

TO: Mayor and City Council Members

FROM: Rob Hunt, City Manager

SUBJECT: June 15, 2021 Agenda Items

DATE: June 10, 2021

TIME ESTIMATES - Time estimates are provided as part of the Council's effort to manage its time at Council meetings. Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council, by consensus, reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public.

6:30 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) 54957 Public Employment
Title: City Manager

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 [Time estimate: 7:15 p.m. to 7:20 p.m.]

*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 [Time estimate: 7:20 p.m. to 7:30 p.m.]

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 June 1, 2021 special/regular meeting(s).** [Submitted by: **R. Yoder**] The minutes of June 1, 2021 special/regular meeting(s) are submitted for your approval. **Staff recommends Council approve as presented.**
- (3) Conditionally approve the final map and subdivision improvement agreement for Phase 3 of Kensington Estates subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to August 14, 2020.** [Submitted by: **M. Miller**] Planning Commission Resolution No. 5379 adopted on October 26, 2020 approved the tentative map for Kensington Estates subdivision located on the northwest corner of Cartmill Avenue and Mooney Boulevard. The overall subdivision comprises approximately 24 acres consisting of 111 lots, and is being developed in phases.

Phase 3 of Kensington Estates subdivision consists of 55 single-family residential lots. The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council's conditional approval and acceptance subject to receipt of the signed map, all fees, and other

required items within 60-days. Such requests have routinely been accommodated.

A copy of the Planning Commission Resolution No. 5379, final map, and the draft subdivision agreement is attached. **Staff recommends Council conditionally approve the final map and subdivision improvement agreement for Phase 3 of Kensington Estates subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to August 14, 2020, as presented.**

- (4) **Adopt Resolution 2021-22 approving the Memorandum of Understanding between the Tulare County Regional Transit Agency and the City of Tulare; and authorize the City Manager or his designee to negotiate and approve technical changes to the Memorandum of Understanding as needed.**

[Submitted by: D. Thompson] On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common power by the formation and operation of a Joint Powers Agency, "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, a Memorandum of Understanding (MOU) for Public Transportation Services for the City of Tulare was drafted. The MOU stipulates that the City of Tulare wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

The MOU outlines the City will maintain the landscaping of the transit center, telephone and internet services until the services can be transferred to TCRTA, and the month shared building agreement between City of Tulare and MV will remain in force and will be reimbursement back to the City from TCRTA. The service agreement between the City of Tulare and MV Transportation will remain in force and will be the responsibility of TCRTA with MV Transportation approval of the reassignment.

In exchange for these services, the City of Tulare will transfer all transit-specific Transportation Development Act (TDA) and available Federal Transit Administration (FTA) funds necessary to operate the City of Tulare Transit Service. TDA funds not used to operate the Tulare Transit Service will be transferred to the City of Tulare. **Staff recommends Council adopt Resolution 2021-22 approving the Memorandum of Understanding between the Tulare County Regional Transit Agency and the City of Tulare; and authorize the**

City Manager or his designee to negotiate and approve technical changes to the Memorandum of Understanding as needed, as requested.

- (5) **Approve an amendment and Novation Agreement with Municipal Resource Consultants and MuniServices, LLC. and adopt Resolution 2021-23 authorizing certain City Officials access to sales and use tax records consistent with California Revenue and Taxation Codes 7056. [Submitted by: D. Thompson]** On October 20, 1992, the City entered into a professional services agreement with Municipal Resource Consultants to perform revenue enhancement services including the examination of sales and use tax collected for the City by the State Board of Equalization, now known as the California Department of Tax and Fee Administration (CDFTA). In addition to local sales and use tax, MuniServices also provided auditing of the City's Measure I district tax. Through the years and through acquisitions, the company name, Municipal Resource Consultants has varied at times. However; MuniServices, LLC. Is and always has been the registered legal entity.

Recently, the CDTFA Legal Department conducted a review of the City's contract and resolutions with MuniServices, LLC and found inconsistencies in the company name listed on the documentation. Based on that review, CDTFA issued a ruling that any contract and resolutions must consistently reference the same company name, MuniServices, LLC, to properly comply with Revenue and Taxation Code Section 7056. CDTFA has agreed that a contract novation agreement referencing the existing contract between the City and Municipal Resource Consultants, which they have approved, will be appropriate.

Additionally, a new Resolution designating MuniServices, LLC, is required to be submitted to CDTFA to correct the inconsistencies and allow MuniServices to continue to examine the City's sales tax or transactions and use tax data. **Staff recommends Council approve an amendment and Novation Agreement with Municipal Resource Consultants and MuniServices, LLC. and adopt Resolution 2021-23 authorizing certain City Officials access to sales and use tax records consistent with California Revenue and Taxation Codes 7056, as presented.**

- (6) **Adopt Resolution 2021-30 authorizing the City Manager or his designee to apply for an electric vehicle charging station grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork. [Submitted by: M. Correa]** The SJVAPCD has received limited funds, and is offering to supply specific grants for the charge Up! Program. This Program provides funding for public agencies in the San Joaquin Valley to install electric vehicle (EV) chargers. These chargers will support existing EV owners and encourage the growth of the clean technology in the Valley.

Staff intends to apply for grant funding to install level 2 and level 3 chargers strategically on city properties (City hall and corporate yard). The grant is \$6,000 for level 2 dual port and \$25,000 for level 3 fast charge. **Staff recommends**

Council adopt Resolution 2021-30 authorizing the City Manager or his designee to apply for an electric vehicle charging station grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork, as presented.

- (7) **Adopt Resolution 2021-31 authorizing the City Manager or his designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork. [Submitted by: M. Correa]** The SJVAPCD has received limited funds, and is offering to supply specific grants for the replacement of eligible specialty vehicles with electric powered vehicles for the year 2020 - 2021.

Staff intends to apply for grant funding to replace gasoline powered light vehicles that have reached the end of useful life for hybrid vehicles. The grant is \$60,000 (\$20,000 per vehicle) for 2020-2021 and \$100,000 (\$20,000 per vehicle) for 2021-2022. **Staff recommends Council adopt Resolution 2021-31 authorizing the City Manager or his designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork, as presented.**

- (8) **Authorize the City's negotiations team to execute a sideletter agreement between the City and the Tulare Professional Firefighters Association Non-Management Bargaining Group, the Tulare City Professional Firefighters Association Management Bargaining Group and the Tulare City Professional Firefighters Association Division Chief Officer Group (TPFA) which outlines the following [Submitted by: M. Zamora, J. Avila]:**

- **0.5% salary increase retroactive to the pay period beginning on September 12, 2020;**
- **1.5% salary increase effective the first full pay period in July 2021 beginning on July 3, 2021;**
- **2% salary increase effective the first full pay period in July 2022 beginning on July 2, 2022;**
- **Extending the provisions of the existing Memorandums of Understanding (MOU) for each group for a period of three years – through June 30, 2023.**

As afforded in the MOU by and between the City of Tulare and the TPFA, the TPFA exercised their right to meet and discuss in a timely manner should any resolution with the Tulare Police Officer's Union (TPOU) result in salary increases greater than 2% in any given year. The TPOU received a 2.5% salary increase in July of 2020 and is set to receive a 3.5% salary increase in July of 2022. The City has met and conferred with representatives of the group and we have come to an agreement as outlined above. **Staff recommends Council authorize the City's negotiations team to execute a sideletter agreement between the City and the Tulare Professional Firefighters Association Non-Management Bargaining Group, the Tulare City Professional Firefighters**

Association Management Bargaining Group and the Tulare City Professional Firefighters Association Division Chief Officer Group (TPFA) which outlines the following:

- **0.5% salary increase retroactive to the pay period beginning on September 12, 2020;**
- **1.5% salary increase effective the first full pay period in July 2021 beginning on July 3, 2021;**
- **2% salary increase effective the first full pay period in July 2022 beginning on July 2, 2022;**
- **Extending the provisions of the existing Memorandums of Understanding (MOU) for each group for a period of three years – through June 30, 2023.**

(9) Authorize the following [Submitted by: M. Zamora, J. Avila]:

- **3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 3, 2021.**
- **3% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 2, 2022.**
- **3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 1, 2023.**
- **Execute a sideletter agreement between the City and CLOCEA extending the provisions of the existing Memorandum of Understanding (MOU) for a period of three years – through June 2023.**

The City has met with representatives of CLOCEA, the Miscellaneous Mid-Manager's Group and Department Head Group to review, discuss and agree upon the changes in salary as outlined above for classifications that fall within these groups. The salary increases and sideletter agreement with CLOCEA represent a three year agreement period beginning with the first full pay period in July 2021 and ending in June of 2024. **Staff recommends Council authorize the following:**

- **3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 3, 2021.**
- **3% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the**

- Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 2, 2022.
- 3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 1, 2023.
 - Execute a sideletter agreement between the City and CLOCEA extending the provisions of the existing Memorandum of Understanding (MOU) for a period of three years – through June 2023.
- (10) **Authorize a 3.5% salary increase effective with the pay period beginning on July 3, 2021 for classifications in the Police Management Group (Police Sergeants, Police Lieutenants, and Police Captains), and authorize the City’s negotiating team to execute a sideletter agreement between the City of Tulare and the Police Management Group. [Submitted by: M. Zamora, J. Avila]** The City and the Police Management Group has met and reached an agreement for a 3.5% salary increase effective with the pay period beginning on July 3, 2021. In June of 2018, the City reached a four year agreement ending on June 30, 2022 with the Tulare Police Officer’s Union (Police Officers and Police Corporals) granting them a 3.5% salary increase effective with the pay period beginning on July 3, 2021. The Police Management Group requested the City grant the same salary increase to classifications in this group to maintain parity and internal alignment within the sworn ranks. **Staff recommends Council authorize a 3.5% salary increase effective with the pay period beginning on July 3, 2021 for classifications in the Police Management Group (Police Sergeants, Police Lieutenants, and Police Captains), and authorize the City’s negotiating team to execute a sideletter agreement between the City of Tulare and the Police Management Group, as presented.**
- (11) **Adopt Resolution 2021-24 approving application for the Prop 68 Per Capita Grant funding program in the amount of \$177,952.00 which allows the City of Tulare to apply for a Per Capita Grant Project.** The City of Tulare has the opportunity to receive grant funds from the State of California via Prop 68 “Per Capita Program”. The City of Tulare has been allocated \$177,952.00. The Per Capita Program funds are available for local park rehabilitation, creation and improvement grants to local governments. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address neighborhoods lacking access to the outdoors.

The authorizing resolution serves two purposes:

1. It is a means by which the grantee’s body (City of Tulare) agrees to the terms of the contract; it provides confirmation that the grantee has the funding to complete the project, operate and maintain the projects associated with the contract.
2. Designates a position title to represent the governing body on all matters regarding projects associated with the contract.

During the Tulare Parks and Recreation Commission meeting dated June 8th, 2021, the Per Capita program was introduced by Community Services staff and a project was presented to the Commission which met the requirements and guidelines of the Prop 68 Per Capita Program. The staff discussed the project for the single lit basketball court at Prosperity Park. The original basketball court was constructed over twenty years ago and has had significant wear and tear over the years. The asphalt has cracked, the surfacing needs to be repaired and the basketball court lines need to be re-striped. In addition to the needed repairs of the single lit basketball court, staff and the Commission discussed how heavily used this single lit basketball court has been over the years. The original plans for Prosperity Park included two lighted basketball courts, however only one was constructed due to funding shortfalls. The Commission supported the idea of repairing the existing basketball court and adding an additional lit basketball court to accommodate more opportunities for youth and adults to play basketball at Prosperity Park.

The Tulare Parks and Recreation Commission recommended to the Tulare City Council by a 7-0 vote to refurbish the existing basketball court at Prosperity Park and add an additional lit basketball court adjacent to the current basketball court for the Prop 68 Per Capita grant program. **Staff recommends Council adopt Resolution 2021-24 approving application for the Prop 68 Per Capita Grant funding program in the amount of \$177,952.00 which allows the City of Tulare to apply for a Per Capita Grant Project, as presented.**

- (12) **Award and authorize the City Manager to sign a contract with Jaxon Enterprises, DBA Deer Creek Asphalt (Deer Creek), of Redding, CA in the amount of \$48/ton for 3/8" Plant Run Cold Mix with Oil, and \$47/ton for 1/2" Plant Run Cold Mix with Oil; subject to minor conforming or clarifying changes acceptable to the City Attorney. [Submitted by: T. Whitfield]** As a part of the City's Pavement Management Program, the Streets Division annually programs transportation funding for minor street repair projects such as reclaimer, fiber seal, chip seal, or overlay project to stabilize and extend the life of city streets. This is a maintenance project that is independent from any of the Capital Projects currently scheduled and approved and will be funded from the annual Transportation Pavement Management program.

Through the annual Pavement Management program, there is approximately \$300,000 available for minor street repair projects. A contract for the 3/8" Plant Run Cold Mix with Oil and 1/2" Plant Run Cold Mix with Oil would give staff the ability to do 4-5 overlay projects at a cost of approximately \$282,000 over the next few months before the weather gets cold. A list of the proposed overlay streets is attached (Attachment A). An overlay project can be completed by City staff using the new paver that was purchased in April 2019. This also locks in the price for material used for pothole patching for one year.

Similar overlay projects were completed as follows in 2019/2020 and these streets have held up well since that time. Staff anticipates that this project will extend the life of the selected locations between eight and ten years.

- 1) Enterprise Street from Avenue 208 to 700' north
- 2) Oakmore from Ave. 228 to Tulare Avenue
- 3) Turner Drive from Foster Drive to city limit
- 4) Pacific Ave. from De La Vina to Mooney Blvd.
- 5) Paige Ave. from Pratt to 800' west of I Street
- 6) Intersection of Paige and Pratt

The City's Purchasing Policy (Section 4, page 18, C) allows for the use of "Cooperative Purchasing or Piggy-Back" contracts to take advantage of competitively bid purchasing if it would "provide the City with benefits". Awarding this contract to Deer Creek allows staff to move forward in an expeditious manner to complete this work while the weather allows it, because this product has recently been competitively bid by another public agency.

Tulare County awarded a contract for the purchase of the 3/8" Plant Run Cold Mix with Oil and 1/2" Plant Run Cold Mix with Oil to Deer Creek in April of 2020 after advertising for competitive bids. Deer Creek has agreed to hold the prices for those same products through June 30, 2022 as follows:

- | | |
|-------------------------------------|-----------------|
| 1) 3/8" Plant Run Cold Mix with Oil | \$48.00 per ton |
| 2) 1/2" Plant Run Cold Mix with Oil | \$47.00 per ton |

The bid proposal (Attachment B), and the subsequent contracts between the County of Tulare and Deer Creek are attached (Attachment C). **Staff recommends Council award and authorize the City Manager to sign a contract with Jaxon Enterprises, DBA Deer Creek Asphalt (Deer Creek), of Redding, CA in the amount of \$48/ton for 3/8" Plant Run Cold Mix with Oil, and \$47/ton for 1/2" Plant Run Cold Mix with Oil; subject to minor conforming or clarifying changes acceptable to the City Attorney, as presented.**

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS [Time estimate: 7:30 p.m. to 8:00 p.m.]

- (1) Spotlight on Excellence – Employee Recognition. [Submitted by: R. Hunt]**
- (2) Proclamation presentation in recognition of Juneteenth.**
- (3) Proclamation presentation in honor of National Dairy Month.**

XIII. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST – G.C. 54954.2(3) [Time estimate: 8:00 p.m. to 8:15 p.m.]

- Police Chief update on issues related to Public Safety.

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: [Time estimate: 8:15 p.m. to 8:45 p.m.]

- a. Public Hearing to adopt Resolution 2021-25 approving the 2021/22 city operating budget (with all component parts as listed below), to adopt Resolution 2021-26 approving the 2021/22 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare, to adopt Resolution 2021-27 approving the 2021-2026 Projects Budget, to adopt Resolution 2021-28 establishing the 2021/2022 appropriation limit; and to receive the BPU-adopted Utility Enterprise Fund Budgets. [Submitted by: R. Hunt]** On January 19, 2021 the City Council held a budget workshop to review the mid-year financial status, to consider and discuss budget assumptions and issues, and to give staff direction regarding preparation of the proposed budget. Additional budget workshops were held on April 6, 2021, April 20, 2021, May 4, 2021, and May 18, 2021 to further review and refine the proposed budget with adjustments as directed by Council.

The Projects Budget proposal was submitted to the Planning Commission on April 26, 2021 who confirmed that the fiscal year 2021-2026 projects were consistent with the City's General Plan pursuant to California Government Code Section 65401.

The Board of Public Utilities (BPU) held a public meeting on May 6, 2021 and adopted the utilities budget, including their portion of the Capital Improvement Plan. Pursuant to the City's charter, the Council is requested to receive the BPU adopted municipal utilities budget.

The City Manager's recommendations regarding the General Operating, Personnel Control Budgets and the Projects Budget were provided to Council at the May 8, 2021 regular meeting. These recommendations serve as summaries of staff's budget formulation process. As proposed, the General Fund budget for the fiscal year 2021/22 reflects Council's direction to use reserves on a limited basis.

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

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

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

The Budget 2022 Proposed Flex Report is available for viewing at the City Clerk's Office and online. Copies will also be available at the public hearing for reference.

Projects Budget:

Pursuant to the TPMS policy, the Utility Projects Budget for FY 2021-2026 is being submitted to the Council as part of the biennial budget process for review.

Included within the Project Budget is the City's Capital Improvement Plan (CIP) budget. The CIP only includes projects that involve "capital assets" as defined under generally accepted accounting principles (GAAP). "Projects" may include studies, large expenditure maintenance of capital assets (such as streets, utility assets, etc...), and other discrete efforts, but CIP projects are projects that will create assets that must be capitalized under GAAP.

