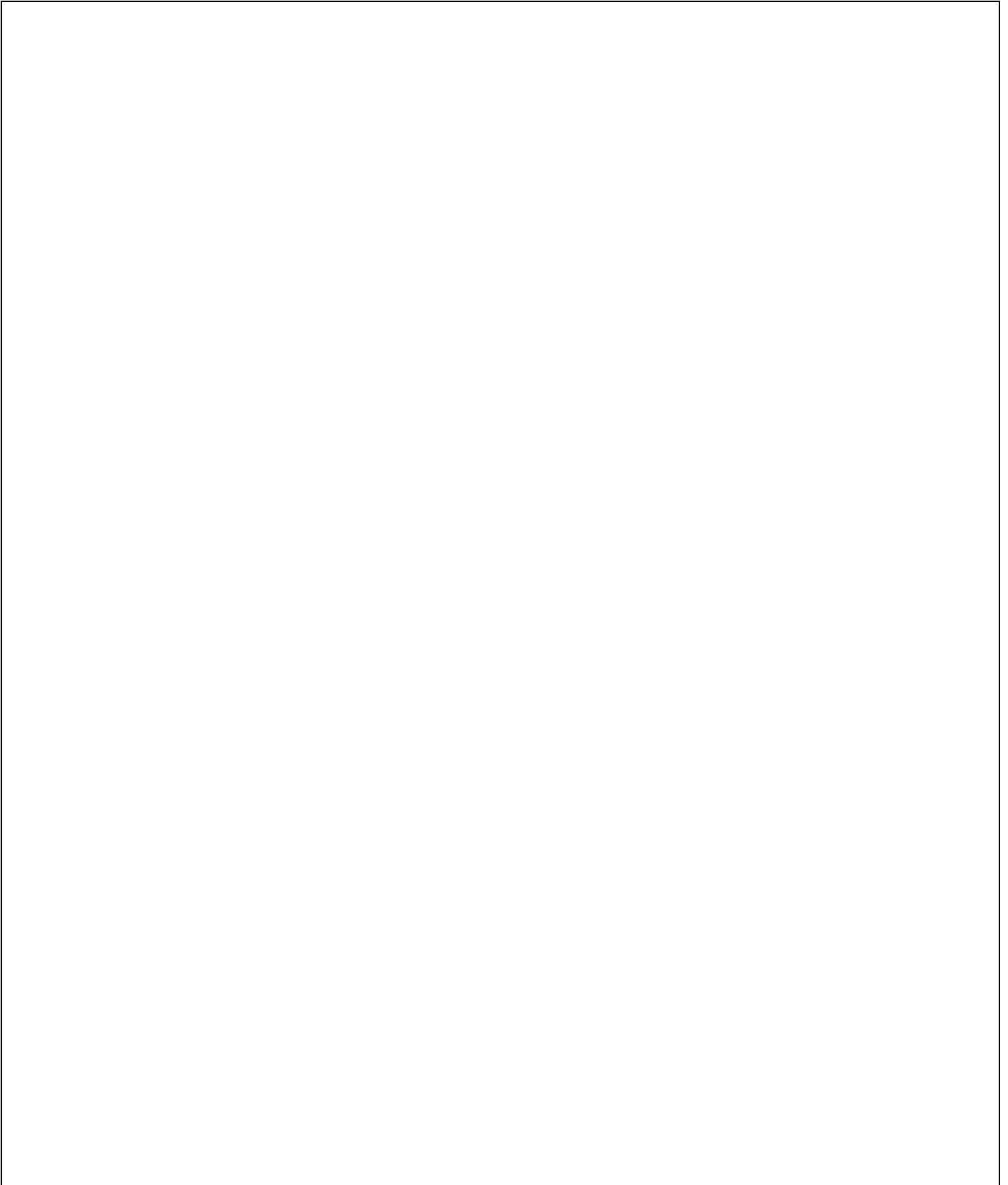
ADOPTED ON [insert the date of adoption], by the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