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

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

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

AGENDA MEMO
TULARE CITY COUNCIL
June 15, 2021
Page 12

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

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

Departments	New/Replace	Type of Vehicle/Equipment	Estimated Cost
Parks	New	1/2 Ton w/Equipment	45,000
Rec./Comm. Services	Replacement	Small Truck	35,000
Police	Replacement	Police Officer Interceptor (4)	200,000
Police	Replacement	Sprinter	13,000
Engineering	Replacement	Small Truck	35,000
Water	Replacement	1/2 Ton Truck	45,000
Water	Replacement	3/4 Ton Truck	50,000
Water	Replacement	1 Ton Truck	65,000
Water	Replacement	2 Ton Truck	100,000
Solid Waste	Replacement	Sideloader (2)	700,000
Solid Waste	Replacement	Roll Off (2)	340,000
Wastewater	Replacement	Mounted Air Compressor	23,000
Wastewater	Replacement	Centrifugal Trash Pump	45,000
Total Request			1,696,000

The following represents the Fleet Reserve Funds:

	Estimated Ending Reserve at 6-30-21	Revenue	Insurance	Request Expenditures	Estimated Ending Reserve at 6-30-22
General Fund					
City Manager	1,790				1,790
Streets	(43,210)	52,800	(550)		9,040
Graffiti	108,820	11,400	(320)		119,900
Parks	17,870	64,200	(1,300)	(45,000)	35,770
Recreation & Comm Services	134,990	9,600	(120)	(35,000)	109,470
Fleet Maintenance	118,040	15,000	(310)		132,730
Senior Services	17,390	4,800	(120)		22,070
Transit	29,240		(120)		29,120
Facilities Maintenance	233,100	36,000	(580)		268,520
Landscape & Lighting					-
Purchasing	5,190				5,190
Surface Water	23,800	7,200	(1,950)		29,050
CIP Administration	(29,470)	5,400			(24,070)
Total for General Fund	617,550	206,400	(5,370)	(80,000)	738,580
Police	413,510	313,600	(19,700)	(213,000)	494,410
Fire	65,050	81,600	(23,750)		122,900
Development Services	302,460	43,800	(1,000)	(35,000)	310,260
Water	456,780	89,640	(3,900)	(260,000)	282,520
Solid Waste	4,671,910	930,460	(63,150)	(870,000)	4,669,220
Sewer/Wastewater	97,460	183,300	(6,300)	(68,000)	206,460
	6,624,720	1,848,800	(123,170)	(1,696,000)	6,654,350

Appropriation Limit:

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

General Fund:

The Fiscal Year 2021-2022 Budget anticipates that the City's General Fund will receive revenues totaling \$47,594,460, which includes the recently announced partial loan repayment from the former RDA by the State of California. Given the revisions directed by the City Council at its May 18 Budget Study Session, 2021-2022 expenditures are anticipated at \$48,457,800. Thus staff projects a net general fund deficit of \$863,340, which will be covered by General Fund Reserves. Please note that the attached resolution depicts General Fund expenditures as \$43,489,950, which is due to intra and inter fund operating transfers.

The estimated cash balance of the General Fund Reserve on June 30, 2021, the end of the 2020-2021 Fiscal Year, will be \$13,935,130. Given the proposed FY21-22 expenditures, the projected General Fund Reserve cash balance will be \$13,071,790, which remains almost \$1 million more than the City Council-mandated 25% Reserve minimum of \$12,114,450.

Resolutions:

Attached are four resolutions to be considered at a single public hearing for adoption; one each for the operating budget, the Position Control Budget, the 2021-2026 Projects Budget, and the 2021/22 Appropriation Limit. Adoption of the operating budget will include all control budget components described above. Additionally, the resolutions contain guidelines for staff to use in administering the budget during the budgetary period. **Staff recommends Council adopt the following, as presented:**

1. **Resolution 2021-25 approving the 2021/22 city operating budget (with all component parts as listed below);**
 2. **Resolution 2021-26 approving the 2021/22 Position Control Budget and fixing the rate of compensation of regular full-time employees, regular part-time employees, City Council members and seasonal/temporary employees of the City of Tulare;**
 3. **Resolution 2021-27 approving the 2021-2026 Projects Budget;**
 4. **Resolution 2021-28 establishing the 2021/2022 appropriation limit; and,**
 5. **Receive the BPU-adopted Utility Enterprise Fund Budgets.**
- b. **Public Hearing to adopt Resolution 2021-29 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2021/2022 Annual Assessments. The City**

Code requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the TIP Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2021.

On June 1, 2021 the City Council adopted resolution 2021-19 approving the intent to levy assessments and receiving the draft report of the Tulare Downtown Association Board of Directors. The public hearing is the final process in the approval process. A TDA Board Member, will review the report in detail during the public hearing. **Staff recommends Council adopt Resolution 2021-29 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2021/2022 Annual Assessments, as presented.**

(2) Public Works: [Time estimate: 8:45 p.m. to 9:00 p.m.]

- a. **Approve the purchase of 41,870 square feet of real property on APN #172-040-079 located at the southeast corner of Nelder Grove Street and Alpine Avenue in the City of Tulare in the amount of \$67,410 from the Water Capital Fund for locating a City Water Storage Tank. [Submitted by: T. Whitfield]** The City owns approximately 13.42 acres of property at the southeast corner of Nelder Grove Street and Alpine Avenue identified as APN # 172-040-079, a portion of which was developed into a ponding basin leaving approximately 6.5 acres still undeveloped. As part of the City's Water Development program, an area consisting of approximately 42,000 square feet of the remaining undeveloped property was determined to be suitable for the site of a 2 million gallon water storage tank.

As a background to the original 13.42 acres of property:

December 2008 – The City entered into an Oversized Construction Reimbursement Agreement with Lennar Fresno Inc., which provided for acquisition of the park/pond property at \$53,310.19 per acre. Park DIF's were used for the purchase.

June 2014 – The City Council determined that a park was not needed for consistency with the 2035 General Plan and declared the property surplus.

On February 2, 2017, the Board of Public Utilities directed staff to initiate an evaluation of the undeveloped property for its suitability to be used as a water storage tank site, determine a suitable size for the storage tank site, and determine the value of the property required.

A Brokers Opinion of Value was prepared on March 20, 2017 by Craig Smith and Associates for the approximately 32,398 sq. ft. of property originally identified for the tank site. The estimated value was between \$65,000 and \$70,000. After the design was completed by Carollo Engineers, it was determined that the City actually needed 41,870 sq. ft. of property (identified herein) to accommodate the tank site and provide suitable access from Alpine Avenue to the site. In February 2018, an Appraisal Report was prepared by Hopper Company for the City of Tulare for the remaining 5.62 acres of land next to the existing ponding basin and subject tank site. The market value was given as \$395,000, which came out to \$1.61 per square foot. Based upon both the Appraisal Report and prior Brokers Opinion of Value, staff has valued the property required for the tank site and access road at \$67,410 (\$1.61 sq. foot).

The Alpine water storage tank project was completed in early fall of 2019 and staff has established that the property size and access road have met expectations and allow staff adequate access to the site. The Water Fund needs to compensate the other City funding source (Park DIF account) that were originally used to purchase the greater 13.42 acres for the property being conveyed to the Water Fund. This item was taken to the Board of Public Utilities at their regular meeting on June 3, 2021. The BPU approved the purchase price and now this item is being brought to the City Council for their acceptance and approval. The funding for the property acquisition will come from the Water Capital Fund. **Staff recommends Council approve the purchase of 41,870 square feet of real property on APN #172-040-079 located at the southeast corner of Nelder Grove Street and Alpine Avenue in the City of Tulare in the amount of \$67,410 from the Water Capital Fund for locating a City Water Storage Tank, as presented.**

(3) City Manager: [Time estimate: 9:00 p.m. to 9:10 p.m.]

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

XV. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3) [Time estimate: 9:10 p.m. to 9:25 p.m.]

XVI. ADJOURN REGULAR MEETING

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

June 1, 2021

A closed session of the City Council, City of Tulare was held on Tuesday, June 1, 2021, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North “M” Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre^(via phone), Jose Sigala, Stephen C. Harrell, Patrick Isherwood

STAFF PRESENT: Rob Hunt, Mario Zamora, Mandy Jeffcoach Special Counsel^(via phone), Josh McDonnell, Michael Miller, Greg Merrill, Darlene Thompson, Clay Roberts, Jason Bowling, Roxanne Yoder

6:00 p.m.

I. CALL TO ORDER CLOSED SESSION

Mayor Mederos called the closed session to order at 6:01 p.m.

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

There were no public comments.

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

Mayor Mederos adjourned to closed session at 6:04 p.m. for those items as stated by City Attorney Mario Zamora

- (a) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1) [Submitted by: M. Jeffcoach]
Name of Case: City of Tulare v. Del Lago Place, TCSC Case No. 286863
- (b) 54957.6b Conference with Labor Negotiators
Represented/Unrepresented Employee(s): Fire, All Groups; CLOCEA; Mid-Managers and Department Heads
Negotiators: Rob Hunt, Janice Avila, Mario Zamora [Submitted by: M. Zamora, R. Hunt, J. Avila]
- (c) 54957 Public Employment
Title: City Manager

IV. RECONVENE CLOSED SESSION

Mayor Mederos reconvened closed session at 7:08 p.m.

V. CLOSED SESSION REPORT (if any)

Mayor Mederos advised that items b and c were not concluded.

VI. ADJOURN CLOSED SESSION

Mayor Mederos adjourned closed session to trail the regular meeting.

A regular session of the City Council, City of Tulare was held on Tuesday, June 1, 2021, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre^(via Zoom), Jose Sigala^(left 9:45 p.m.), Stephen C. Harrel, Patrick Isherwood

STAFF PRESENT: Rob Hunt, Mario Zamora, Josh McDonnell, Michael Miller, Darlene Thompson, Trisha Whitfield, Greg Merrill, Cameron Long, Ryan Leonardo, Tim Doyle, Traci Myers, Janice Avila, Clay Roberts, Jason Bowling, Nick Bartsch, Jim Funk, Alexis Costales, Roxanne Yoder

VII. CALL TO ORDER REGULAR SESSION

Mayor Mederos called the regular session to order at 7:08 p.m.

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Sigala led the Pledge of Allegiance and Susan Henard led the invocation.

IX. CITIZEN COMMENTS

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

Donnette Silva-Carter, Chamber CEO, addressed the Council on Salute to Dairy month.

Brock Neeley addressed the Council regarding a book donation. Library Manager Heidi Clerk received the donation.

"Sam" addressed the Council regarding the homeless community.

X. COMMUNICATIONS

There were no items for this section of the agenda.

XI. CONSENT CALENDAR

It was moved by Council Member Sigala, seconded by Council Member Harrell, and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of items 5, 7, 9 & 13 (pulled by staff).

- (1) Authorization to read ordinances by title only.
- (2) Approve minutes of May 18, 2021 special/regular meeting(s) [Submitted by: R. Yoder]
- (3) Adopt Resolution 2021-17 reassigning the authority and functions of the Housing & Building Appeals Board to the Tulare City Council. [Submitted by: R. Hunt]
- (4) Accept all required public works improvements for Jack in the Box located at the northeast corner of Mooney Boulevard and Bardsley Avenue as complete, authorize the City Engineer to sign a Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [Submitted by: M. Miller]
- (5) Authorize the City Manager to complete and execute the documents necessary to purchase property located as a portion of APN: 169-300-008 in the amount of \$2,600.00 for the use of public right-of-way for Project EN0084 – Pleasant Avenue Improvements Project, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: J. Funk] Mayor Mederos pulled the item with questions regarding the appraisal. Project Manager Jim Junk responded thereto. Following discussion, it was moved by Mayor Mederos, seconded by Council Member Harrell, and unanimously carried to approve the item as presented.
- (6) Accept as complete the contract with Romanazzi General Engineering for work on the Traffic Signal and Intersection Improvements at Prosperity Avenue and Oaks Street Project (Project EN0072). 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: J. Funk]
- (7) Approve Amendment No. 2 to the Caltrans Cooperative Agreement 06-1608, related to improvements to the State Route 99 and State Route 137 (Tulare Avenue) Interchange, allocating an additional \$325,000 of the City's RSTP funding, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: N. Bartsch] Mayor Mederos pulled the item to clarify the matter for the public. Senior Project Manager Nick Bartsch responded thereto. Following discussion, it

was moved by Mayor Mederos, seconded by Council Member Sigala, and unanimously carried to approve the item as presented.

- (8) **Authorize the City Manager to sign a contract with 4 Creeks of Visalia, CA in an amount not to exceed \$294,190 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0095, a street and utility improvement project between O Street and Blackstone Street, and between San Joaquin Ave. and the Santa Fe Trail; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$29,419) of the contract award amount; and approve the updated project scope and budget. [Submitted by: N. Bartsch]**
- (9) **Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$435,220 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0094, a street and utility improvement project between O Street and Blackstone Street, and between Tulare Avenue and San Joaquin Avenue; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$43,522) of the contract award amount; and approve the updated project scope and budget. [Submitted by: N. Bartsch]** Mayor Mederos pulled the item for the purpose of allowing neighboring residents to address the Council. Senior Project Manager Nick Bartsch responded thereto. Mayor Mederos invited public comment. Lisa Williams and Becky Perez addressed the Council with concerns over safety and speeding on Sycamore. Following discussion, it was moved by Council Member Sigala, seconded by Council Member Harrell, and unanimously carried to approve the item as presented.
- (10) **Receive a list of proposed projects to be funded through Senate Bill No. 1 (SB 1) revenues; and adopt Resolution 2021-18, which includes the 2021/22 Road Maintenance and Rehabilitation Account (RMRA) funds in the City's 2021/22 Capital Improvements Projects program budget and identifies a list of proposed projects that will utilize those funds. [Submitted by: N. Bartsch]**
- (11) **Adopt Resolution of Intent 2021-19 receiving the draft report of Tulare Downtown Association (TDA) Board of Directors, and setting June 15, 2021, as the public hearing date regarding annual downtown district assessments. [Submitted by: D. Thompson]**
- (12) **Adopt Resolution 2021-20 authorizing the surplus of 11 City Vehicles Equipment. [Submitted by: M. Correa]**
- (13) **Award and authorize the City Manager to sign a contract with Jaxon Enterprises, DBA Deer Creek Asphalt (Deer Creek), of Redding, CA in the amount of \$48/ton for 3/8" Plant Run Cold Mix with Oil, \$47/ton for 1/2" Plant Run Cold Mix with Oil and \$49.10/ton for 1/2" Hot Asphalt Concrete; subject to minor conforming or clarifying changes acceptable to the City Attorney.**

[Submitted: T. Whitfield] Per the request of staff, this item is pulled and will be reagendaized for a future meeting.

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) Proclamation presentation in recognition of the LGBTQ Pride Month.**
Mayor Mederos presented the proclamation in recognition of LGBTQ Pride Month.
- (2) Tulare Chamber of Commerce Annual Report presented by Donnette Silva-Carter, CEO.** Donnette Silva-Carter, Chamber CEO, provided a PowerPoint presentation for the Council's review and consideration.

XIII. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST - G.C. 54954.2(3)

Mayor Mederos requested the following two items for the June 15, 2021, Council Meeting:

1. A Proclamation for Juneteenth.
2. A Proclamation for Dairy Month.

With no objections, staff was directed to proceed with the preparation and scheduling of same.

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 adopt Resolution 2021-21 approving the 2021 Community Development Block Grant (CDBG) Annual Action Plan (APP) to allocate CDBG funds in the amount of \$373,897 to public infrastructure improvements, \$70,000 to job training and placement services, \$55,000 to minor home rehabilitation, \$116,286 to CDBG program administration, and \$106,797 to services for people experiencing and those at-risk of homelessness; and authorize the City Manager or his designee to submit the same to HUD on behalf of the City of Tulare. [Submitted by: T. Myers]** Community & Economic Development Director Traci Myers introduced Housing & Grant Specialist Alexis Costales who provided a PowerPoint Presentation for the Council's review and consideration. Mayor Mederos opened the public hearing at 8:32 p.m. Rebecca Peter of Tulare County Family Services thanked the Council for their support. Dirk Hoelbecker of Habitat for Humanity addressed and thanked the Council. Don LeBaron addressed the Council on behalf of Tulare Downtown Association who is called upon to assist businesses with cleanup and asked the Council to consider assisting with funding for his efforts.

Mayor Mederos closed the public hearing at 8:46 p.m. Following the presentation, it was moved by Council Member Harrell, seconded by Council Member Isherwood, and unanimously carried to adopt Resolution 2021-21 as presented.

(2) Community Development:

- a. **Tulare City Council, in its capacity as the Housing Successor Agency, review and consideration of a Loan Agreement between the City of Tulare and Self-Help Enterprises for a loan in the amount of One Million and No/100 Dollars (\$1,000,000) from the City's Housing Asset Fund for the development and construction of eighty-one (81) units of affordable multifamily rental housing in the City of Tulare, also known as Santa Fe Commons I. [Submitted by: T. Myers]** Council Member Isherwood declared a business conflict and left the room. Community & Economic Development Director Traci Myers provided a PowerPoint presentation for the Council's review and consideration. Miguel Arambula, Self-Help Enterprises, addressed questions and comments posed by Council. Following discussion, it was moved by Council Member Sigala, seconded by Council Member Harrell, and unanimously carried to approve the item as presented.

(3) Public Works:

- a. **Review, discuss and provide direction on the replication of the milk glass art work and painting of the water tower located at South "O" Street and Kern Avenue. [Submitted by: T. Whitfield]** Public Works Director Trisha Whitfield provided a report for the Council's review and consideration. Ms. Whitfield noted that the 2020/2021 CIP budget is funded at approximately \$310,000 for the inspection, repair/preventative maintenance work both inside and outside, and includes a basic painting (white, blue and black lettering) quote of \$72,400.

Donnette Silva-Carter, John Harman, Don LeBaron and Janet LeBaron addressed the Council in support of keeping the water tower's iconic theme and is happy to partner in the process. Questions and comments addressed by staff.

The consensus of the Council was to direct staff to take an item to the Board of Public Utilities to consider \$72,400 of the CIP project funding for base paint & lettering.

(4) City Attorney:

- a. **Update by City Attorney regarding the request to increase the administrative city fine for use and possession of illegal fireworks and for revising the City's municipal code to add a chapter on illegal fireworks and amending the City's municipal code to address specific time for use of Safe and Sane fireworks. [Submitted by: M. Zamora]** City Attorney Mario Zamora provided a report for the Council's review and

consideration. Questions and comments posed by Council were addressed by staff. Following discussion, Council directed staff to perform further work on this matter, including history, stats on citations and payments of fines and a draft ordinance.

(5) City Manager:

- a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]** City Manager Rob Hunt provided a brief update for the Council's review and consideration.

XV. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3)

Council Member Harrell requested staff review of Municipal Chapter 9.40 (Trains) for potential amendments. Staff will review.

Council Member Isherwood requested certificates for the Board of Appeals Members recognizing their service. Staff will facilitate.

XVI. ADJOURN REGULAR MEETING

Mayor Mederos adjourned to the trailed closed session at 10:18 p.m.

Mayor Mederos reconvened from closed session at 10:43 p.m. and advised there was no reportable action.

Mayor Mederos adjourned the regular meeting at 10:43 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
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Conditionally approve the final map and subdivision improvement agreement for Phase 3 of Kensington Estates subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to August 14, 2020.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Planning Commission Resolution No. 5379 adopted on October 26, 2020 approved the tentative map for Kensington Estates subdivision located on the northwest corner of Cartmill Avenue and Mooney Boulevard. The overall subdivision comprises approximately 24 acres consisting of 111 lots, and is being developed in phases.

Phase 3 of Kensington Estates subdivision consists of 55 single-family residential lots. The subdivider is actively working to complete the final map. To expedite the final map approval process, the subdivider is requesting Council's conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60-days. Such requests have routinely been accommodated.

A copy of the Planning Commission Resolution No. 5379, final map, and the draft subdivision agreement is attached.

STAFF RECOMMENDATION:

Conditionally approve the final map and subdivision improvement agreement for Phase 3 of the Kensington Estates subdivision for recordation, and accept all easements and dedications offered to the City, subject to receipt of the signed final map, all fees, and other required items prior to August 14, 2020.

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
Date: June 15, 2021

Title: City Engineer
City Manager Approval: _____

KENSINGTON ESTATES, PHASE 3

LEGEND

- ▲ UNIMPROVED FOUND AS REFERRED
- SET BY RECORDING THE PLANS
- SET BY THIS PLAN
- SET BY RECORDING PREVIOUS PLANS
- SET BY RECORDING PREVIOUS PLANS AND ADOPTING THIS PLAN
- SET BY RECORDING PREVIOUS PLANS AND ADOPTING THIS PLAN AND THE GENERALISTS' GENERAL ASSOCIATION
- PUBLIC UTILITY FACILITY
- THE CENTER LINE OF THE EIGHTH QUARTER OF SECTION 36, T39N R14E, S49E, SAN JOAQUIN COUNTY RECORDS A1, U, J1
- THE CENTER LINE OF THE EIGHTH QUARTER OF SECTION 36, T39N R14E, S49E, SAN JOAQUIN COUNTY RECORDS A1, U, J1

LOT USE NOTE

LOTS A, G, H, L AND O ARE RESERVED FOR THE KENSINGTON SUBDIVISION. THE UNIMPROVED BLOCK WALLS, PUBLIC BENCHES AND UTILITY APPROPRIATIONS.

LOTS B, C, D, E, F, I, K, M, N, P AND Q TO BE RESERVED FOR RESIDENTIAL AND SINGLE ACCESS APPROPRIATIONS.

BASIS OF BEARINGS

THE CENTER LINE OF THE EIGHTH QUARTER OF SECTION 36, T39N R14E, S49E, SAN JOAQUIN COUNTY RECORDS A1, U, J1

Radials Table

#	Bearing
R1	N89° 55' 27"E
R2	S8° 55' 27"E
R3	S8° 55' 27"E

CURVE TABLE

CURVE #	DELTA	LENGTH	RADIUS
C1	89° 00' 00"	31.42	20.00
C2	89° 00' 00"	31.42	20.00
C3	89° 00' 00"	31.42	20.00
C4	89° 00' 00"	31.42	20.00
C5	89° 00' 00"	31.42	20.00
C6	89° 00' 00"	31.42	20.00
C7	89° 00' 00"	31.42	20.00
C8	89° 00' 00"	31.42	20.00
C9	89° 00' 00"	31.42	20.00
C10	89° 00' 00"	31.42	20.00
C11	89° 00' 00"	31.42	20.00
C12	89° 00' 00"	31.42	20.00
C13	89° 00' 00"	31.42	20.00
C14	89° 00' 00"	31.42	20.00
C15	89° 00' 00"	31.42	20.00
C16	89° 00' 00"	31.42	20.00

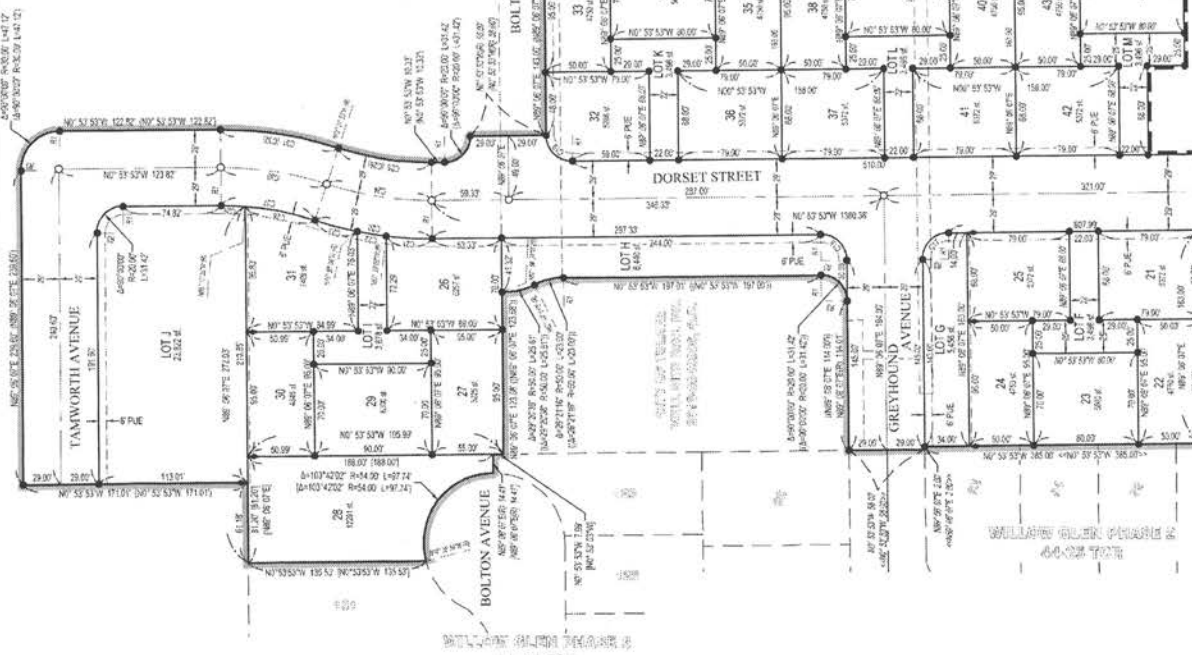
CURVE TABLE

CURVE #	DELTA	LENGTH	RADIUS
C17	89° 00' 00"	31.42	20.00
C18	89° 00' 00"	31.42	20.00
C19	89° 00' 00"	31.42	20.00
C20	89° 00' 00"	31.42	20.00
C21	89° 00' 00"	31.42	20.00
C22	89° 00' 00"	31.42	20.00
C23	89° 00' 00"	31.42	20.00
C24	89° 00' 00"	31.42	20.00
C25	89° 00' 00"	31.42	20.00
C26	89° 00' 00"	31.42	20.00
C27	89° 00' 00"	31.42	20.00
C28	89° 00' 00"	31.42	20.00
C29	89° 00' 00"	31.42	20.00
C30	89° 00' 00"	31.42	20.00
C31	89° 00' 00"	31.42	20.00
C32	89° 00' 00"	31.42	20.00
C33	89° 00' 00"	31.42	20.00
C34	89° 00' 00"	31.42	20.00
C35	89° 00' 00"	31.42	20.00
C36	89° 00' 00"	31.42	20.00
C37	89° 00' 00"	31.42	20.00
C38	89° 00' 00"	31.42	20.00
C39	89° 00' 00"	31.42	20.00
C40	89° 00' 00"	31.42	20.00
C41	89° 00' 00"	31.42	20.00
C42	89° 00' 00"	31.42	20.00
C43	89° 00' 00"	31.42	20.00
C44	89° 00' 00"	31.42	20.00
C45	89° 00' 00"	31.42	20.00
C46	89° 00' 00"	31.42	20.00
C47	89° 00' 00"	31.42	20.00
C48	89° 00' 00"	31.42	20.00
C49	89° 00' 00"	31.42	20.00
C50	89° 00' 00"	31.42	20.00
C51	89° 00' 00"	31.42	20.00
C52	89° 00' 00"	31.42	20.00
C53	89° 00' 00"	31.42	20.00
C54	89° 00' 00"	31.42	20.00
C55	89° 00' 00"	31.42	20.00
C56	89° 00' 00"	31.42	20.00
C57	89° 00' 00"	31.42	20.00
C58	89° 00' 00"	31.42	20.00
C59	89° 00' 00"	31.42	20.00
C60	89° 00' 00"	31.42	20.00

SEE SHEET 2

PREPARED BY
4CREEPS
104 S. SANTA FE ST., STE. A
P.O. BOX 7393
MESA, CA 93092
TEL: 530.962.3632
FAX: 530.962.3215

SHEET 3 OF 3



RESOLUTION NO. 5379

FILE COPY

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION
APPROVING TENTATIVE SUBDIVISION MAP 2020-16- KENSINGTON 3 & 4
AND CONDITIONAL USE PERMIT 2020-13**

WHEREAS, the City of Tulare Planning Commission held a regular meeting on October 26, 2020 to consider a request by Woodside Homes to subdivide approximately 24-acres into a 111-lot small-lot single family residential subdivision on property located on the northwest corner of Cartmill Avenue and Mooney Blvd. (APN 149-060-034 portion); and,

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

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

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

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

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

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

WHEREAS, an Initial Study was prepared and found that although the proposed project could have a significant effect on the environment, there will not be a significant environmental impact with the incorporation of mitigation measures; and,

WHEREAS, the City of Tulare Planning Commission determined that a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act; and,

WHEREAS, the City of Tulare Planning Commission considered the proposed Mitigated Negative Declaration and finds that there is no substantial evidence that the project will have a significant effect on the environment with mitigation measures incorporated; and,

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

1. That the proposed location of the Tentative Subdivision Map is consistent with the policies and intent of the General Plan, Zoning Ordinance, and Subdivision Ordinance.
2. That the proposed location of the Tentative Subdivision Map and the conditions under which it would be built or maintained will not be detrimental to the public health, or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed Tentative Subdivision Map will be in keeping with existing and future land uses on the site.

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

- 1) That the proposed location of the project is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located.
- 2) That the proposed location of the use and the conditions under which it would operate or be maintained will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity.
- 3) That the proposed conditional use will comply with each of the provisions of the Zoning Title:
- 4) That the proposed use is consistent with the Tulare General Plan:
- 5) That the site for the proposed use is adequate in size, shape and location to accommodate the use the district for which it is proposed:

BE IT FURTHER RESOLVED, that the Planning Commission hereby approves Tentative Subdivision Map 2020-156 (Kensington 3 & 4) and Conditional Use Permit No. 2020-13, subject to the following:

- 1) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved tentative map.

- 2) This approval shall supersede that portion for which the proposed boundaries that overlap the previously approved Willow Glen tentative subdivision map that was approved on September 12, 2016.
- 3) Applicant shall comply with Engineering, Fire Department, Parks and Solid Waste Division comments/conditions (Attachments VIII, IX, X and XI).
- 4) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits and prior to the storage of combustible materials on site.
- 5) Final acceptance of the tract shall be contingent upon the subdivider providing within and/or outside the tract, drainage disposal facilities, as required to receive drainage and dispose for drainage and storm waters from this tract. Said facilities shall be subject to the approval of the Public Works/Engineering Department.
- 6) Six-foot public utility easements shall be granted along all street frontages as required for public utilities.
- 7) Final subdivision map shall depict all easements.
- 8) Comply with the requirements outlined in the Caltrans letter dated October 21, 2020.
- 9) A Landscape & Lighting District was created as part of the original Willow Glen Development. Only a portion of the proposed project falls within that original Landscape and Lighting District. The Developer has two options: 1) incorporate the proposed development into the existing Willow Glen Landscape and Lighting District or 2) create a Homeowners Association (HOA) for the maintenance of the proposed landscape lots. A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase of development. The landscape & irrigation master plan shall be approved by the Director of Parks and Community Services a minimum 75 days before approval of the final map or approval of the improvement plans (whichever comes first).
- 10) If the development wants to incorporate the current project into the existing Landscape & Lighting District, the Subdivider shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of the district a minimum of 75 days before approval of the final map or approval of the improvement plans (whichever comes first). The Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance. Dedication to the City is

required for all landscape and common area lots to be maintained by the Landscape & Lighting District.

- 11) If the development wants to incorporate the current project in to the existing Landscape and Lighting District, the applicant shall record a note on final map indicating that all residential lots are subject to a landscape maintenance district pursuant to the Landscape and Lighting Act.
- 12) If the development wants to incorporate the current project in to the existing Landscape and Lighting District, the applicant shall provide for CC&R's with provisions that require maintenance of landscaping and building elevations and with enforcement provisions by the City of Tulare.
- 13) The applicant shall comply with the requirements of the Public Works Director and City Engineer regarding sewage disposal and water supply facilities.
- 14) All lots shall meet the provisions of the applicable zoning district.
- 15) Street names shall be consistent with street naming policy of the City of Tulare and approved by the Street Naming Committee, and subject to approval by the Community & Economic Development Director.
- 16) Applicant to record a "Right to Farm" notice on final map.
- 17) Applicant shall submit four copies of a landscape and irrigation plan consistent with the City's landscape ordinance.
- 18) A 7-foot tall block wall is required along Mooney Blvd and Cartmill Avenue. Final block wall design is subject to the Community & Economic Development Director approval.
- 19) The final map shall waive access rights for any property backing onto Cartmill Avenue, and Mooney Blvd.
- 20) Applicant to comply with San Joaquin Valley Air Pollution Control District regulations regarding dust control during construction.
- 21) Applicant to comply with all pertinent San Joaquin Valley Air Pollution Control District Rules.
- 22) Recording of the final map is subject to the approval of General Plan Amendment 2020-03 and Zone Amendment No. 742 by the City of Tulare City Council.

- 23) Applicant shall continue to work with Caltrans to address the recommendations for improvements along Mooney Boulevard as set forth in the Caltrans' October 21, 2020 correspondence.
- 24) Applicant to comply with all mitigation measures and mitigation monitoring and reporting program within the Initial Study/Mitigated Negative Declaration prepared for the Kensington 3 & 4 TSM, General Plan Amendment 2020-03, Zone Amendment 742 and Conditional Use Permit 2020-13.
- 25) Applicant to provide and locate mailbox clusters as approved by the U.S. Postmaster, Tulare.
- 26) 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, beings as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later changing such exactions.
- 27) Applicant to provide a retaining wall wherever adjacent lot grades exceed six inches.

Engineering:

CONDITIONS OF APPROVAL:

SITE PLAN:

Provide a minimum 200' of separation from the centerline of "B" Avenue to "D" Avenue.

The proposed 90 degree elbow at "A" Avenue and "I" Street and the proposed 90 degree elbow at "C" Avenue and "I" Street shall be replaced with a City standard bulb.

The proposed connection of "E" Avenue at Cartmill Avenue will be limited to a right-in/right-out configuration. At the time of off-site improvement plan submittal, if a median sufficient to limit turning movements to right-in/right-out does not exist, a temporary median shall be shown on the plans and constructed with the project. Temporary improvements are not eligible for reimbursement.

The street connection of "E" Avenue to the future development to the north shall be done using reverse curves.

If phasing is proposed, please show phase lines on the proposed site plan.

A temporary turnaround would be required at the northern end of "E" Avenue.

At the southwest corner of the development, the proposed landscape lot is 30 feet wide.

Reduce lot width to 10 feet to match existing landscape lot to the west.

Mooney Boulevard Cross Section:

- Show cross section location on the proposed site plan.
- Show landscaping lot behind right-of-way along the project's frontage.
- Cross section and lane configuration shall be per Caltrans requirements.
- Remove pavement structural thickness callouts from the proposed cross sections.
- Show and call out location of block wall.

Cartmill Avenue Cross Section:

- Show cross section location on the proposed site plan.
- Remove the R/W callout at the center of the median.
- The proposed median width along the project frontage is 14 feet not 18 feet.
- The distance from median curb face to curb face shall be 38 feet not 36 feet.
- Lane configuration is 12 foot from median and 24 foot to face of curb.
- Remove the wording "Easement Dedication Req'd." from the Landscape and Lighting District callout.
- Remove pavement structural thickness callouts from the proposed cross sections.

Local Street Cross Section:

- Show cross section location on the proposed site plan.
- Provide an additional cross section for local streets with landscaping lots.
- Remove pavement structural thickness callouts from the proposed cross section.
- Site plan shows 11 feet from right-of-way to curb face, but are calling out 5' parkway and 5' sidewalk in the cross section.

STANDARD CONDITIONS OF APPROVAL:

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 design shall conform to City of Tulare Design Guidelines and Public Improvement Standards. Arterial street widths and design traffic indices shall be as noted in Attachment "A."

Per Section 8.24.450 (A) (1) (d) of the City of Tulare Municipal Code Part-width streets shall contain a minimum of two 12-foot-wide travel lanes, an 8-foot-wide parking land and a 4-foot paved shoulder.

The structural section of all streets shall be not less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards. 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.

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.

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 minimum 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 per Section 8.24.450 (A) (2) (b) of the City of Tulare Municipal Code.

The centerline curve radius for roadway design shall be based on the posted speed limit and have 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 requirements of City Code and the City of Tulare Design Guidelines and Public Improvement Standards.

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

Property line chamfers or radii are required at all street intersections per the requirements of the City of Tulare Design Guidelines and Public Improvement Standards.

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, unless deemed not necessary by the Fire Department, Solid Waste Department, and the Engineering Department.

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 8.24.450 (A) (10) 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 8.24.500 (M) (1) of the City of Tulare Municipal

Code. The cost of all relocations and undergrounding shall be included in the subdivision bonds. The following locations have existing above ground utilities that will need to be undergrounded:

<u>Street</u>	<u>Location/Description</u>
Mooney Boulevard	Across the Project's Frontage/SCE power lines
South of the "C" Avenue alignment	Power line currently serving the City tank and well.

SANITARY SEWERS:

Sanitary sewers shall be designed and constructed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards.

Sewer laterals shall be installed to the property lines of all lots before the streets are surfaced. Laterals shall be located per City of Tulare Design Guidelines and Public Improvement Standards, 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 system shall be designed and constructed in accordance with the City of Tulare Design Guidelines and Public Improvement 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 and maximum fall around curb returns shall be 0.64% and 1.5% respectively.

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 unless specified otherwise by the City Engineer.

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 designed and constructed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards.

Water services shall be installed to the property line of all lots before the streets are surfaced. Services shall be located per City of Tulare Design Guidelines and Public Improvement Standards. The minimum horizontal distance between water services and sewer laterals (measured from outside of pipe to outside of pipe) 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 and/or replace 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 the City of Tulare Design Guidelines and Public Improvement 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:

Per Section 8.24.500 (H) (1) of the City of Tulare Municipal Code, if any portion (other than TID's Main Canal) of an existing irrigation canal (including ditch banks and maintenance access roads) falls within the development or within City right-of-way affected by the project, 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.

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.

A City encroachment permit is required for any work to be performed within existing City rights-of-way or easements. A traffic control plan subject to the approval of the City Engineer is required for any work that will impact existing roadways. Encroachment permits may also be required by the State, Tulare Irrigation District and/or Union Pacific Railroad for any work impacting their rights-of-way, easements or facilities.