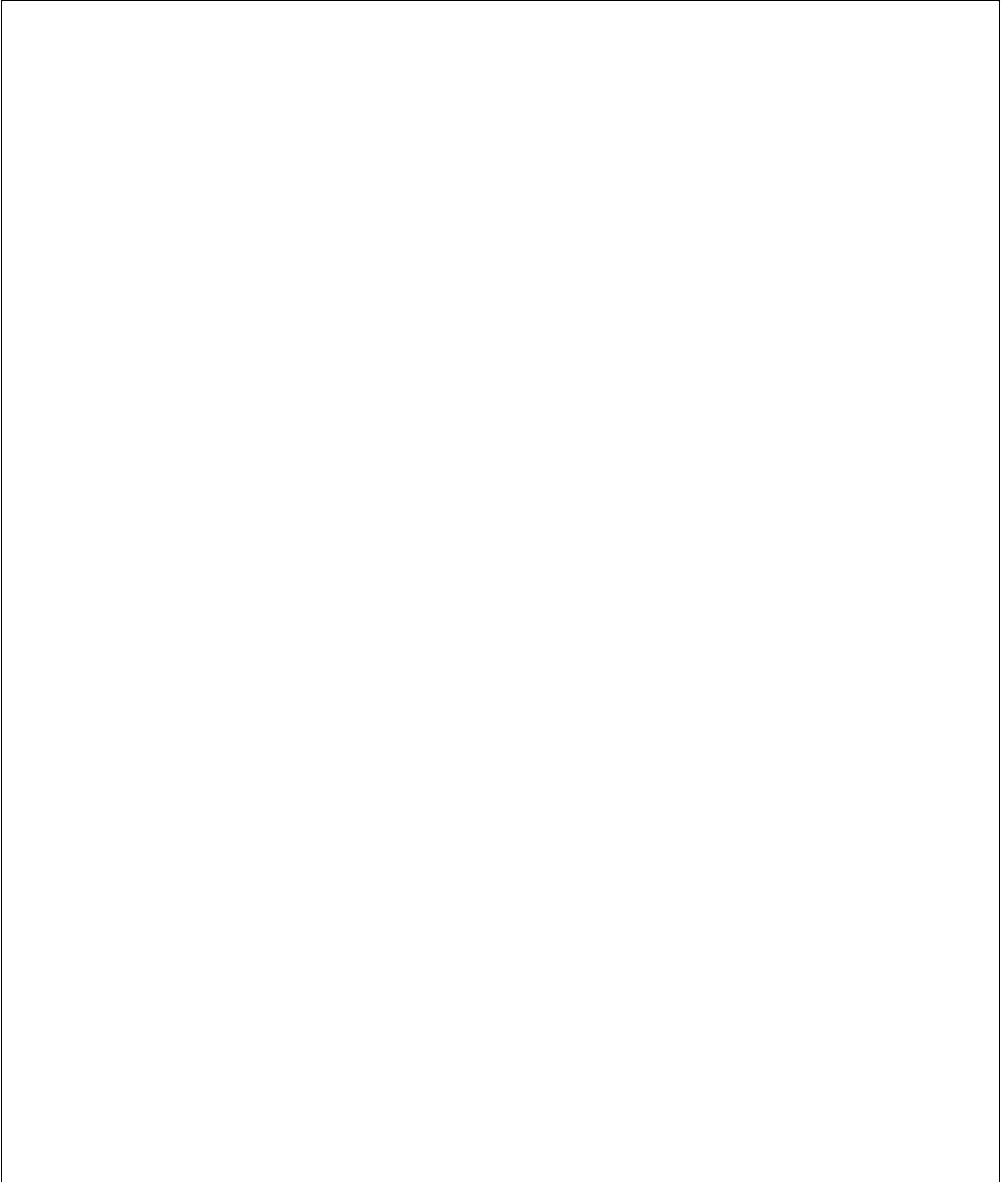
_____ ATTEST: APPROVED AS TO FORM:
[Signature of Attesting Officer]

_____ APPROVED
[Signature of approval]

Appendix A



Appendix B



**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Community & Economic Development

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Council consideration and direction to staff on a request by 4-Creeks on behalf of Arun Toor for annexation of approximately 226.67-acres of land (APNs 184-050-007, 034, and 035).

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Community and Economic Development Department staff has been approached regarding a request for annexation of approximately 226.67-acres of land located on the east side of Oakmore Street between Bardsley Avenue and Avenue 228 and adjacent to the existing city limits (APNs 184-050-007, 034, and 035).

The proposed site is designated as COS North Transit Oriented Development (TOD). TOD is a planning and urban design concept that calls for a mix of land uses centered on access to public transit. Typical TOD areas have higher-intensity uses located near transit with the intensity of uses decreasing the further from the transit center. The land use concept for the COS North plan area is intended to create a new community to serve COS students and staff, as well as existing and future Tulare residents, with retail services, housing, and a new park and school. Proposed development would be required to be substantially compliant with the land use concept plan that has been adopted by the City of Tulare within the COS North TOD (attached).

The proposed site is classified as Prime Farmland by the California Department of Conservation farmland mapping and monitoring program and the project will convert prime agricultural land to residential uses. The City’s General Plan and Farmland Mitigation Ordinance require mitigation for agricultural conversion to non-agricultural uses at a 1:1 ratio. As part of the annexation process, City staff would work with a local land trust agency for the payment of mitigation fees to meet the requirement of the agricultural mitigation requirements of the General Plan.

The City of Tulare’s zoning ordinance includes provisions for annexation. If provided direction, Department staff would work to process the request for annexation and other related entitlement applications consistent with the provisions of the City’s zoning ordinance and return to the Council for official action prior to submitting a formal application for annexation to the Tulare County Local Agency Formation Commission (LAFCO). This would include the preparation of required environmental analysis in conformance with the California Environmental Quality Act.

Additional Considerations:

Located on the east side and immediately adjacent to the proposed annexation area is an unincorporated county community that has been identified as East Tulare Villa. East Tulare Villa is considered a disadvantaged unincorporated community and consists of approximately 201 housing units and a population of 737 people (as of the 2010 Census). Water for East Tulare Villa is currently provided by one functional well which is managed by CalWater. The City of Tulare's water system has been connected to the East Tulare Villa system, but water is only provided by the City in emergency situations.

East Tulare Villa uses individual septic systems to dispose of wastewater. City sewer infrastructure has been extended within Bardsley Avenue and serves the existing COS campus which is located adjacent to East Tulare Villa. Annexation of any portion of the COS North TOD may result in the request for additional City services to be provided to the East Tulare Villa community.

In addition, there are 8 parcels utilized for rural residential uses currently outside of the City limits and located on the west side of Oakmore Street and north of Mission Oak High School which would be surrounded by the City limits on three sides if the proposed area were to be annexed. As a result, the property owners of these parcels would be required to be surveyed for interest in annexation of their properties. If these property owners desire to be annexed into the City limits, these properties would be required to be included as part of the proposed annexation area.

If provided direction, Department staff would work to process the request for annexation and other required entitlement applications and return to the Council for official action prior to submitting a formal application for annexation to Tulare County LAFCO.

STAFF RECOMMENDATION:

Council consideration and direction to staff on a request by 4-Creeks on behalf of Arun Toor for annexation of approximately 226.67-acres of land (APNs 184-050-007, 034, and 035).