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 approved improvement drawings shall become the property of the City of Tulare.

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. Such work must be performed at prevailing wage rates to be eligible for reimbursement. 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 the filing a Notice of Intent with the State Water Resources Control Board under the General Permit to discharge storm water associated with construction

activity, the preparation of a storm water pollution prevention plan, and monitoring program.

ATTACHMENT "A"

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

- 1) A master plan for street layout for the entire development shall be submitted for approval prior to approval of any portion thereof.
- 2) Arterial roadway design criteria shall be as indicated below. Structural section design shall be based upon the indicated traffic index, but shall not be less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards:

Roadway	Classification	Traffic Index	Sidewalk Width	Sidewalk Configuration
Cartmill Avenue	Major Arterial	10.5	6 foot	Parkway Configuration
Mooney Blvd (SR 63)	Per Caltrans		8 foot	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:
- 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
- Provide a pavement transition from the existing roadway cross-section to the new roadway cross-section, of a width and length as approved by the City Traffic Engineer

Other: Median improvements in Cartmill Avenue at "E" Avenue to restrict turning movements to right-in/right-out only as required by City Engineer.

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:

3) Backing lot treatment with common area landscaping, irrigation and block wall improvements shall apply to the following frontages: Cartmill Avenue, Mooney Boulevard, and on local streets as shown on the approved Site Plan.

4) Waiver of direct access rights shall be provided as follows: _____.

5) The development shall incorporate the following traffic calming measures: _____.

6) The development shall incorporate the following bicycle/pedestrian facilities: _____.

7) The development shall incorporate City standard bus turnout(s) at the following location(s): _____.

8) In accordance with the Traffic Study prepared by Peters Engineering Group for the Kensington 3 Tentative Subdivision Map and dated August 13, 2020, the following traffic signal and intersection mitigation measures shall be required:

- Intersection of Cartmill Avenue and De La Vina Street – Installation of a traffic signal is required as a condition of approval for Phase 1 of the Kensington 3 Subdivision.
- Intersection of Pacific Avenue and Mooney Boulevard (S.R. 63) – Installation of a traffic signal is required as a condition of approval for Phase 4 of the Willow Glen (a.k.a. Brighton) Subdivision.
- Intersection of Cartmill Avenue and Mooney Boulevard (S.R. 63) – Due to right-of-way constraints on the east leg of Cartmill Avenue preventing the installation of the identified traffic signal modifications, Kensington 3 impacts shall be considered mitigated through payment of development impact fees, a portion of which shall go towards future construction of the improvements.

- 9) A Landscape & Lighting District was created as part of the original Willow Glen Development. Only a portion of the proposed project falls within that original Landscape and Lighting District. The Developer has two options: 1) incorporate the proposed development into the existing Willow Glen Landscape and Lighting District or 2) create a Homeowners Association (HOA) for the maintenance of the proposed landscape lots. A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase of development. The landscape & irrigation master plan shall be approved by the Director of Parks and Community Services a minimum 75 days before approval of the final map or approval of the improvement plans (whichever comes first).
- 10) If the development wants to incorporate the current project into the existing Landscape & Lighting District, the Subdivider shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of a the district a minimum of 75 days before approval of the final map or approval of the improvement plans (whichever comes first). The Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance. Dedication to the City is required for all landscape and common area lots to be maintained by the Landscape & Lighting District.
- 11) A portion of the proposed development falls within the existing Willow Glen master plan. An updated master plan for sewer that includes the proposed development shall be submitted for approval prior to approval of any portion of the system.
- 12) 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: _____.
- 13) A portion of the proposed development falls within the existing Willow Glen master plan. An updated master plan for storm drainage that includes the proposed development shall be submitted for approval prior to approval of any portion of the system.
- 14) 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 in accordance with 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 a notice of completion. The Engineer or Architect shall affix their stamp and seal to the letter.

- 15) 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: _____.
- 16) A portion of the proposed development falls within the existing Willow Glen master plan. An updated master plan for water that includes the proposed development shall be submitted for approval prior to approval of any portion of the system.
- 17) 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: _____.
- 18) Individual water services (1 ½" minimum) with meter boxes shall be installed to all R-M-2 lots.
- 19) A water sampling station shall be installed as follows: _____.
- 20) The current emergency drought condition in the City and the entire State, as well as reduced production of certain wells in the City's system due to contamination, along with significant rise in water service demand on the City's system, has created a need for ensuring that future connections to the system do not adversely affect the City's ability to deliver safe water supply to all of its customers. A full analysis of project impacts to the City's overall water system shall be completed at Developer's expense. The analysis shall be based upon the City's official hydraulic model of the system, and shall be performed by the City's selected consultant. The scope and final determination of the analysis shall be subject to the approval of the Public Works Director, whose decision can be appealed to the Board of Public Utilities. Should the hydraulic model show that connection of the project shall have adverse impacts on the City overall water system, the Developer shall be required to mitigate the adverse impacts to the satisfaction of the Public Works Director and City Engineer prior to approval being granted for connection to the system.

21) Miscellaneous Comments:

A 12" master plan water line is required along the projects Mooney Boulevard frontage.

A 10" master plan sewer line is required along the projects Mooney Boulevard frontage.

A dedicated right turn lane for southbound traffic at the intersection of Mooney Boulevard and Cartmill Avenue is required.

The existing traffic signal located at the northwest corner of Mooney Boulevard and Cartmill Avenue shall be relocated to its ultimate location. Developer shall install a new curb return, per Caltrans requirements, at the northwest corner of Cartmill Avenue and Mooney Boulevard.

Developer shall install frontage improvements including curb, gutter, pave-out, sidewalk, and landscaping for the existing City well and water storage tank lot at the northwest corner of "B" Avenue and "E" Avenue. Said costs shall be reimbursable by the City.

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: \$ TBD per front foot for frontages on Cartmill Avenue.
- 2) Sewer Lift Station Fee of \$ _____ per acre.
- 3) Water front foot charges: \$ TBD per front foot for frontages on Cartmill Avenue.
- 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: \$ 17.50 per front foot for frontage on Mooney Blvd. (in lieu of installing Master Plan water main).
- 10) Street Fee: \$ TBD. Phase 1 shall pay in-lieu fees for its share of Mooney Blvd. frontage improvements to be constructed with Phase 2.
- 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 at rates in effect at time of permit issuance.
- 14) Engineering Plan Review Fee to be paid at time of submittal.
- 15) Final Map Plan Check Fee to be paid at time of submittal.

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

Fire:

1. The project must comply with all of the latest applicable codes and standards.
2. Additional fire hydrants shall be required. Fire hydrant spacing shall be as follows:
 - a. **Residential development**, one hydrant shall be installed at **500-foot** intervals.
 - b. **Divided Highway (applies to both Cartmill Ave. & Mooney Blvd)** hydrants shall be installed at **500-foot** alternating intervals.
3. An approved water supply for fire protection *shall* be made available prior to combustible materials arriving on the site.
4. An approved fire apparatus access road 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"
5. 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.
6. 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.
7. All dead-end access roads in excess of 150 feet must be provided with an approved turn-around complying with City standards.
8. All buildings shall be provided with approved address identification. A monument sign with the address may be allowed near the street or road fronting on the buildings. Numbers and letters shall be on contrasting backgrounds and be a minimum of 4" high.

Solid Waste:

1. Customer responsible for setting cans out for service by 6:00 am and removing cans from curb, gutter, or alley on the same day after serviced. Customer is responsible for any violations.
2. Standard residential can service. Trash, green waste/organics and blue recycling cans serviced once a week.

3. Customer will be required to roll container out to curb curbside alley for service.
4. 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 provided 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. 07-04. 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: All automated cans will have to be placed at least 3 feet apart for service at the curb.

Parks

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 Chapter 10.196 of MC shall comply with the following development standards:

GENERAL STANDARDS:

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 redesign requirements detailed in other sections of the Landscape Ordinance Chapter 10.196 of the Municipal Code. The project applicant, and owner (if different) shall sign the Landscape Documentation Package as required in Municipal Code 10.196.060 (B) (1) (i).

Elements of the Landscape Documentation Package:

- (A) Projects 2,500 square feet and less: Projects 2,500 square feet and less may comply with the requirement of this chapter by conforming to the prescriptive measures. Compliance with all of the items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option.
- (B) Any project including all projects over 2,500 square feet: The Landscape Documentation Package shall include the following six elements:
 - (1) Project information:
 - (a) Date

- (b) Project applicant;
 - (c) Project address (if available, parcel and/or lot number(s));
 - (d) Total landscape area (square feet);
 - (e) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
 - (f) Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well;
 - (g) Checklist of all documents in Landscape Documentation Package;
 - (h) Project contacts to include contact information for the project applicant and property owner;
 - (i) Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
- (2) Water Efficient Landscape Worksheet;
 - (a) Hydrozone information table.
 - (b) Water budget calculations.
 - 1. Maximum applied water allowance (MAWA).
 - 2. Estimated total water use (ETWU).
 - (3) Soil management report;
 - (4) Landscape design plan;
 - (5) Irrigation design plan; and
 - (6) Grading design plan.

Landscape and irrigation plans for individual residential lots are to be submitted to the Building Department along with permit submittals for review and approval. A complete copy of the City's landscape standards may be viewed on-line at www.tulare.ca.gov.

ADDITIONAL REQUIREMENTS:

- 1. All landscaping on city-owned property shall conform to city landscaping and irrigation standards including the City of Tulare Community Services Department (Parks, Recreation and Library Division) Improvements Standards; area specific plans and other applicable documents.
- 2. The maintenance and upkeep of all proposed Outlots and Pocket Park are to be part of the Landscape and Lighting District that will be formed in conjunction with this subdivision.
- 3. Proposed Pocket Park is required under Small Lot Ordinance MC 10.33 at a minimum ration of 225 sq. ft. per unit.
- 4. Proposed Pocket Park is not eligible for Park Development Impact Fee credits and shall be constructed as part of the proposed subdivision.
- 5. Proposed Pocket Park and Outlots shall be dedicated to the City upon recordation of the proposed Tentative Subdivision map.
- 6. Should a storm basin be located on the proposed park site, it is recommended that a standard retention basin with 3:1 side slopes be constructed within the northern portion of the proposed Pocket Park site, with the remaining area to be developed as at-grade park space. Or in the alternative if it is desired to utilize the entire site

as usable park space combined with a turfed basin. maximum sloped shall be 6:1 with the remainder area to be developed at grade.

7. Proposed Pocket Park amenities shall include but not limited to turf, trees and landscape plantings, 6 ft. wide ADA compliant walking path with low level lighting, and multiple benches and trash receptacles.
8. All Outlot and Pocket Park landscape and irrigation improvement plans shall be reviewed and approved by the Community Services Director and City Engineer.
9. Prior to the start of construction of landscape and irrigation improvements on all outlots and Pocket Park, a meeting will be held by the Community Services Director with the Subdivider and Contractor to coordinate and schedule work in order to avoid all possible delays due to conflicts of operation and to guarantee that all City landscape and irrigation requirements are met. The Contractor shall perform no construction in the field until after this meeting.

All common are landscaping and irrigation areas shall be subject to a 12 month maintenance period after the Notice of Completion has been issued.

PASSED, APPROVED AND ADOPTED this twenty-sixth day of October, 2020 by the following recorded vote:

AYES: Rocha, Olivas, Cox, Miller, Miguel

NOES: 0

ABSENT: 0

ABSTAIN: 0


CHUCK MIGUEL, CHAIRMAN
City of Tulare Planning Commission


TRACI MYERS, SECRETARY
City of Tulare Planning Commission

RECORDING REQUESTED BY:

City of Tulare

WHEN RECORDED MAIL TO:

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

PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED

In the matter of the Approval of)	
The Subdivision Map of)	AGREEMENT AND UNDERTAKING FOR
KENSINGTON ESTATES, PH III , in the)	INSTALLATION AND CONSTRUCTION
City of Tulare, County of Tulare,)	OF SUBDIVISION IMPROVEMENTS
State of California)	

**SUBDIVISION AGREEMENT
FINAL MAP OF KENSINGTON ESTATES, PHASE III**

THIS AGREEMENT is made this _____ day of _____ 2021, by and between the **City of Tulare**, a Municipal Corporation and Charter City, hereinafter referred to as "City," and **PRESIDO JJR KENSINGTON II 100, LLC, A DELAWARE LIMITED LIABILITY COMPANY** A California Limited Partnership located at 5607 Avenida de Los Robles Visalia, CA 93720, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification hereafter.

RECITALS

- A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider and located within the City of Tulare (hereinafter "Subject Property") as follows:

REAL PROPERTY IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 130 OF WILLOW GLEN PHASE 3-BRIGHTON UNIT 3, RECORDED IN VOLUME 44 OF MAPS, AT PAGE 58, OF TULARE COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.

TOGETHER WITH THAT PORTION OF PARCEL 2A OF THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT NO. 256, RECORDED AUGUST 14, 2020 AS INSTRUMENT NO. 2020-0048581 OF OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, LYING SOUTH AND WESTERLY OF THE LINE DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25;
THENCE SOUTH 89°09'33" WEST, ALONG THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 441.48 FEET;

THENCE NORTH 00°53'53" WEST, 57.00 FEET, TO THE SOUTH LINE OF SAID PARCEL 2A AND THE NORTH RIGHT OF WAY LINE OF CARTMILL AVENUE AND THE TRUE POINT OF BEGINNING OF SAID LINE BEING DESCRIBED;
 THENCE NORTH 00°53'53" WEST, 83.28 FEET;
 THENCE NORTH 89°06'07" EAST, 80.00 FEET;
 THENCE NORTH 00°53'53" WEST, 25.00 FEET;
 THENCE SOUTH 9°06'07" WEST, 29.00 FEET;
 THENCE NORTH 00°53'53" WEST, 71.65 FEET;
 THENCE EASTERLY 2.08 FEET, ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 279.00 FEET, A CENTRAL ANGLE OF 0°25'39", AND A BEGINNING RADIAL WHICH BEARS SOUTH 10°10'47" EAST;
 THENCE NORTH 10°36'27" WEST, 58.00 FEET;
 THENCE WESTERLY 35.45 FEET, ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 221.00 FEET, A CENTRAL ANGLE OF 9°11'27", AND A BEGINNING RADIAL WHICH BEARS SOUTH 10°36'27" EAST;
 THENCE NORTH 00°53'53" WEST, 202.84 FEET;
 THENCE NORTH 89°06'07" EAST, 95.00 FEET;
 THENCE NORTH 00°53'53" WEST, 798.00 FEET;
 THENCE SOUTH 89°06'07" WEST, 143.00 FEET;
 THENCE NORTH 00°53'53" WEST, 58.00 FEET;
 THENCE NORTHWESTERLY 31.42 FEET, ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A BEGINNING RADIAL WHICH BEARS SOUTH 00°53'53" EAST;
 THENCE NORTH 00°53'53" WEST, 10.33 FEET;
 THENCE NORTHERLY 72.39 FEET, ALONG A TANGENT CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 221.00 FEET, AND A CENTRAL ANGLE OF 18°46'00";
 THENCE CONTINUING NORTHERLY 91.38 FEET, ALONG A REVERSE CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 279.00 FEET, AND A CENTRAL ANGLE OF 18°46'00";
 THENCE NORTH 00°53'53" WEST, 122.82 FEET;
 THENCE NORTHWESTERLY 47.12 FEET, ALONG A TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 90°00'00";
 THENCE SOUTH 89°06'07" WEST, 239.60 FEET;
 THENCE SOUTH 00°53'53" EAST, 171.01 FEET, TO THE NORTH LINE OF LOT 130 OF WILLOW GLEN PHASE 3-BRIGHTON UNIT 3, RECORDED IN VOLUME 44 OF MAPS, AT PAGE 58, OF TULARE COUNTY RECORDS, AND A POINT BEING 20.02 FEET WEST OF THE NORTHEAST CORNER SAID LOT 130, AND THE TERMINUS OF SAID LINE BEING DESCRIBED.
 THIS LEGAL DESCRIPTION IS MADE PURSUANT TO PARCEL A OF THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT NO. 258, RECORDED JANUARY 22, 2021 AS INSTRUMENT NO. 2021-0005393 OF OFFICIAL RECORDS.
 ALSO EXCEPTING THEREFROM A PORTION OF SAID LAND, ONE-HALF OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND OTHER MINERALS OF EVERY KIND AND DESCRIPTION, AND THE RIGHTS PERTAINING THERETO; AS RESERVED BY CALIFORNIA TRUST COMPANY, A CORPORATION, AS ADMINISTRATOR OF THE ESTATE OF PATRICK M. LONGAN, DECEASED IN DEED DATED FEBRUARY 1, 1954, AND RECORDED FEBRUARY 9, 1954 AS DOCUMENT NO. 3835, IN BOOK 1725, AT PAGE 568, TULARE COUNTY OFFICIAL RECORDS.

- B. City requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of certain streets, highways, public ways, and easements, as identified on the Final Map. City deems said dedication(s) necessary for the public use. Additionally, City requires that Subdivider make improvements to said dedicated property, as more specifically described below.
- C. Subdivider desires and agrees to complete the improvements required by Resolution A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION APPROVING TENTATIVE SUBDIVISION

MAP 2020-16- KENSINGTON 3 & 4 AND CONDITIONAL USE PERMIT 2020-13 dated October 26, 2020 and any amendments thereto, hereinafter referred to as "Conditions of Approval," within the time hereinafter specified.

- D. Subdivider hereby warrants that any and all parties having record title interest in the Final Map have subordinated their interest and all records of subordination, if any, are attached hereto and made a part of this Agreement.