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

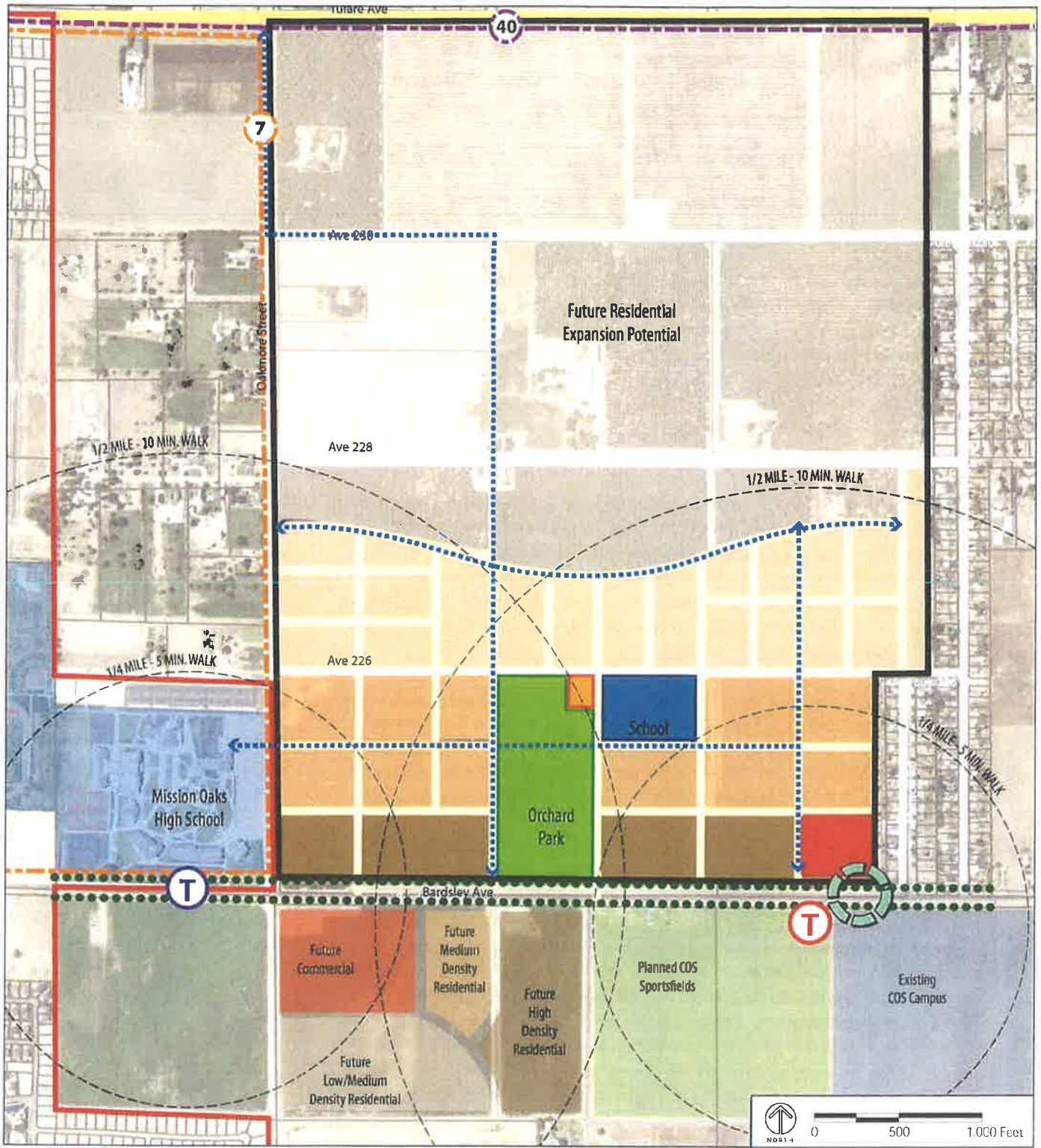
N/A

Submitted by: Traci Myers

Title: Community & Economic Development Director

Date: May 11, 2020

City Manager Approval: _____



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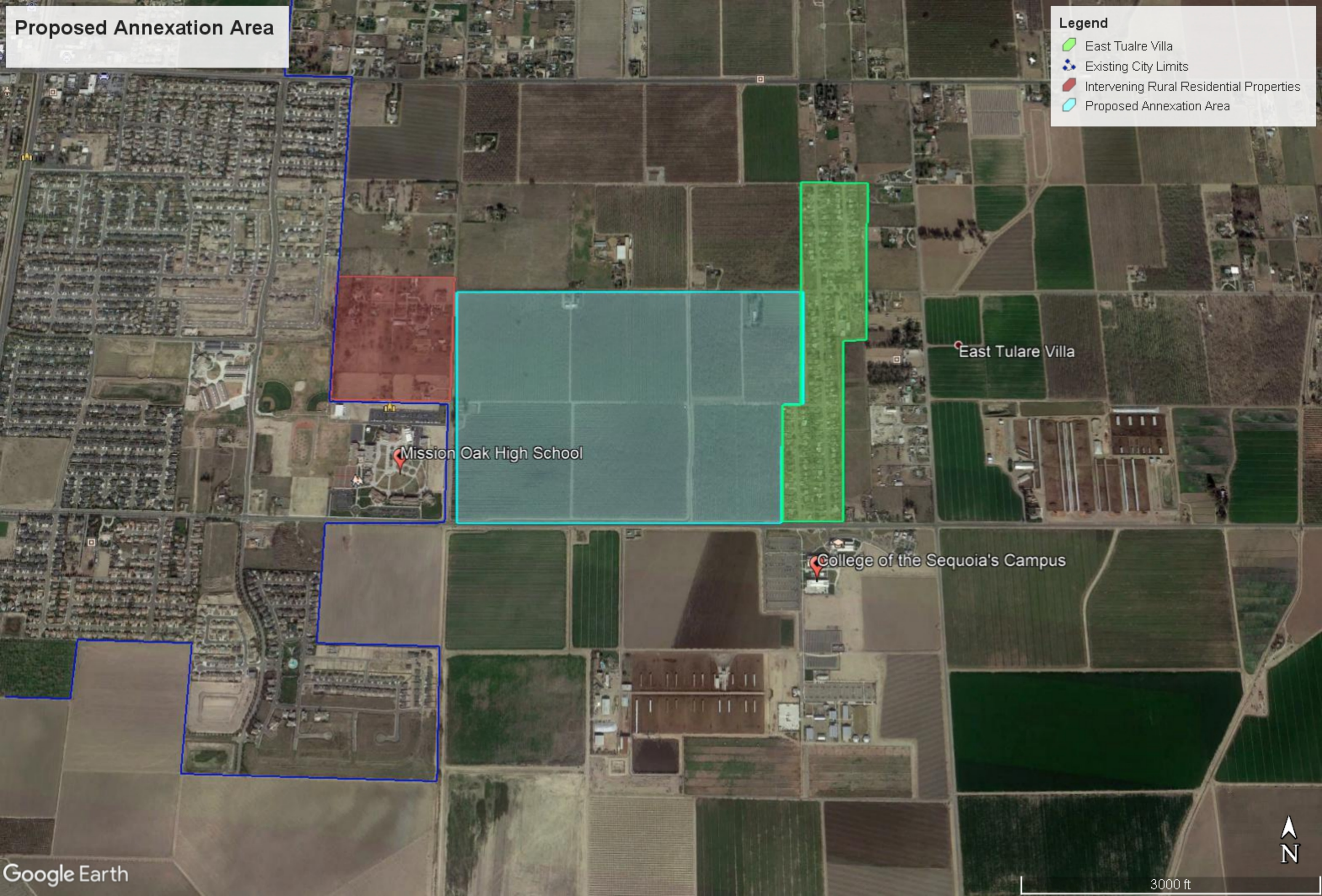
AAR00040

FIGURE 3 3
 COS NORTH LAND USE CONCEPT

Proposed Annexation Area

Legend

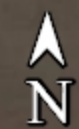
- East Tualre Villa
- Existing City Limits
- Intervening Rural Residential Properties
- Proposed Annexation Area



East Tualre Villa

Mission Oak High School

College of the Sequoia's Campus



AGENDA ITEM: Gen. Bus. IT 4a

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Information Technology

For Council Meeting of: May 19, 2020

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Receive the GIS Strategic Master Plan Presentation and Executive Summary.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

What is GIS?

A Geographic Information System, or GIS, is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information.

In simple terms, GIS is a computer system capable of holding and using data describing places on the earth's surface.

A Geographic Information System (GIS) allows a local government to visualize, question, analyze, and interpret data to understand relationships, patterns, and trends. GIS has the potential to be used in nearly all departments within the city. It can be used to track infrastructure like pipes in the ground, or to map activities or actions taken and much, much more. The usage of GIS technology is now recognized as essential for local governments worldwide.

In October 2019, Geographic Technologies Group was selected from a list of on-call GIS consultants to create a strategic GIS master plan for the City of Tulare. This GIS master plan will serve as a roadmap for further implementation of GIS technology with a real world, strategic, and sustainable approach, while focusing on value.

The plan was developed through a series of meetings with the consultant and staff from all departments. Some of the information covered in the meetings included, current use of GIS, potential use of GIS as well as departmental priorities. The plan clearly identifies a three-year outline to a functional enterprise GIS system. Included in the plan are budgetary amounts are identified as scoped. The plan has the ability to scaled up or down on both number of years and budget.

One of the critical components will be a funding plan. A number of funding sources can be utilized in GIS, which will help make the costs reasonable for everyone. Additionally, there are grant opportunities available to help fund GIS components. One example is the approximately \$300,000 SB2 Affordable housing grant recently received by the city that contains significant GIS components.

This plan will ultimately be approved by a to-be-formed GIS steering committee consisting of upper-management of participating departments who will be charged with oversight of the implementation process.

STAFF RECOMMENDATION:

Receive the GIS Strategic Master Plan Presentation and Executive Summary.