AGREEMENT

In consideration of the acceptance of the offers of dedication as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said [Vesting] Tentative Map, Subdivider and City hereby mutually agree as follows:

- 1) Time for Performance. The improvements required by the Conditions of Approval shall be completed within one **year following** the effective date of this Agreement. Subdivider shall automatically receive one extension of twelve (12) months if the Subdivider complies with the following:
 - a) At least thirty (30) calendar days before the original one-year deadline for completion of improvements, the City Engineer receives a written extension request from the Subdivider.
 - b) If required by the City Engineer, provide additional performance and payment security to address construction cost increases due to inflation. Construction cost increase will be based upon Construction Price Index figures published by Engineering News-Record. The additional security shall be supplied to the City Engineer within twenty (20) calendar days from the date the City Engineer notifies Subdivider of the additional security amounts.
- 2) Failure to Perform. If all required improvements are not made to the satisfaction of the City Engineer within twelve (12) months of the date of this Agreement, or within twenty-four (24) months if an extension was granted, the City of Tulare may exercise its right to proceed against the bonds.
- 3) Incorporation of Improvements. The work depicted or required on the improvement plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signal plans, etc., as well as those required by Conditions of Approval (hereinafter "Improvements"), are incorporated by reference and made a part of this Agreement.
- 4) Compliance with Standards and Regulations. All Improvements shall be completed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards (City Council Resolution No. 16-58) and any amendments thereto, and shall comply with all applicable federal, state, and local laws.
- 5) Costs. All Improvements shall be completed at the sole cost and expense of Subdivider. The construction cost estimates, and corresponding security requirements for these Improvements, are set forth in **Exhibit "A"**.
- 6) Requirements for Building Permit Issuance.
 - a) No building permit shall be issued for any lot of the Subject Property until the following minimum required improvements have been fully constructed and have passed inspection to the satisfaction of the City Engineer, except as allowed by the City's Model Home Policies:

- i) Curb and gutter,
 - ii) Street base rock placed in accordance with the approved improvement plans to provide accessibility for inspectors and emergency responders,
 - iii) Fully functional water mains, fire hydrants, and service connections,
 - iv) Fully functional sanitary sewer mains and laterals,
 - v) Fully functional storm drainage lines and facilities,
 - vi) All lots graded in accordance with the approved drainage plan, with a letter subject to City Engineer's approval provided by the Subdivider's licensed engineer or surveyor verifying same, and
 - vii) All lot corners marked.
- b) Subject to completion of the minimum required subdivision improvements listed in subsection (a) above, building permits may be issued on up to 50% of the lots of the Subject Property, provided that issuance of said building permits is in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested.
- c) Building permits may be issued on up to 75% of the lots in the subdivision in accordance with the Planning and Building Department's policies and procedures in effect at the time the permit is requested, provided that:
- i) The minimum required subdivision improvements listed in subsection (a) above have been completed,
 - ii) An overall subdivision improvement completion percentage of 90% as determined by the City Engineer has been met, and
 - iii) All public safety items have been completed, including, but not limited to: signage, pavement markings, street lighting, and pond fencing.
- d) The final 25% of the building permits for the lots of the Subject Property shall not be issued until a Notice of Completion has been filed for the required public improvements required by this Agreement.
- e) If a Notice of Completion has not been filed for the required Improvements within the time limits outlined in this Agreement, no additional building permits shall be issued until said Notice has been filed, regardless of the number of building permits previously issued.
- f) Building permits shall not be issued in any subsequent phase of a multi-phased subdivision until a Notice of Completion has been filed for the previous phase.
- g) Except as allowed by the City's Model Home Policies, no occupancy shall be allowed for any building permit issued on any lot of the Subject Property until all requirements listed in subsection (c) above have been satisfied.
- 7) Estimate Reimbursements for Certain Improvements. In connection with the amounts set forth in **Exhibit "A"**, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Payment of fees and fee credits shall be made at the rates and amounts established by the Tulare Municipal Code and Master Fee

Schedule. The estimated reimbursement amounts, fees, and charges are more particularly itemized and made a part of this Agreement in the attached **Exhibit "B"**.

- 8) Fee Credit Adjustments. Subdivider may receive designated fee credits from City as an offset toward any development impact fee(s). Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completed by Subdivider. Until then, Subdivider shall have no right to any portion of any fee credit. Upon adjustment, Subdivider shall pay all outstanding development impact fees prior to approval of the final map or as otherwise mutually agreed in writing. If the final map has already been approved all such fees shall be promptly paid by Subdivider, unless otherwise mutually agreed upon in writing. City may enforce recovery of such fees in any manner available at law or in equity.
- 9) Security. Prior to the approval by the Tulare City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in **Exhibit "A"**. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City.
 - a) Performance Security. The total amount shall equal 100% of the total Cost Estimate, as specified in Government Code 66499.3 (a) and approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. Upon written request from the Subdivider, partial releases of the Performance Security may be authorized by the City Engineer to reflect satisfactory completion of required improvements. Partial releases shall be limited to a maximum of 90% of the value of the completed improvements, and shall in no event result in the overall release of more than 90% of the value of the total Cost Estimate. The Performance Security will be released in its entirety upon the City's recordation of a Notice of Completion for the subdivision improvements, provided that a maintenance surety of not less than 10% of the value of the public improvements is provided to the City to guarantee replacement and repair of the public improvements for a period of one (1) year after the recording date.
 - b) Payment (Labor and Materials) Security. The total amount shall equal 50% of the total Cost Estimate, as specified in Government Code 66499.3 (b) and approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said Improvements and all persons furnishing labor, materials or equipment to them for said Improvements. Payment Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. No reduction in Payment Security shall be allowed prior to the City's recordation of a Notice of Completion, and prior to the passage of the time within which claims of lien are required to be recorded as stipulated in Government Code Section 66499.7 (h).
- 10) Damage Prior to Final Acceptance. Any damage to the improvements occurring prior to final acceptance by the City shall be repaired or replaced by Subdivider before any securities are released. Final acceptance by City shall not occur until damage has been repaired to prior and agreed upon condition.
- 11) Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of final acceptance of the Improvements by City. Prior to final acceptance of the Improvements by City, a warranty/maintenance bond or certificate of deposit shall be provided by Subdivider, as shown in **Exhibit "A"**, and shall be released one year following final acceptance, less any amount required to remedy defective work.

12) Indemnification. Subdivider shall be obligated as follows:

- a) To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work or Improvements; or (v) City's granting, issuing or approving use of this Agreement.
- b) Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of City, its officers, officials, employees, agents or volunteers.
- c) If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a)" and "b)" of this Section.

13) Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. Insurance requirements, including coverage types and amounts, are attached hereto in **Exhibit "D"**.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

Evidence of Insurance provided by Subdivider and his/her/its insurer shall clearly state that termination or suspension of insurance coverage may not occur until at least thirty (30) days following written notice to the City of the intent to terminate or suspend coverage.

14) Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with Public Works Standards shall conform to City of Tulare Design Guidelines, Public Improvement Standards, and Technical Specifications. Materials testing shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

15) Inspections. City shall inspect all Improvements. All Improvements shall be performed and completed in strict accordance with the approved construction plans for said work on file with the City Engineer

and City of Tulare Design Guidelines and Public Improvement Standards. In the event there are no applicable Design Guidelines and Public Improvement Standards it is agreed that the same shall be performed and completed in accordance with the standards and specifications of the California Department of Transportation.

- 16) Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Subdivider shall comply with the codes or ordinances of City including the Tulare Municipal Code, City Charter, and Building Codes.
- 17) Prevailing Wages. Subdivider shall:
 - a) Be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of:
 - i) those specific Improvements for which Subdivider receives credits or reimbursements as identified in **Exhibit "B"**, if any, and
 - ii) those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a) (collectively, the "PW Improvements").
- 18) Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.
- 19) Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.
- 20) Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 21) Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land for the benefit of City and shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Tulare County Recorder.
- 22) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 23) Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

- 24) Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.
- 25) Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a Notice of Completion finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such Notice of Completion with the Tulare County Recorder.
- 26) Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be Tulare County, California.
- 27) Fees Due Prior to Recordation. The fees due to the City set forth in **Exhibit "C"**, attached hereto and incorporated herein by this reference, shall be paid in full prior to recordation of the final map.

* * * *

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

CITY OF TULARE
A Municipal Corporation

PRESIDO JJR KENSINGTON II 100, LLC

By: _____
Rob Hunt, City Manager

By: _____

Name: Joseph Leal

Title: President

ATTEST:

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

(Attach Notary Acknowledgments)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

SUBORDINATION

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {_____, 20____}, in the office of the Tulare County Recorder, as Document No. {Doc. No. } of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing {Insert full name of Agreement, e.g. Subdivision Agreement for the Final Map of _____ [including Addendum to Subdivision Agreement for Rights of Way Acquisition]}.

DATED: _____, 201__

NOT USED

BENEFICIARY

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach Notary Acknowledgment)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

NOT USED

EXHIBIT "A"

Estimated Improvement Costs & Security Requirements KENSINGTON PHASE 3

Bond Type	Required Bonding Amount
Performance Bond Amount* (10% of Completed Work + 100% of Uncompleted Work)	<u>\$1,760,137.86</u>
Payment Bond Amount* (50% of Uncompleted Work)	<u>\$880,068.93</u>
Maintenance Bond Amount** (10% of Required Improvements)	<u>\$176,013.79</u>

* For a single combined performance and payment bond, bond amount shall equal the algebraic sum of the performance and payment bond amounts listed above.

** Maintenance bond is required at the time the improvements are accepted by the City.

EXHIBIT "B"

Estimated Oversize Improvement Costs KENSINGTON PHASE 3

Item	Total Estimated Cost of Oversize Improvements
Sanitary Sewer System Improvements, including but not limited to:	
Street Name: <u>Bardsley Avenue</u>	
Material Cost for Supplemental Sewer Main Size (30" vs. 8")	\$ -
Material Cost for Supplemental Sewer MH Size (Type II vs Type I)	\$ -
Storm Drain System Improvements, including but not limited to:	
Street Names: <u>Maricopa Street, Glory Avenue, Anthem Avenue</u>	
Regional storm drain mains (30" diameter)	\$ -
Regional storm drain manholes (Qty. = 3)	\$ -
Ponding Basin (Land Cost, Excavation, Fencing, Frontage Improvements)	\$ -
Water System Improvements, including but not limited to:	
Street Name: <u>Bardsley Avenue</u>	
Material Cost for Supplemental Water Main Size (12" vs. 8")	\$ -
Material Cost for Supplemental Tee Size (12" vs. 8")	\$ -
Material Cost for Supplemental Gate Valve Size (12" vs. 8")	\$ -
Material Cost for Supplemental 45° Bend Size (12" vs. 8")	\$ -
Total Estimated Oversize Costs	\$0.00

EXHIBIT "C"
KENSINGTON PHASE 3

Account No.	Transaction No.	R/C No.	Description of Charge	Quantity	Unit Cost	Total Amount
<i>Inspection, Testing and Construction:</i>						
001-3247-001	1391	S-29	Public Inspection Fee	1	\$41,252.76	\$41,252.76
010-3265	3060		Backflow Test	2	\$65.00	\$130.00
010-3270-3	3073		Water Pressure Test	1	\$175.00	\$175.00
010-3270-004	3074		Water Purity Sample	26	\$56.00	\$1,456.00
014-3267	3430		Sewer Tap		\$175.00	\$0.00
<i>Front Foot Fees</i>						
015-3265	3420		Sewer Front Foot			\$0.00
010-3265	3060		Water Front Foot			\$0.00
001-3265	9260		Street Front Foot			\$0.00
TBD	TBD		Cartmill Improvement Fees	LS	\$102,456.09	\$102,456.09
<i>Benefit Districts</i>						
001-3252-002	1472	S-37	Benefit District Creation			\$0.00
001-260-	9260		Storm Drain Benefit District			\$0.00
001-260	9260		T.I.D. Benefit District (Monterey Estates 1)			\$0.00
<i>In-Lieu Fees</i>						
001-260-053	9260		T.I.D. Ditch Piping			\$0.00
001-3249-	141		Storm Drain Acreage			\$0.00
015-3265	3420		Sewer Main not Installed @ 8" Dia			\$0.00
TBD	TBD		Mooney Blvd. Waterline	LS	\$26,325.00	\$26,325.00
<i>Non-Bonded Improvements</i>						
001-3266-000	1611		Street Signs (Street Names)	12	\$257.00	\$3,084.00
<i>Other</i>						
001-3120-2	1252		Street Easement/Abandonment			\$0.00
TOTAL						\$174,878.85
LESS PREVIOUSLY PAID						\$0.00
LESS CREDITS						\$0.00
AMOUNT DUE						\$174,878.85

EXHIBIT "D"

Minimum Insurance Requirement, Converge Types, and Amounts KENSINGTON PHASE 3

Coverage Afforded	Limits of Liability
Worker's Compensation:	Statutory
Commercial General Liability Insurance Including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Products & Completed Operations	
b) Blanket Contractual	
c) Explosion, Collapse & Underground Hazard	
Automobile Liability Insurance including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Non-owned	
b) Leased	
c) Hired Vehicles	

AGENDA ITEM: Consent 5

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Finance

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve an amendment and Novation Agreement with Municipal Resource Consultants and MuniServices, LLC. and adopt Resolution 2021-23 authorizing certain City Officials access to sales and use tax records consistent with California Revenue and Taxation Codes 7056.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On October 20, 1992, the City entered into a professional services agreement with Municipal Resource Consultants to perform revenue enhancement services including the examination of sales and use tax collected for the City by the State Board of Equalization, now known as the California Department of Tax and Fee Administration (CDTFA). In addition to local sales and use tax, MuniServices also provided auditing of the City's Measure I district tax. Through the years and through acquisitions, the company name, Municipal Resource Consultants has varied at times. However, MuniServices, LLC. Is and always has been the registered legal entity.

Recently, the CDTFA Legal Department conducted a review of the City's contract and resolutions with MuniServices, LLC and found inconsistencies in the company name listed on the documentation. Based on that review, CDTFA issued a ruling that any contract and resolutions must consistently reference the same company name, MuniServices, LLC, to properly comply with Revenue and Taxation Code Section 7056. CDTFA has agreed that a contract novation agreement referencing the existing contract between the City and Municipal Resource Consultants, which they have approved, will be appropriate. Additionally, a new Resolution designating MuniServices, LLC, is required to be submitted to CDTFA to correct the inconsistencies and allow MuniServices to continue to examine the City's sales tax or transactions and use tax data.

STAFF RECOMMENDATION:

Approve an amendment and Novation Agreement with Municipal Resource Consultants and MuniServices, LLC. and adopt Resolution 2021-23 authorizing certain City Officials access to sales and use tax records consistent with California Revenue and Taxation Codes 7056.

CITY ATTORNEY REVIEW/COMMENTS: Yes No N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Darlene Thompson **Title:** Finance Director

Date: June 1, 2021

City Manager Approval: _____

RESOLUTION 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AUTHORIZING CERTAIN CITY OFFICIALS AND A CITY CONTRACTOR ACCESS TO SALES AND USE TAX RECORDS PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE 7056

WHEREAS, pursuant to Ordinance Number 1095 the City of Tulare (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Tulare deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

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

Section 1. That the following City officials or other officer or employee of the City designated in writing by the City to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

- a. City Manager
- b. Deputy City Manager
- c. Finance Director
- d. Community & Economic Development Director

Section 2. The information obtained by examination of California Department of Tax and Fee Administration records shall be used only for purposes related to the collection

of the sales or transactions and use taxes by the Department pursuant to the contract and for purposes related to the following governmental functions of the City:

- a. Finance and Budgeting
- b. Economic Development

Section 3. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and MuniServices, LLC:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to the contract between the City and the Department.

Section 4. That MuniServices, LLC. is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribution of sales or transactions and use taxes that was filed by MuniServices, LLC. on behalf of the City pursuant to the contract between the MuniServices, LLC. and City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the MuniServices, LLC.:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 5. That this resolution supersedes all prior resolutions of the City Council of the City of Tulare adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Passed, approved and adopted this 15th day of June, 2021.

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-_____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 15, 2021, by the following vote:

Aye(s): _____

Noe(s): _____ Absent: _____

Dated: June 15, 2021

ROB HUNT, CITY CLERK

By Roxanne Yoder, Deputy City Clerk

AMENDMENT AND NOVATION AGREEMENT BETWEEN
MUNICIPAL RESOURCE CONSULTANT
AND
MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the "Assigning Party"), and MuniServices LLC, (the "Assuming Party") both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of Tulare, an instrumentality of the State of California, 411 East Kern Avenue, Tulare, CA 93274 ("Remaining Party"), (together, the "Parties") is entered into this 15th day of June, 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of Tulare, of the state of California, entered into on April 15, 2003 (the "Agreement") (attached hereto as Exhibit A) for Sales and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSUMING PARTY

MUNISERVICES, LLC

By:_____

Name:_____

Title:_____

ASSIGNING PARTY

MUNICIPAL RESOURCE CONSULTANT

By_____

Name:_____

Title:_____

REMAINING PARTY

CITY OF TULARE

By:_____

Name:_____

Title:_____

Attest:

By:_____

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

02477 V.L.H.R.E. 000 -
11/92

THIS AGREEMENT is made at Tulare, California, as of 10-20-92 1992, by and between the City of Tulare a municipal corporation (hereafter referred to as "City") and Municipal Resource Consultants (hereafter referred to as "Consultant" or "MRC"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit "A". Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A".

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement, unless the City approves additional compensation for additional service. Consultant shall submit all billings for services rendered pursuant to this Agreement to City in the manner specified in Exhibit "A".

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. Exhibits. All Exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day and year first above stated.

CITY OF TULARE

A Municipal Corporation

By: Marcia M. Duen

Title: Mayor

Date: 10-27-92

MUNICIPAL RESOURCE CONSULTANTS

PARTNER: JOHN T. AUSTIN, INC.

By: John T. Austin
John T. Austin

Title: President

Date: August 24, 1992

ATTEST:

Marianne Harris
Chief Deputy
CITY CLERK

ATTEST TO FORM:

[Signature]
CITY ATTORNEY

CONSULTANT SERVICES

Municipal Resource Consultants (MRC) shall provide revenue enhancement, maintenance and management services to the City of Tulare (City). Initially, MRC's effort will be to provide Tulare with a sales tax audit, information and consulting service with the understanding that, at a future time convenient to the City, the City may choose to expand the service to include one or more of the other revenue recovery audits listed in the SCOPE section and may choose to include the corresponding optional GRIP information service module. The objectives, scope, procedures, timing, fees and qualifications are set forth as follows:

I. REVENUE RECOVERY AUDITS

A. BACKGROUND

Many California cities are not realizing all of the revenue to which they are entitled due to administrative errors and omissions by revenue-generating businesses and intermediaries (such as the State, counties and utility companies) responsible for collecting and remitting taxes.

Because there are time limitations on the City's ability to recover the revenue it has been deprived of, it behooves Tulare to have revenue enhancement audits conducted as thoroughly and rapidly as possible.

B. OBJECTIVES

The objective of MRC's revenue recovery audits is to assist the City in recovering all of the revenue to which it is entitled from the City's major sources of general fund revenue (see Scope below).

MRC's revenue recovery audits result in the detection and correction of errors and omissions causing deficiencies and thereby produce new revenue that would not otherwise have been captured by the City.