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: Jason Bowling

Title: IT Manager

Date: May 11, 2020

City Manager Approval: _____

City of Tulare GIS Strategic Plan Executive Summary

Overview

A Geographic Information System (GIS) allows a local government to visualize, question, analyze, and interpret data to understand relationships, patterns, and trends. The usage of GIS technology is now recognized as essential for local governments worldwide, emphasizing the importance that the GIS program is well-managed and strategically poised for the future.

In October 2019, the City of Tulare, California engaged Geographic Technologies Group (GTG) to prepare a GIS Strategic Master Plan that will serve as the roadmap for further implementation of GIS technology, ensuring that the City's investment is managed effectively. The recommendations in this plan will provide Tulare with a strategic direction for the GIS initiative. GTG's detailed project methodology includes some key strategic planning components which are essential to the success of the project. It is based on GTG's extensive and award-winning experience in GIS strategic planning for local government organizations. GTG used the concept of the Six GIS Pillars of Sustainability to determine the current status of Tulare's GIS program and prepare the recommendations found in this report.



Background

The City of Tulare has been using GIS for several years, primarily for the support of Public Works and Planning, through consulting firms who have created datasets for utilities, city limits, zoning, land use and parks. The core layers of parcels, address points, and street centerlines are maintained by and acquired from Tulare County. The City typically relies on 3rd-party firms for hosted/cloud-based GIS applications and outsources geospatial services to contract firms. Currently, the City does not have any dedicated GIS staff and carries out very limited GIS work in-house.

The City is interested in building a foundation for GIS implementation and requires a multi-year step-by-step plan of action or roadmap for success.

Project Overview

The project objective is to provide the City with a detailed, innovative and sustainable three-year GIS Strategic Master Plan. The goal of the plan is to develop an enterprise-wide, scalable, and enduring GIS program, which effectively and efficiently meets stakeholder's needs. The project consisted of three phases conducted from October – December 2019.

Phase I: GIS Needs Assessment

Step 1: Existing Conditions

Step 2: Kick-off Presentation and GIS Technology Seminar

Step 3: Departmental Interviews

Step 4: GIS Needs Assessment Report

Phase II: Conceptual Alternative System Design

Step 5: Conceptual Alternative Systems Design

Step 6: Value Proposition and Return on Investment (ROI) Analysis

Phase III: Enterprise GIS Master Plan

Step 7: Three-Year GIS Strategic Implementation Plan

Key Findings

Listed in the table below are the key findings and recommendations to put the City on the path to GIS success, as related to the Six Pillars of Sustainability.

Category	Findings and Recommendations
GOVERNANCE	
Governance	<p>There is no GIS Strategic Plan in place for the City.</p> <p>A GIS Steering Committee does not currently exist in the City. A formal GIS Steering Committee and a GIS Sponsor Team should be formed to provide executive-level guidance and champions for the GIS cause.</p> <p>Key Performance Indicator (KPI) development and measurement should be used to gauge how well goals are met.</p> <p>Clear vision, goals, and objectives should be established for the City's GIS program and aligned with the overall goals of the City.</p> <p>Detailed work plans associated with the GIS initiative are not being developed on an annual basis.</p> <p>Enterprise and departmental level Service Level Agreements (SLAs) should be developed to outline what stakeholders can expect from an enterprise GIS.</p>
Collaboration	<p>All departments interviewed expressed an interest in working together to improve and enhance the use of GIS throughout the organization.</p> <p>The current GIS Working Group should be formalized as a GIS User Group, where users share information and experiences for the benefit of all members.</p> <p>A GIS Technical Committee and GIS Functional Groups would enhance cooperation and standards among the core users.</p> <p>A Memorandum of Understanding (MOU) should be established with Tulare County to receive regular data updates.</p>

Standards & Policies	<p>GIS policy and mandates are not clearly defined.</p> <p>Instructional manuals and system administration documentation should be developed as the program expands.</p>
Funding	<p>The City needs to formalize the addition of GIS to its yearly budget, which may include general fund and/or enterprise fund.</p> <p>Exploring grants, cost recovery, revenue generation, and other funding options will allow the City to diversify the funding for the GIS initiative.</p>
Support	<p>Initially, the IT Department can act as the central GIS authoritative office; however, the City needs a vertical chain of command when it comes to GIS authority and responsibility.</p> <p>User requests should be tracked for customer service and to measure the quality of service.</p>
Staffing	<p>Currently, the IT Manager champions GIS and the departments coordinate projects with consultants.</p> <p>There are no GIS job classifications in place. A GIS Coordinator and additional job classifications would allow for GIS experienced staff to be brought in across the organization.</p>
DATA AND DATABASES	
Data Access	<p>Access to core departmental layers should be provided enterprise-wide.</p> <p>Most participants use GIS for information retrieval, but some are not aware of how to find the data they need, or they do not have access to it. A Master Data List would rectify this.</p> <p>The City should procure a dedicated central server(s) or cloud storage to create a centralized repository and enterprise geodatabase.</p>
Data Quality	<p>The City should take ownership of the maintenance of the core data layers (parcels, address points, centerlines) in-house, to ensure quality control, update frequency and accuracy.</p>

	<p>Several data sets created by contract firms are outdated, incomplete, or inaccurate. A Digital Data Assessment would show what the gaps are and where improvements are needed.</p> <p>Many additional data layers were identified in the departmental interviews and are listed in the Phase II chapter of this plan.</p> <p>Metadata standards should be defined and enforced for the central repository critical datasets.</p> <p>Data custodianship and stewardship have not been clearly defined or documented.</p>
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GIS SOFTWARE

GIS Software	Tulare has one Esri ArcGIS Desktop concurrent license shared among several users.
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GIS Applications	<p>All departments noted a need for expanded and focused internal and external GIS applications. Recommended web applications are listed in the Phase II chapter of this plan.</p> <p>A General GIS Viewer internal application where all critical and core GIS data can be accessed by any City employee is needed to incorporate mapping and geospatial technology throughout daily operations.</p> <p>ArcGIS Online, template Solutions, and WebApp Builder should be leveraged to build intranet, Internet and mobile applications.</p>
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PROCEDURES, WORKFLOW AND INTEGRATION

System Integration	<p>Integrating with business systems, such as Eden ERP and LaserFiche, is very important as they contain a wealth of information; however significant effort may be required to align the disparate databases.</p> <p>GIS should be considered when new business systems are purchased and existing systems are upgraded.</p>
Workflow	<p>As GIS systems are put into place and operations become supported internally, there must be dependable, documented methods and procedures for in-house data maintenance.</p>
<p style="text-align: center;">IT INFRASTRUCTURE</p>	
IT Performance	<p>ArcGIS Online and ArcGIS Enterprise are the two most viable options for the City to deploy GIS throughout the City. GTG recommends ArcGIS Online deployment for immediate implementation, followed by the phasing in of ArcGIS Enterprise.</p> <p>IT infrastructure should be analyzed to ensure the recommended strategy can be supported.</p> <p>An IT Strategic Technology Plan and IT Infrastructure Replacement plan should include the GIS implementation strategy.</p>
<p style="text-align: center;">TRAINING, EDUCATION, AND KNOWLEDGE TRANSFER</p>	
Training	<p>An on-going, multi-year, multi-level training plan should be put in place to keep skills fresh and growing.</p> <p>Classroom and/or one-on-one user training on enterprise GIS applications, such as the General GIS Viewer, will be needed to assure the use of deployed programs.</p> <p>The staff will also require training on basic GIS concepts and any departmental GIS solutions deployed.</p> <p>Training will be needed on the use of the mobile Collector application and best practices for GPS data collection.</p>

Education	<p>Online seminars and workshops should be promoted to users and monitored as part of a multi-tiered training plan.</p> <p>The City should send at least one GIS user each year to the Esri User's Conference in California and other regional or industry-specific conferences.</p>
Knowledge Transfer	<p>There have not been any GIS User Group meetings, City Council presentations, or brown-bag lunches, which could provide a venue for knowledge transfer.</p> <p>Cross-training and system administration documentation are critical for sustainability and should be established for GIS succession planning.</p>

Return on Investment

The following are some of the areas that will show evidence of improvement if the recommendations in this plan are carried out:

- Improved information retrieval
- Real-time dynamic databases
- Accurate and reliable record-keeping
- New real-time dashboard analytics
- Automated and advanced work order management
- Pattern and predictive analysis
- Proactive management
- Protect the Community and Save Lives
- Government Transparency
- Meeting Regulations