C. SCOPE

MRC's revenue recovery audit service includes the following tax revenue sources:

- o Business License Tax
- o Franchise Fees
- o Property Tax (including RDA tax increment)
- o Property Transfer Taxes
- o Sales/Use Tax
- o Transient Occupancy Tax
- o Utility Users Tax

D. PROCEDURES

MRC's procedures for the revenue recovery audits are summarized as follows:

- o Meet with designated City staff to review service objectives and scope, MRC workplan schedule, public relations and logistical matters. MRC will also establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing the project's progress.
- o Review applicable provisions of the City's municipal code and ordinances adopted by the City.
- o Physically canvass and evaluate the revenue generating elements of the City's economic base, such as the land parcels, major buildings, commercial, industrial, institutional and governmental users.
- o Represent the City for the purpose of examining records pertaining to business license tax, documentary transfer tax, franchise fees, property tax (to include RDA tax increment), sales/use tax, transient occupancy tax and utility users tax in order to identify and confirm errors/omissions that are resulting in deficient payment to the City
- o For each error/omission identified and confirmed, prepare documentation to substantiate and facilitate recovery of revenue due from prior periods (plus applicable interest and penalties) and prevent recurring deficiencies in current and future years.
- o Prepare and forward to the appropriate parties "date of knowledge" requests for corrective action and revenue recovery.
- o Meet with designated City official(s) as necessary to review and discuss our findings and recommendations.
- o Provide additional assistance as necessary to support the City in recovering and preventing tax deficiencies.

E. TIMING CONSIDERATIONS

As previously indicated, there are time limitations on the City's ability to recover revenue it has been deprived of.

The shortest time limitation is imposed by the SBE, which will only allow the City to recover misallocated sales/use tax for up to three quarters prior to the SBE being notified of the reporting error for a given account. Consequently, if a misallocating account has had its point-of-sale located in the City for more than three quarters, the City forfeits the right to recover a portion of its misallocated sales tax with every elapsed quarter that a reporting error remains undetected.

For example, if the SBE is notified of a reporting error during the first calendar quarter (January 1 to March 31) of 1992, the City may recover revenue that was misallocated in the second, third and fourth calendar quarters of 1991. If the SBE is not notified of the reporting error until the second calendar quarter (April 1 to June 30) of 1992, the City forfeits its right to recover revenue that was misallocated in the second quarter 1991.

It behooves the City to have the enhancement audits for sales/use and the other tax revenue sources conducted as thoroughly and rapidly as possible. MRC shall commence the enhancement audits within 10 working days following authorization with the objective of delivering the audit reports documenting the errors/omissions detected within 90 to 120 working days thereafter.

By significantly accelerating the timetable for performance of the enhancement audits, MRC can maximize the City's income while minimizing the City's growing cost of lost revenue.

II. INFORMATION & CONSULTING SERVICES

MRC's audit, information and consulting services are designed to assist Tulare in developing and implementing strategies and solutions for revenue enhancement, maintenance and management. The ultimate goal is to enable the City to achieve fiscal stability through self-reliance.

A. THE SELF-RELIANT CITY

A self-reliant city is one that looks inwardly for solutions to its problems by reducing or eliminating its dependency on support from outside sources, such as the County, State or Federal government.

Given the enormous fiscal problems at every level of government, cities faced with the prospect of long-term revenue shortfall problems have been forced to become increasingly dependent on their discretionary (city-imposed) revenue sources to balance their budgets. In doing so, they have come to recognize an inevitable reality:

Each city must be prepared to become self-sustaining by relying on the revenue generated from the economic base within its own jurisdiction to fund the cost of municipal services.

B. PROACTION THROUGH SWOT ASSESSMENT

As Tulare becomes increasingly dependent on its own economic base to fund the cost of municipal services, the City will be forced to assume an increasingly proactive role in pursuing strategies and solutions for enhancing, maintaining and managing revenue.

To do so, the City must first have a reliable basis for assessing its strengths, weaknesses, opportunities and threats (SWOTs), in light of the actual/potential contribution of revenue from each use, development and type of business. For this purpose, MRC has developed GRIP - a proprietary Geobased Revenue Information Program.

C. GRIP: THE KEY ANALYTICAL TOOL

The complete GRIP database will encompass all of the City's land parcels, its buildings, its commercial, industrial, residential, institutional and governmental users, and its major sources of general fund revenue - such as business license tax, franchise fees, property tax (to include RDA tax increment, if desired), property transfer tax, sales tax, transient occupancy tax, use tax, utility users tax, etc.

GRIP facilitates the reorganization and analysis of revenue contribution on a total amount, size-adjusted, separate and aggregate basis according to user type, industry, business, parcel, land use, facility and geographic area.

MRC's GRIP service will enable the City to proactively enhance, maintain and manage its revenues by developing and implementing strategies to:

- o Capitalize on strengths and opportunities; and
- o Minimize or eliminate weaknesses and threats

MRC's GRIP service provides an informed basis for strategic decision-making that has never before been made available to cities. The information provided by MRC's GRIP database is essential for purposes such as:

- o Business Retention
- o Business Cooperation
- o Business Attraction
- o Land Use Planning
- o Fiscal Impact Analysis
- o SWOT* Analysis
- o Revenue Forecasting
- o Strategic Planning

* Strengths, Weaknesses, Opportunities, Threats

D. GRIP SALES TAX MODULE

As discussed under the Fees Section (page 15), it is MRC's objective to fund the entire cost of the various modules that make up the optional GRIP service from the new revenue generated for the City by our enhancement audits.

Because much of the data developed as part of the revenue recovery audits is common to that required for the GRIP sales tax module, it is the first logical GRIP module to put in place on a self-funded basis.

Examples of GRIP sales tax module applications are summarized as follows:

o Business Retention

Many cities are unaware that 80% or more of their general fund revenue is generated by 10% to 25% of their businesses. It is thus commonplace for cities to inadvertently neglect or alienate businesses that are vital to the city's fiscal health and allow - or unintentionally encourage - these businesses to leave the city. And take their revenue with them.

The GRIP sales tax module includes a quarterly updated report on Tulare's major (and top 100) sales tax producers ranked in order according to level of sales tax produced for current and prior periods.

With this accurate information, MRC can assist the City in developing and implementing proactive public relations programs that will help retain these vital businesses and their revenue through improved communication and cooperation.

o Business Cooperation

On a regular basis, taxpaying businesses (including institutions and government agencies) make arbitrary decisions that have positive and negative impacts on the City's revenue.

Typically, these taxpayers do not realize the revenue impact their decisions have on the City and the discretionary latitude they possess to enhance or impair City revenues.

By combining a GRIP sales tax analysis with our knowledge of how the administrative procedures of taxpayers and intermediaries affect City revenue, MRC can identify those taxpayers with the greatest potential for enhancing City revenue through modification of their procedures.

In addition to retaining vital businesses, a proactive taxpayer relations program enables the City and its taxpayers to explore opportunities for enhancing revenue without creating additional tax liability.

o Fiscal Impact Analysis

Many cities charge impact fees that partially defray estimated infrastructure costs caused by development.

Rarely, however, is a provision made to recover the deficit produced when the ongoing actual cost for a city to service a development or business exceeds the general fund revenue produced. For this reason, many cities unknowingly subsidize developments and businesses that are not paying their way. Which is one of the reasons revenue shortfall gaps are widening.

In order to structure a fully funded cost recovery program, MRC's complete GRIP analysis provides a city with the contribution of revenue from each parcel, use, development, user and geographic area on a total amount and size-adjusted basis for individual and aggregated revenue sources.

By comparing revenue contribution to the costs of municipal services, in equivalent units of measurement, the City can readily ascertain whether the revenue derived from a given use, development, parcel, user or geographic area is greater than, less than or equal to the related municipal services costs.

The first task in building the complete GRIP database is to develop the sales tax module, which establishes a computerized system that identifies (and ranks) the contribution of sales/use tax revenue from each commercial, industrial, residential, institutional and governmental taxpayer in the City, as well as each address, development, shopping center or other designated geographic area.

o SWOT Analysis

Every city has unique Strengths, Weaknesses, Opportunities and Threats (SWOTs) that affect its businesses and therefore its revenue base. Current examples include:

- Major businesses migrating inland at a record pace to avoid urban traffic congestion, high housing and land costs, and long-distance commutes for their employees
- Legally binding decisions entitling major industries and businesses to budget-busting tax reductions, exemptions and refunds
- Much of a city's general fund revenue being generated by businesses in an industry which expects a prolonged economic downturn

To develop reliable revenue forecasts and proactive strategic plans that will enhance and maintain revenue, cities must be able to assess how constantly changing external dynamics translate to SWOTs for its businesses and revenue base. The GRIP sales tax module provides much of the basis for this type of assessment.

o Revenue Forecasting

Although the downside implications for errant revenue forecasting can be severe and embarrassing, the typical city has no reliable basis for assessing how actual and potential changes or unusual developments will impact its revenue base and fiscal future.

Based on a GRIP SWOT analysis, MRC can assist Tulare in developing "what if" sales tax revenue forecasts based on pessimistic, optimistic and mixed-assumptions scenarios. This analysis is especially important to the City when an adverse impact is of sufficient magnitude to cause fiscal crisis. Developing these scenarios will lead the City to strategic planning that will help avoid catastrophic outcomes.

o Strategic Planning

In order to develop and implement a strategic plan for enhancing and maintaining revenue, the City must be able to define its Strengths, Weaknesses, Opportunities and Threats (SWOTs).

With the GRIP sales tax module, MRC can assist the City in assessing its SWOTs and, based on that assessment, developing a strategic plan which will:

- Maintain and enhance revenue by capitalizing on strengths and opportunities
- Contain losses by taking defensive steps to minimize or eliminate weaknesses and threats

o Special Studies & Reports

Cities (and their redevelopment agencies) frequently need special studies or reports for purposes such as:

- Negotiating revenue-sharing agreements with private developers, business users and other jurisdictions
- Evaluating and monitoring performance in specific developments, project areas, annexation areas, etc.
- Analyzing retail sales leakage
- Planning project development for revenue generation
- Promoting the City for business and industry

MRC's GRIP sales tax module provides the basis for estimating, tracking and evaluating revenue generation by land use, development, user, industry, parcel, address or designated geographic area. This multi-dimensional capability simplifies the task of planning and producing special reports and studies.

The GRIP sales tax module consists of a Sales Tax Inquiry System, STARS reports and corollary consulting, further described as follows:

1. SALES TAX INQUIRY SYSTEM

MRC will install and update quarterly the City's sales tax registration and allocation data on IBM compatible PCs designated by the City. We will also train authorized City staff in the use of the Inquiry System and an easy-to-follow user manual, also furnished by MRC.

The Inquiry System will enable City staff to analyze the contribution of sales/use tax revenue from each taxpayer in the City, on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center or other geographic area.

All sales tax data processed by MRC is located on the Inquiry System. History for each account can be called up by account number and even by business tax identification number(s), if the latter are added to the Inquiry System. MRC has made the Inquiry System extremely user-friendly, even incorporating different types of name and address searches. For example, the address search only needs the street name and will fill in the direction and proper abbreviation for the street type.

Also, in looking up a particular type of business segment, a listing of business codes is shown on a "pop up" menu to help the user identify which code to select. The Inquiry System can also be used to geo-code specific areas such as City Council districts, shopping centers, redevelopment areas, etc. MRC's Inquiry System will even generate the geo-coded addresses, thus eliminating the need to manually place a code by each firm in a geo-area. The System will also eliminate a geo-area in a global command rather than having to eliminate geo-coded accounts one-by-one when removing a geo-area.

Because the Sales Tax Inquiry System contains confidential information, access is limited to authorized personnel by making the System password - protected.

2. STARS (SALES TAX ANALYSIS & REPORTING SYSTEM) REPORTS

Quarterly, MRC will provide the City with an updated set of bound STARS reports (sample enclosed). The scope of MRC's STARS reports includes, but is not limited to, the following:

- o Cleaning up, standardizing and automating data from the City's sales/use tax distribution reports provided by SBE for eight (8) previous quarters, current quarter and each future quarter service. This is done to provide two benchmark years in the initial report to the City. Amounts for the most recent quarter are included in each STARS report, but are not used for benchmark purposes as many accounts are incomplete due to late-paying businesses.

MRC clients use STARS reports to gain a better understanding of where their sales tax comes from, what trends, good or bad, are occurring to their sales tax base, and to identify those businesses on which the jurisdiction is most dependent for its sales tax revenue.

- o Receiving and processing sales tax distribution reports quarterly.
- o Reorganizing and refining the computerized sales tax data for the City utilizing MRC's STARS.
- o Analyzing the City's major sales tax producers.

All major sales producers and business categories are monitored and analyzed quarterly based on reports to include the following:

- Management Summary, Sales Tax Digest, Charts. MRC's STARS reports include a confidential Management Summary, a non-confidential Sales Tax Digest, and twelve color charts that portray graphically the City's sales tax performance and composition.

- Analysis Section. The Analysis Section of MRC's STARS reports compares the sales tax performance for the latest complete quarter/report benchmark year to previous quarters and years. This section, which is an exclusive MRC report, was instituted to replace cumbersome manual comparisons between quarters and years.

The Analysis Section includes the following: (1) historical performance of the top 100 accounts for up to four years, (2) a computerized analysis of the changes that occurred by economic category and by business sector with the specific businesses that made the major contribution to the change delineated; and (3) an analysis by magnitude of change indicating which key businesses grew or declined, measured in absolute dollars and percentages.

Quarterly aberrations due to SBE audits, fund transfers and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.

- Major (and Top 100) Sales Tax Producers. Sales tax performance of the top 100 sales tax accounts is shown in order of sales tax produced with the results for the last five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.
- Sales Tax Accounts by Business Code. This report shows the various business codes assigned by the SBE and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each account. The City may select the cut-off level of this report (i.e., all accounts or just accounts that produce over a certain amount per year). Misclassified sales tax accounts are corrected to make the report a true reflection of the sources of the City's sales tax income.
- Sales Tax Trend Report. Data is summarized by economic category and by business sector making up each category. Sales tax trends are shown by quarter and by successive benchmark years. Percent of sales tax is also shown to indicate trends in sales tax composition as well as performance.

Growth and decline comparisons are indicated by various categories for forecasting and analysis.

- Sales Tax By Account/Sub-Number. The SBE does not provide the specific sales tax amounts generated by each individual location of a firm with multiple locations in the same city. Such a breakdown is needed if the City is to track sales tax by specific geo-areas, such as shopping centers, redevelopment areas, business districts, industrial parks, etc. STARS allocates sales tax by location and even customizes difficult allocations such as auto dealers with showrooms, leasing, used cars, and body repair shops. This report shows the amounts allocated to each individual location for a firm with multiple locations in the City.
- Geo-Coding. Tracks sales tax performance within designated areas of the City (e.g., key shopping centers, redevelopment project areas, downtown business districts, etc.) Charts and printed reports are included for each geo-area.
- Cross Reference Reports. These reports allow the user to look up any account shown in the STARS reports by name, address, or account number.
- Special Business Tax Report. MRC's STARS service includes a report that is specifically designed to facilitate the City's business license tax administration by replacing the manual yellow registration control cards.

These cards come in no particular order and are cumbersome to use. MRC produces a printed report each quarter that lists all changes to the City's sales tax records by the type of change (i.e., new firms, closed firms, new addresses, new owners, etc.). Under each type of change are the accounts in clean address order.

By correcting, cleaning up and standardizing addresses, business names and business classifications on all of the City's sales tax generators, MRC is able to provide the City's business licenses staff with another valuable audit tool. MRC will also provide the City with a copy of the cleaned up sales tax files on floppy disk or nine-track tape if the City wishes to add the data to its database.

3. COROLLARY CONSULTING

In conjunction with the Sales Tax Inquiry System and STARS reports described above, the GRIP sales tax module includes the following:

- o Preparing and analyzing a list of the City's major sales/use tax generators to assist the City in developing a public relations program to prevent the loss of these important businesses.
- o Profiling for Economic Development/Community Redevelopment personnel the most economically desirable/undesirable types of developments/business uses and the reasons why.
- o Assisting in defining specific geographic areas for which the City would have an interest in knowing the sales/use tax produced (e.g., within Redevelopment Agency project areas).
- o Serving as a resource to assist the City on an "as-needed" basis by providing legal and technical support on sales/use tax issues and questions regarding proposed legislation, estimated revenue on proposed projects, revenue-sharing negotiations, retail sales leakage, budget projections, etc.

E. TIMING

MRC shall commence preparing the Sales Tax Inquiry System and STARS reports within 10 working days following receipt of the following:

- o City Council contract approval and resolution designating MRC as the authorized City Consultant to examine sales and use tax records (see Exhibit C); and
- o State Board of Equalization quarterly distribution reports for most recent nine (9) consecutive quarters.

The initial Sales Tax Inquiry System shall be delivered and installed on IBM compatible PCs designated by City, together with the STARS reports, within 45 working days following receipt of the above. The quarterly updated Inquiry System and STARS reports will be delivered to the City within 30 working days following receipt of the quarterly distribution reports.

MRC will provide corollary consulting to the City in conjunction with delivery of the Inquiry System and STARS reports following completion of the enhancement audits.

The timing for the other optional GRIP modules shall be mutually agreed upon by City and MRC.

III. FEES

MRC's fee for performing the enhancement audit service shall be based on a percentage of the new revenue produced for the City. MRC's fee for providing the optional information and consulting services, including the other GRIP modules, shall not exceed a flat amount to be mutually agreed upon in advance between the City and MRC.

In order to make MRC's services self-funding for Tulare, MRC's fees for providing the enhancement audits and optional GRIP modules shall be entirely predicated and contingent upon MRC's enhancement audits producing new revenue that would not otherwise have been realized by the City, further described as follows:

A. SALES/USE TAX

1. REVENUE RECOVERY AUDIT SERVICE

MRC's fee for providing the enhancement audit service is 25% of the new sales/use tax revenue realized by the City as a result of MRC detecting and correcting the related point-of-sale/use distribution error. Said 25% applies to each correction for fund transfers (i.e., retroactive adjustments for eligible amounts improperly distributed in prior quarters) and the first six consecutive reporting quarters following completion of the audit by MRC and confirmation of corrections by the State Board of Equalization.

Sales/use tax audit invoices are submitted quarterly after the City has received the revenue from the correction and quarterly distribution report verifying it. Each invoice is to include the business name, permit number, local allocation amount received by the City and amount due MRC. Invoices are due and payable upon receipt.

2. GRIP SALES TAX MODULE

MRC shall provide the Sales Tax Inquiry System and STARS reports for \$500 per quarter, payable only after the City has received the Sales Tax Inquiry System, STARS report(s) and sufficient funds to cover the charges from the City's share of new tax revenue produced from MRC's audit service. The following computation illustrates a hypothetical example:

New tax revenue produced for City from MRC audit service	\$ 200,000
Less MRC compensation for audit service @ 25%	-50,000
City's share of tax revenue @ 75%	\$ 150,000
Less STARS charge for full year @ \$500 per quarter	-2,000
Net new tax revenue to City after compensating MRC for audit service and GRIP sales tax module	\$ 148,000

Revenue recovered by MRC for the City from tax sources other than sales/use may also be used to fund the cost of the GRIP sales tax module.