Top Ten Action Items for the City

1. Form a formal Steering Committee and Users Group for GIS.

- a. A group of leaders and decision-makers is imperative to ensure objectives and goals are pursued and that metrics are kept to track the progress toward those goals. Additionally, feedback from the users at the forefront of GIS in the City is imperative to those leaders to understand how GIS is progressing and where any roadblocks are occurring.
2. Acquire and Assign ArcGIS Online User Type licenses to necessary staff in each department. Configuring the City's ArcGIS Online Organization will be a required part of this task.
 - a. Access to the GIS data the City currently possesses is the first obstacle to overcome. Proper licensing is the first step toward this.
3. Publish existing GIS data to ArcGIS Online where it will be hosted and centrally accessible to all GIS users.
4. Create a City-wide "Viewer" GIS web application in ArcGIS Online using the Web AppBuilder interface in AGOL.
 - a. This app should be available to all staff and include all relevant GIS layers as well as have a sampling of off-the-shelf widgets to allow users to interact with the map and the data.
5. Train departmental staff on how to access and use the GIS Viewer application.
 - a. Each department will need to know how to view different data layers and may require specialized pop-ups for their layers to make the information "readable."
6. Update existing data layers to the extent possible
 - a. A number of existing GIS layers have been identified by Tulare staff in interviews and/or through GTG's data assessment as being in need of updating. The full data assessment can be found in the Appendix of the Strategic Plan. Layer updates should be prioritized by available source data (i.e. CAD or GIS data) and level of use by departments
7. Explore integration capabilities with other City systems such as Eden, Beehive, and LaserFiche. Directly reaching out to these organizations will likely be necessary. It will be important to know what kinds of GIS data may be able to be created from those sources and whether they can be directly linked to GIS web applications through custom development.

- a. Direct integration will likely require assistance from a GIS consultant with experience in custom GIS web development. However, GIS data can likely be synthesized from static exports of those systems.
8. Train staff on the use of the Collector for ArcGIS application
 - a. Staff with the User Type license of "Field Worker" have access to an application called Collector. This tool can be used in the field to create, edit, and update GIS data that is hosted on ArcGIS Online. It will be imperative in the creation of GIS layers that do not yet exist as well as the updating of those that are outdated.
 9. Establish a budget or funding model for GIS.
 - a. GIS is not built in a year. It is an ongoing process and the world of GIS is constantly evolving and innovating. There will need to be an annual allocation of the budget to fund the City's GIS initiatives. Whether grants are pursued, such as the SB2 Affordable Housing Grant, or departments all contribute to the GIS budget, GIS has to be funded somehow. The efforts now will be wasted if the money cannot be allocated to keep momentum moving.
 10. Create a detailed GIS work plan.
 - a. This strategic plan can be used as a starting point, but it is a general 3-year overview of the tasks at hand. The City of Tulare must identify which objectives (aside from the 9 listed above) should be pursued over the next 6 months to a year and either work internally or with a GIS consultant to complete them. As with the budget, work now will be wasted if there is not an active and ongoing effort to keep GIS moving forward.

Three-Year GIS Strategic Implementation Plan

The following are the Strategic Plan tasks identified in the GIS Benchmarking, Needs Assessment and Alternative System Design phases. These tasks lay out a clear and concise GIS plan of action that comprises a step-by-step multi-year methodology for continued enterprise GIS implementation for the City of Tulare.

Year 1 – Adoption and Data Creation Phase – **\$338,500 – \$393,500 budget**

- o All ArcGIS Online

Year 2: Deployment and Implementation Phase – **\$326,300 budget**

- ArcGIS Online with Optional ArcGIS Server and Enterprise Geodatabase

Year 3: Full Implementation Phase – **\$277,000 budget**

- Full ArcGIS Enterprise Deployment

Total three-year budget – \$941,800 – \$996,800

Conclusion

Geographic Information Systems have the capability to improve departmental efficiency by providing custom web applications for use by staff at all levels. The recommendations in this GIS Strategic Master Plan detail how the City of Tulare can take steps toward utilizing GIS to improve City operations. If the City adheres to the recommendations put forth in this plan, follows best business practices, and ensures the transfer of GIS knowledge, it will set itself up for a successful Geographic Information System for many years to come.