Should MRC's revenue recovery audit service fail to generate sufficient new tax revenue for the City to cover the GRIP sales tax module fee out of the City's share, then MRC shall absorb the shortfall amount.

B. OTHER TAX REVENUE SOURCES

1. REVENUE RECOVERY AUDITS

MRC's fee for performing enhancement audits for revenue sources other than sales/use tax, and the purchases review for cost reductions, shall be entirely predicated and contingent upon the results achieved.

Under this arrangement, the City/Agency agree(s) to pay MRC an amount equal to 25% of the deficiency recoveries from eligible prior periods (plus associated charges for penalties and interest). When MRC's audits result in the detection and correction of errors/omissions that the City and MRC mutually agree will produce ongoing (rather than one-time) benefits to the City, MRC's compensation shall be 25% of the incremental revenue realized by the City during the first 12 consecutive quarters following correction.

2. OTHER GRIP MODULES

As previously indicated, MRC's fee for providing the optional GRIP modules for the City's other revenue services shall not exceed a fixed amount to be mutually agreed upon in advance by the City and MRC, payable only after MRC has provided the service and the City has received sufficient funds to cover the charges from the City's share of new tax revenue produced from MRC's audit service.

C. EXPENSES

All expenses incurred by MRC in providing the audit service and GRIP sales tax module are absorbed by MRC. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, keypunching, computer processing, clerical, communications (e.g., personal meetings, telephone, mail, etc.) photocopying, overhead and miscellaneous out-of-pockets for consumable supplies and research materials such as maps, directories, etc.

IV. QUALIFICATIONS

Since its inception fourteen years ago, Municipal Resource Consultants (MRC) has specialized in providing innovative revenue enhancement audit services to California cities. MRC is the only firm in California, or the rest of the country, offering these proprietary enhancement audit services that encompass all sources of municipal tax revenue.

MRC's revenue recovery audit services are complemented by geobased management information programs and consulting in areas such as strategic planning, economic development and redevelopment.

In 1978, MRC pioneered the concept of revenue enhancement consulting with its sales tax services for California cities. Since then, MRC has established a track record of consistently impressive results by providing ongoing revenue enhancement services to more than 100 California cities. MRC's audits have recovered more than \$100 million for its client cities.

MRC's revenue recovery services are designed to provide cities with an ongoing, readily measurable economic return that is many times greater than the amount invested in the service.

On behalf of the cities served, MRC's revenue enhancement audit findings and recommendations have been validated and accepted by third party intermediaries (including the State Board of Equalization, county assessors and major utility companies) throughout California, in addition to thousands of corporate tax departments throughout the United States.

MRC has a staff of 55 consultants serving California cities from five in-state office locations. In providing revenue enhancement audit services to the City of Tulare, MRC will be utilizing Donald Maynor and Joseph Vinatieri as legal counsel, on an as-needed basis, in the following capacities:

Donald H. Maynor specializes in providing legal services to California cities on issues related to municipal gas, electric, water and sewer utilities. Don will be working with MRC on the franchise fee and utility users tax audits.

Joseph A. Vinatieri is a partner in the Whittier law firm of Bewley, Lassleben & Miller where he specializes in matters of California state and local taxation. Joe provides legal counsel to MRC's auditors and clients when questions or issues arise related to sales/use tax law.

(Please refer to Exhibit D for a representative list of MRC client cities, results achieved and references.)

V. CERTIFICATION OF CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

- A. MRC is authorized by this Agreement to examine sales and use tax records of the State Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- B. MRC is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.
- C. MRC is prohibited from performing consulting services for a retailer during the term of this Agreement.
- D. MRC is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this Agreement has expired.

Information obtained by examination of State Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056(b) of the Revenue and Taxation Code.

The resolution shall designate MRC as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056(b)(1) of the Revenue and Taxation Code (see Exhibit C).

MRC hereby certifies that any and all information utilized in the conduct of work performed is to be utilized only for those purposes authorized by the City and by the Bradley-Burns Uniform Local Sales and Use Tax Law.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Municipal Resource Consultants (Consultant) shall be an Independent Contractor and shall not be an employee of the City of Tulare (City). City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Liability. City shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation to any Consultant personnel or subcontractor performing services hereunder for City, or any liability other than provided for in this Agreement.

City shall not be liable for compensation or indemnity to any Consultant employee or subcontractor for injury or sickness arising out of his/her employment, or for any negligent actions of the Consultant or its employees.

All persons employed in the performance of such services and functions shall be employees of Consultant, and as such shall not, for any purposes, be considered employees of City and therefore shall have no right to any City service, civil service, or other City status.

3. Subcontracts. Any subcontracts entered into by Consultant for services to be rendered towards the completion of Consultant's portion of this Agreement shall be for Consultant's benefit alone, and as such shall be its responsibility with no liability resting on the City. Consultant agrees to provide a list of all subcontractors to be used in connection with services to be rendered toward the completion of its portion of this Agreement to the City within ten (10) working days of execution of this Agreement.

4. Licenses, Permits, Etc. Consultant represents and warrants to City that he/she has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his/her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his/her profession.

GENERAL PROVISIONS

PAGE 2

5. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

6. Insurance.

(a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$1,000,000 for injury to one person in any one occurrence; \$1,000,000 aggregate; and, \$50,000 for property damage. Consultant shall cause the City, its officials and employees to be named on all liability policies described above as insured as respects: (1) activities performed for the City by or on behalf of the named insured, (2) products and completed operations of the Named Insured, and (3) premises owned, leased or used by the Named Insured.

(b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.

7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied to act on behalf of City of any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this agreement. Any attempt of purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

GENERAL PROVISIONS
PAGE 3

9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

11. City Representative. The City Manager or his designee is the representative of the City and will administer this Agreement for the City.

12. Termination. This Agreement may terminate on ten (10) days written notice by either party, or within such time as both parties may find necessary to conclude the work currently under way and to summarize Consultant's findings for City.

13. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claims, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Consultant, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

GENERAL PROVISIONS
PAGE 4

14. Equal Employment Opportunity: During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity," as labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."

b. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c. Solicitation for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origins.

d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Consultant under the contract until Consultant complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

GENERAL PROVISIONS
PAGE 5

f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs a through e in every subcontract, including Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of the City.

15. Notices. Any notice to be given from one party to the other pursuant to this Agreement shall be deposited with the United States Postal Service postage prepaid and addressed as follows:

To City: City Administrator
 CITY OF TULARE
 125 South 'M' Street
 Tulare, CA 93274

To Consultant: John Austin
 MUNICIPAL RESOURCE CONSULTANTS
 32107 W. Lindero Canyon Road
 Suite 233
 Westlake Village, CA 91361

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE
DESIGNATING A CITY CONSULTANT AS THE AUTHORIZED CITY
REPRESENTATIVE TO EXAMINE SALES AND USE TAX RECORDS.**

WHEREAS, pursuant to California Revenue and Taxation Code Section 7200, et seq., the City of Tulare has adopted a sales and use tax ordinance which imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization along the same and existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes; and

WHEREAS, pursuant to California Revenue and Taxation Code Section 7056, the City of Tulare, by resolution, may designate any officer, employee or any other person to examine all of the sales and use tax records of the Board pertaining to sales and use taxes collected for the City; and

WHEREAS, the City of Tulare has entered into an agreement for sales tax audit and information services with the firm of MUNICIPAL RESOURCE CONSULTANTS, a partnership of JOHN T. AUSTIN, INC. and ALLEN W. CHARKOW, INC. to designate MUNICIPAL RESOURCE CONSULTANTS as the authorized Consultant to examine such sales tax records maintained by the Board on behalf of the City of Tulare; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TULARE, as follows, to wit:

Section 1: In all respects as set forth above, the City Council of the City of Tulare hereby certifies to the State Board of Equalization that MUNICIPAL RESOURCE CONSULTANTS is the designated representative of the City of Tulare to examine all of the sales and use tax records of the Board pertaining to sales and use taxes collected by the Board on behalf of the City of Tulare.

RESOLUTION NO. _____

Section 2: Pursuant to California Revenue and Taxation Section 7056 (b), this Council hereby certifies that MUNICIPAL RESOURCE CONSULTANTS, a partnership of JOHN T. AUSTIN, INC. and ALLEN W. CHARKOW, INC. (hereinafter referred to as "Consultant") meets all of the following conditions:

- a. CONSULTANT has an existing contract with the CITY to examine sales tax records;
- b. CONSULTANT is required by that contract to disclose information contained in, or derived from, those sales tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information;
- c. CONSULTANT is prohibited by the contract from performing consulting services for a retailer during the term of the contract; and
- d. CONSULTANT is prohibited by the contract from retaining the information contained in, or derived from, those sales tax records after the contracts have expired.

Section 3: The City Clerk shall certify to the adoption of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 1992.

MAYOR

I, _____, City Clerk of the City of Tulare, do certify that the foregoing Resolution was introduced at the regular meeting of the City Council of the City of Tulare, held on the ____ day of _____, 1992, and was adopted at said meeting by the following vote:

AYES:

ABSENT:

NOES:

COUNCILPERSON:

ABSTAINED:

ATTEST: _____

_____, City Clerk

City of Tulare

REPRESENTATIVE LIST OF MRC CLIENT
CITIES, RESULTS ACHIEVED & REFERENCES

MRC provides ongoing revenue audit, information and consulting services to more than 100 California cities.

Based on population size and magnitude of sales/use tax income received annually, the following list ranks in descending order the 10 largest cities in California, of which 8 (asterisked) have selected a private consulting firm to provide revenue enhancement audits. All 8 of the cities selected MRC.

Ten Largest Cities In California

*Los Angeles	*Oakland
*San Diego	*Sacramento
*San Jose	Fresno
San Francisco	*Anaheim
*Long Beach	*Santa Ana

Of related interest, City & State published its list of "The 50 Up & Coming Cities" (see article at the end of this Exhibit) selected according to a complicated formula based on growth in population, employment and assessed values.

California has 26 (listed below) of The 50 Up & Coming Cities, of which 22 have selected private firms to provide sales tax audit services. Nineteen (86%) of the cities (asterisked) selected MRC and 3 (14%) selected another firm.

<u>C&S Rank</u>	<u>City</u>	<u>C&S Rank</u>	<u>City</u>
1	*San Diego	22	*Santa Rosa
3	*Sacramento	24	*Modesto
4	*Riverside	25	*Oakland
5	*Irvine	27	Fresno
6	*Oceanside	27-tie	Chula Vista
9	*Los Angeles	32	*Oxnard
9-tie	Fremont	36	*Orange
12	*San Jose	39	*Santa Ana
16	*San Bernardino	40	*Vallejo
16-tie	*Anaheim	42	*Long Beach
18	Huntington Beach	45	*Concord
20	*Thousand Oaks	46	Glendale
21	Ontario	49	Stockton

Much of MRC's capability to serve the larger, more complex cities is directly attributable to our staff size, specialization and technical training programs.

REPRESENTATIVE SALES TAX ENHANCEMENT AUDIT RESULTS MRC HAS ACHIEVED FOR ITS CLIENTS

<u>CITY</u>	<u>CONTACT</u>	<u>TELEPHONE</u>	<u>SALES TAX RECOVERED FOR CITY BY MRC</u>
CAMPBELL	MS. GRETCHEN CONNER	408-866-2111	\$504,030
CONCORD	MR. RON HOWARD	510-671-3078	\$1,103,926
CULVER CITY	MR. ERIC SHAPIRO	310-202-5865	\$1,741,387
FULLERTON	MS. BARBARA HENDERSON	714-738-6532	\$662,843
IRVINE	MR. JEFFREY NIVEN	714-724-6027	\$4,852,284
LONG BEACH	MR. TONY WALSTRUM	310-590-6169	\$5,888,345
MENLO PARK	MR. RUSS SCOTTEN	415-858-3362	\$2,877,988
ORANGE	MR. PATRICK GRIFFIN	714-744-5515	\$669,013
RIVERSIDE	MS. BARBARA STECKEL	714-782-5660	\$999,783
SACRAMENTO	MR. GREG NORTON	916-264-7728	\$3,038,350
SAN BERNARDINO	MR. ANDREW GREEN	714-384-5242	\$1,037,101
SAN JOSE	MS. JUDY GERGURICH	408-277-3131	\$15,299,100
SAN MATEO	MR. JOHN deRUSSY	415-377-3406	\$4,384,290
SANTA ANA	MR. ROD COLOMA	714-647-5420	\$7,738,423
SANTA CLARA	MS. KRISTIN MACHNICK	408-984-3263	\$3,442,468
SANTA CLARITA	MR. STEVE STARK	805-259-2489	\$5,041,688
SANTA FE SPRINGS	MR. DON NUTTALL	310-868-0511	\$2,759,677
SANTA MONICA	MR. RALPH BURSLEY	310-458-8741	\$724,476
SOUTH SAN FRANCISCO	MS. AMY MARGOLIS	415-877-8509	\$1,753,687
TUSTIN	MR. RON NAULT	714-544-8890	\$3,187,120
VENTURA	MR. EVERETTE GARMON	805-654-7800	\$1,788,776
VISALIA	MR. TIM HANSEN	209-738-3306	\$810,871
WALNUT CREEK	MS. ARLENE HILDEBRAND	510-943-5820	\$1,663,272
WEST SACRAMENTO	MR. LEIGH KEICHER	916-373-5816	\$1,186,088

REPRESENTATIVE MRC CLIENT REFERENCES

(Population over 250,000)

City of Long Beach

333 W. Ocean Boulevard

Long Beach, CA 90802

Contacts: Mr. James Algie (310) 590-6024
Mr. Tony Walstrum (310) 590-6169

City of Los Angeles

201 N. Main, Room 101

Los Angeles, CA 90012

Contact: Mr. Mark Davis (213) 485-3980

City of Santa Ana

20 Civic Center Plaza

Santa Ana, CA 92701

Contacts: Mr. Rod Coloma (714) 647-5420

City of Sacramento

915 I Street, #104

Sacramento, CA 95814

Contact: Mr. Greg Norton (916) 264-7728

City of San Jose

801 N. First Street, #227

San Jose, CA 95110

Contact: Ms. Judy Gergurich (408) 277-4288

(Population from 100,000 to 250,000)

City of Fullerton

303 W. Commonwealth

Fullerton, CA 92632

Contact: Ms. Barbara Henderson
Mr. Ed Paul (714) 738-6520

City of Orange
300 East Chapman Avenue
Orange, CA 92666
Contact: Mr. Ted Schoettger
Mr. Patrick Griffin (714) 532-0305

City of Oxnard
305 W. Third Street
Oxnard, CA 93030
Contact: Mr. Rudy Muravez
Ms. Marjorie George (805) 984-4614

City of Riverside
3900 Main Street
Riverside, CA 92522
Contact: Ms. Barbara Steckel (714) 782-5660

City of San Bernardino
300 North "D" Street
San Bernardino, CA 92418
Contact: Mr. Andrew Green (714) 384-5242

City of Santa Clarita
23920 Valencia Blvd.
Santa Clarita, CA 91355
Contacts: Mr. Steve Stark
Ms. Kwan Beilin (805) 255-4925

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503
Contacts: Ms. Mary Giordano
Mr. Ben Murdoch (310) 618-5855

City of Concord
1950 Parkside Drive
Concord, CA 94519
Contact: Mr. Ron Howard (510) 671-3078

City of Modesto
P. O. Box 642
Modesto, CA 95353
Contact: Mr. John Enero (209) 577-5458

City of Santa Rosa
100 Santa Rosa Avenue
Santa Rosa, CA 95402-1678
Contact: Mr. Ronald L. Bosworth (707) 576-5315
Mr. Hal Shipman (707) 524-5126

(Population from 50,000 to 100,000)

City of Irvine
17200 Jamboree Road
Irvine, CA 92713
Contact: Mr. Jeffrey E. Niven (714) 724-6027

City of Newport Beach
P. O. Box 1768
3300 Newport Blvd.
Newport Beach, CA 92663-3884
Contact: Mr. Dennis Danner
Mr. Glen Everroad (714) 644-3123

City of Santa Monica
1685 Main Street
Santa Monica, CA 90401
Contact: Mr. Ralph Bursey (310) 458-8281

City of South Gate
8650 California Avenue
South Gate, CA 90280
Contacts: Ms. Karen Plover (213) 563-9525

City of Ventura
501 Poli Street
Ventura, CA 93002
Contact: Mr. Everette Garmon (805) 654-7855

City of Antioch
P. O. Box 130
Antioch, CA 94509
Contact: Ms. Dale Flynn (415) 778-0952

Town of Danville
510 La Gonda Way
Danville, CA 94526
Contact: Mr. Tom Hansen (510) 820-6337

City of Redwood City
P. O. Box 391
Redwood City, CA 94064
Contact: Mr. Gul Ramchandani (415) 780-7071

City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403
Contact: Mr. John L. deRussy
Ms. Margaret Donnellan (415) 377-3400

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Contact: Ms. Kristin Machnick (408) 984-3261

City of South San Francisco
315 Maple Avenue
South San Francisco, CA 94083
Contact: Ms. Amy Margolis (415) 877-8507

City of Walnut Creek
1666 No. Main Street
Walnut Creek, CA 94596
Contacts: Ms. Arlene Hildebrand (510) 943-5820

(Population less than 50,000)

City of Brea
Number One Civic Center Circle
Brea, CA 92621
Contact: Mr. Lawrence Hurst (714) 990-7684

City of Culver City
P. O. Box 507
Culver City, CA 90232
Contacts: Ms. Sue McCabe
Mr. Eric Shapiro (310) 202-5757

City of La Habra
P. O. Box 337
La Habra, CA 90633
Contact: Ms. Sara Morris (310) 905-9729

City of La Palma
7822 Walker Street
La Palma, CA 90623
Contact: Mr. Tom Parker (714) 523-7700

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Contact: Ms. Eunice Kramer (310) 545-5621

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Contact: Mr. Donald A. Nuttall (310) 868-0511

City of Tustin
300 Centennial Way
Tustin, CA 92680
Contact: Mr. Ronald A. Nault (714) 544-8890

City of Campbell
70 N. First Street
Campbell, CA 95008
Contact: Ms. Gretchen Conner (408) 866-2111

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95015
Contact: Mr. Blaine Snyder (408) 252-4505

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Contact: Mr. Russ Scotten (415) 858-3362

City of Tracy
325 East Tenth Street
Tracy, CA 95376
Contact: Mr. Zane Johnston (209) 835-2211

City of West Sacramento
P. O. Box 802
West Sacramento, CA 95691
Contact: Mr. Leigh Keicher (916) 373-5816

AGENDA ITEM: Consent 6

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

Submitting Department: General Services

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Adopt Resolution 2021-30 authorizing the City Manager or his designee to apply for an electric vehicle charging station grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The SJVAPCD has received limited funds, and is offering to supply specific grants for the charge Up! Program. This Program provides funding for public agencies in the San Joaquin Valley to install electric vehicle (EV) chargers. These chargers will support existing EV owners and encourage the growth of the clean technology in the Valley.

Staff intends to apply for grant funding to install level 2 and level 3 chargers strategically on city properties (City hall and corporate yard). The grant is \$6,000 for level 2 dual port and \$25,000 for level 3 fast charge.

STAFF RECOMMENDATION:

Adopt Resolution 2021-30 authorizing the City Manager or his designee to apply for an electric vehicle charging station grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

Submitted by: Manuel Correa

Title: General Services Manager

Date: June 7, 2021

City Manager Approval: _____

RESOLUTION 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY TO THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)
FOR AN ELECTRIC VEHICLE GRANT AND SIGN ALL APPLICABLE
PAPERWORK RELATED TO THE PURCHASE OF ELECTRIC CHARGING
UNITS**

WHEREAS, the City of Tulare (City) desires to obtain several electric charging units using a Grant Program from the SJVAPCD, and

WHEREAS, the City will administer the Grant in accordance with the Grant provisions as required by the SJVAPCD and will accept responsibility for and will act as sponsor for the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tulare, and as follow, to wit, herby authorizes the Tulare City Manager to apply for the grant from the SJVAPCD and to sign all applicable paperwork.

PASSED, ADOPTED AND APPROVED this 15th day June, 2021.

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

ATTEST:

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

I, Rob Hunt, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2021-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 15, 2021, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

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

By Roxanne Yoder, Chief Deputy

AGENDA ITEM: Consent 7

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

Submitting Department: General Services

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Adopt Resolution 2021-31 authorizing the City Manager or his designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The SJVAPCD has received limited funds, and is offering to supply specific grants for the replacement of eligible specialty vehicles with electric powered vehicles for the year 2020 - 2021. Staff intends to apply for grant funding to replace gasoline powered light vehicles that have reached the end of useful life for hybrid vehicles. The grant is \$60,000 (\$20,000 per vehicle) for 2020-2021 and \$100,000 (\$20,000 per vehicle) for 2021-2022.

STAFF RECOMMENDATION:

Adopt Resolution 2021-31 authorizing the City Manager or his designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

Additional funding will be needed from each Department from the equipment replacement funds. The average hybrid vehicle cost approximately \$29,000. (\$20,000 grant and \$9,000 City)

Submitted by: Manuel Correa

Title: General Services Manager

Date: June 7, 2021

City Manager Approval: _____

AGENDA ITEM:

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

Submitting Department: General Services

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager or his designee to apply for an electric vehicle charging station grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The SJVAPCD has received limited funds, and is offering to supply specific grants for the charge Up! Program. This Program provides funding for public agencies in the San Joaquin Valley to install electric vehicle (EV) chargers. These chargers will support existing EV owners and encourage the growth of the clean technology in the Valley.

Staff intends to apply for grant funding to install level 2 and level 3 chargers strategically on city properties (City hall and corporate yard). The grant is \$6,000 for level 2 dual port and \$25,000 for level 3 fast charge.

STAFF RECOMMENDATION:

Authorized the City Manager or his designee to apply for an electric vehicle grant from the San Joaquin Valley Air Pollution Control District (SJVAPCD) and sign all applicable paperwork.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

Submitted by: Manuel Correa

Title: General Services Manager

Date: June 7, 2021

City Manager Approval: _____

RESOLUTION 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPLY TO THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)
FOR AN ELECTRIC VEHICLE GRANT AND SIGN ALL APPLICABLE
PAPERWORK RELATED TO THE PURCHASE OF HYBRID ELECTRIC
VEHICLES**

WHEREAS, the City of Tulare (City) desires to obtain several hybrid vehicles using a Grant Program from the SJVAPCD, and,

WHEREAS, the City will administer the Grant in accordance with the Grant provisions as required by the SJVAPCD and will accept responsibility for and will act as sponsor for the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tulare, and as follow, to wit, herby authorizes the Tulare City Manager to apply for the grant from the SJVAPCD and to sign all applicable paperwork.

PASSED, ADOPTED AND APPROVED this 15th day June, 2021.

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

ATTEST:

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

I, Rob Hunt, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 2021-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on June 15, 2021, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: _____ ROB HUNT, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy

AGENDA ITEM: Consent 8

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Attorney and Human Resources

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City's negotiations team to execute a sideletter agreement between the City and the Tulare Professional Firefighters Association Non-Management Bargaining Group, the Tulare City Professional Firefighters Association Management Bargaining Group and the Tulare City Professional Firefighters Association Division Chief Officer Group (TPFA) which outlines the following:

- 0.5% salary increase retroactive to the pay period beginning on September 12, 2020;
- 1.5% salary increase effective the first full pay period in July 2021 beginning on July 3, 2021;
- 2% salary increase effective the first full pay period in July 2022 beginning on July 2, 2022;
- Extending the provisions of the existing Memorandums of Understanding (MOU) for each group for a period of three years – through June 30, 2023.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

As afforded in the MOU by and between the City of Tulare and the TPFA, the TPFA exercised their right to meet and discuss in a timely manner should any resolution with the Tulare Police Officer's Union (TPOU) result in salary increases greater than 2% in any given year. The TPOU received a 2.5% salary increase in July of 2020 and is set to receive a 3.5% salary increase in July of 2022. The City has met and conferred with representatives of the group and we have come to an agreement as outlined above.

STAFF RECOMMENDATION:

Authorize the City's negotiations team to execute a sideletter agreement between the City and the Tulare Professional Firefighters Association Non-Management Bargaining Group, the Tulare City Professional Firefighters Association Management Bargaining Group and the Tulare City Professional Firefighters Association Division Chief Officer Group (TPFA) which outlines the following:

- 0.5% salary increase retroactive to the pay period beginning on September 12, 2020;
- 1.5% salary increase effective the first full pay period in July 2021 beginning on July 3, 2021.
- 2% salary increase effective the first full pay period in July 2022 beginning on July 2, 2022.

- Extending the provisions of the existing Memorandums of Understanding (MOU) for each group for a period of three years – through June 30, 2023.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Janice Avila
Mario Zamora

Title: Human Resources Director
City Attorney

Date: June 2, 2021

City Manager Approval: _____

FIRST SIDE LETTER AGREEMENT BETWEEN
TULARE PROFESSIONAL FIREFIGHTERS ASSOCIATION
AND THE CITY OF TULARE

The parties to this Side Letter Agreement are the City of Tulare ("City") and Tulare Professional Firefighters Association ("TPFA").

The terms of this agreement shall be effective immediately upon both parties signing.

The parties have met and conferred concerning the Memorandum of Understandings between the City, TPFA Non- Management Bargaining Group, Division Chief Officer Group and Management Bargaining Group (Fire Captains) ("MOUs") and have entered into a Side Letter Agreement in a good faith effort to move forward with replacing sections X and XIV of the current MOUs currently expiring on June 30, 2022:

Sections X and XIV shall be replaced in their entirety as follows:

X. SALARY

Salary increases provided during the term of this Memorandum of Understanding shall be as follows:

- A. 2% increase effective the first full pay period in July 2019.
- B. 2% increase effective the first full pay period in July 2020.
- C. 0.5% increase effective the first full pay period in September 2020.
- D. 1.5% increase effective the first full pay period in July 2021.
- E. 2% increase effective the first full pay period in July 2022.

In the future the following cities will be surveyed for total compensation comparisons: Manteca, Turlock, Hanford, Porterville, Visalia, and Merced.

XIV. TERM

Unless specified otherwise herein, the provisions of the Memorandum of Understanding become effective July 1, 2019 and shall continue through and including June 30, 2023. The parties agree that there shall not be a reopener for the meet and confer process through the remainder of this Memorandum of Understanding.

Agreed to this 2 day of JUNE, 2021, by the parties authorized representatives.

For City of Tulare



Rob Hunt, City Manager



Mario U. Zamora, City Attorney

For Tulare Professional Firefighters Association



Scott Scheline, President



Roger Wilson, Attorney for Tulare Professional Firefighters Association

AGENDA ITEM: Consent 9

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Attorney and Human Resources

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the following:

- 3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 3, 2021.
- 3% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 2, 2022.
- 3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 1, 2023.
- Execute a sideletter agreement between the City and CLOCEA extending the provisions of the existing Memorandum of Understanding (MOU) for a period of three years – through June 2023.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City has met with representatives of CLOCEA, the Miscellaneous Mid-Manager's Group and Department Head Group to review, discuss and agree upon the changes in salary as outlined above for classifications that fall within these groups. The salary increases and sideletter agreement with CLOCEA represent a three year agreement period beginning with the first full pay period in July 2021 and ending in June of 2024.

STAFF RECOMMENDATION:

Authorize the following:

- 3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 3, 2021.
- 3% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 2, 2022.

- 3.5% salary increase for miscellaneous employees represented in the California League of City Employees Association (CLOCEA), the Miscellaneous Mid-Managers Group and the Department Head Group effective with the pay period beginning on July 1, 2023.
- Execute a sideletter agreement between the City and CLOCEA extending the provisions of the existing Memorandum of Understanding (MOU) for a period of three years – through June 2023.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Janice Avila
Mario Zamora

Title: Human Resources Director
City Attorney

Date: June 2, 2020

City Manager Approval: _____

SIDE LETTER AGREEMENT
BETWEEN
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION (CLOCEA)
AND
THE CITY OF TULARE

The parties to this Side Letter Agreement are the City of Tulare (the "City"), and California League of City Employees Association (the "Union").

This Agreement is the result of discussions between the parties regarding the compensation for union members. The parties have met and conferred concerning this matter, and have entered into this Side Letter Agreement in a good faith effort to move forward with making the following salary negotiations.

The Union agrees to continue to meet and confer on issues raised by the City in the course of this negotiation cycle. Upon resolution of those issues presented by the City, a complete Memorandum of Understanding to replace this side letter will be created.

The following shall be added to Article XIII. Salary

- D. Effective the first full pay period in July of 2021: 3.5% salary increase.
- E. Effective the first full pay period in July of 2022: 3% salary increase.
- F. Effective the first full pay period in July of 2023: 3.5% salary increase.

The following shall be added to Article XVII. Term

The provisions of the Memorandum of Understanding shall continue through June 30, 2024.

Agreed to this 10 day of June 2021 by the parties authorized representatives.

For City of Tulare:

Rob A. Hunt
Mu U

For CLOCEA:

Bill Shankon
Shankon

AGENDA ITEM:

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Human Resources and City Attorney

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize a 3.5% salary increase effective with the pay period beginning on July 3, 2021 for classifications in the Police Management Group (Police Sergeants, Police Lieutenants, and Police Captains), and authorize the City’s negotiating team to execute a sideletter agreement between the City of Tulare and the Police Management Group.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City and the Police Management Group has met and reached an agreement for a 3.5% salary increase effective with the pay period beginning on July 3, 2021. In June of 2018, the City reached a four year agreement ending on June 30, 2022 with the Tulare Police Officer’s Union (Police Officers and Police Corporals) granting them a 3.5% salary increase effective with the pay period beginning on July 3, 2021. The Police Management Group requested the City grant the same salary increase to classifications in this group to maintain parity and internal alignment within the sworn ranks.

STAFF RECOMMENDATION:

Authorize a 3.5% salary increase effective with the pay period beginning on July 3, 2021 for classifications in the Police Management Group (Police Sergeants, Police Lieutenants, and Police Captains), and authorize the City’s negotiating team to execute a sideletter agreement between the City of Tulare and the Police Management Group.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Janice Avila
Mario Zamora

Title: Human Resources Director
City Attorney

Date: June 2, 2021

City Manager Approval: _____

SIDE LETTER AGREEMENT
BETWEEN
TULARE POLICE MANAGEMENT GROUP
AND
THE CITY OF TULARE

The parties to this Side Letter Agreement are the City of Tulare and the Tulare Police Management Group including the classifications of Police Sergeants, Police Lieutenants, and Police Captains.

This Agreement is the result of discussions between the parties regarding the compensation for union members. The parties have met and conferred concerning this matter, and have entered into this Side Letter Agreement.

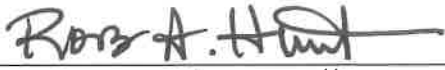
Salary

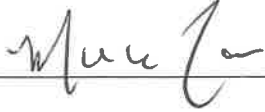
Effective the first full pay period in July of 2021: 3.5% salary increase.

All other terms remain the same through June 30, 2022.

Agreed to this ____ day of June 2021 by the parties authorized representatives.

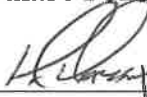
For City of Tulare:




city manager


city attorney

For Tulare Police Management Group



matt machado


Ed Hinojosa

AGENDA ITEM: Consent 11

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Community Services

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Adopt Resolution 2021-24 approving application for the Prop 68 Per Capita Grant funding program in the amount of \$177,952.00 which allows the City of Tulare to apply for a Per Capita Grant Project.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City of Tulare has the opportunity to receive grant funds from the State of California via Prop 68 "Per Capita Program". The City of Tulare has been allocated \$177,952.00. The Per Capita Program funds are available for local park rehabilitation, creation and improvement grants to local governments. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address neighborhoods lacking access to the outdoors.

The authorizing resolution serves two purposes:

1. It is a means by which the grantee's body (City of Tulare) agrees to the terms of the contract; it provides confirmation that the grantee has the funding to complete the project, operate and maintain the projects associated with the contract.
2. Designates a position title to represent the governing body on all matters regarding projects associated with the contract.

During the Tulare Parks and Recreation Commission meeting dated June 8th, 2021, the Per Capita program was introduced by Community Services staff and a project was presented to the Commission which met the requirements and guidelines of the Prop 68 Per Capita Program. The staff discussed the project for the single lit basketball court at Prosperity Park. The original basketball court was constructed over twenty years ago and has had significant wear and tear over the years. The asphalt has cracked, the surfacing needs to be repaired and the basketball court lines need to be re-stripped. In addition to the needed repairs of the single lit basketball court, staff and the Commission discussed how heavily used this single lit basketball court has been over the years. The original plans for Prosperity Park included two lighted basketball courts, however only one was constructed due to funding shortfalls. The Commission supported the idea of repairing the existing basketball court and adding an additional lit

basketball court to accommodate more opportunities for youth and adults to play basketball at Prosperity Park.

The Tulare Parks and Recreation Commission recommended to the Tulare City Council by a 7-0 vote to refurbish the existing basketball court at Prosperity Park and add an additional lit basketball court adjacent to the current basketball court for the Prop 68 Per Capita grant program.

STAFF RECOMMENDATION:

Adopt Resolution 2021-24 approving application for the Prop 68 Per Capita Grant funding program in the amount of \$177,952.00 which allows the City of Tulare to apply for a Per Capita Grant Project.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Jason Glick

Title: Community Services Director

Date: 6/3/2021

City Manager Approval: _____

RESOLUTION 2021-_____

**A RESOLUTION OF THE COUNCIL OF THE
CITY OF TULARE APPROVING A PROJECT APPLICATION
FOR THE PROP 68 PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and,

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and,

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Tulare City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and,
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and,
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and,
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Tulare general or recreation plan (PRC §80063(a)), and,
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and,
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and,
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Tulare will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and,
 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and,

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TULARE:

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

**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 2021-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on _____, 2021 by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated:

ROB A. HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy

**CITY OF TULARE, CALIFORNIA
CITY COUNCIL
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Public Works – Streets Division

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Award and authorize the City Manager to sign a contract with Jaxon Enterprises, DBA Deer Creek Asphalt (Deer Creek), of Redding, CA in the amount of \$48/ton for 3/8” Plant Run Cold Mix with Oil, and \$47/ton for 1/2” Plant Run Cold Mix with Oil; subject to minor conforming or clarifying changes acceptable to the City Attorney.

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

BACKGROUND/EXPLANATION:

As a part of the City’s Pavement Management Program, the Streets Division annually programs transportation funding for minor street repair projects such as reclamite, fiber seal, chip seal, or overlay project to stabilize and extend the life of city streets. This is a maintenance project that is independent from any of the Capital Projects currently scheduled and approved and will be funded from the annual Transportation Pavement Management program.

Through the annual Pavement Management program, there is approximately \$300,000 available for minor street repair projects. A contract for the 3/8” Plant Run Cold Mix with Oil and 1/2” Plant Run Cold Mix with Oil would give staff the ability to do 4-5 overlay projects at a cost of approximately \$282,000 over the next few months before the weather gets cold. A list of the proposed overlay streets is attached (Attachment A). An overlay project can be completed by City staff using the new paver that was purchased in April 2019. This also locks in the price for material used for pothole patching for one year.

Similar overlay projects were completed as follows in 2019/2020 and these streets have held up well since that time. Staff anticipates that this project will extend the life of the selected locations between eight and ten years.

- 1) Enterprise Street from Avenue 208 to 700’ north
- 2) Oakmore from Ave. 228 to Tulare Avenue
- 3) Turner Drive form Foster Drive to city limit
- 4) Pacific Ave. from De La Vina to Mooney Blvd.
- 5) Paige Ave. from Pratt to 800’ west of I Street
- 6) Intersection of Paige and Pratt

The City's Purchasing Policy (Section 4, page 18, C) allows for the use of "Cooperative Purchasing or Piggy-Back" contracts to take advantage of competitively bid purchasing if it would "provide the City with benefits". Awarding this contract to Deer Creek allows staff to move forward in an expeditious manner to complete this work while the weather allows it, because this product has recently been competitively bid by another public agency.

Tulare County awarded a contract for the purchase of the 3/8" Plant Run Cold Mix with Oil and 1/2" Plant Run Cold Mix with Oil to Deer Creek in April of 2020 after advertising for competitive bids. Deer Creek has agreed to hold the prices for those same products through June 30, 2022 as follows:

- | | |
|-------------------------------------|-----------------|
| 1) 3/8" Plant Run Cold Mix with Oil | \$48.00 per ton |
| 2) 1/2" Plant Run Cold Mix with Oil | \$47.00 per ton |

The bid proposal (Attachment B), and the subsequent contracts between the County of Tulare and Deer Creek are attached (Attachment C).

STAFF RECOMMENDATION:

Award and authorize the City Manager to sign a contract with Jaxon Enterprises, DBA Deer Creek Asphalt (Deer Creek), of Redding, CA in the amount of \$48/ton for 3/8" Plant Run Cold Mix with Oil, and \$47/ton for 1/2" Plant Run Cold Mix with Oil; subject to minor conforming or clarifying changes acceptable to the City Attorney.

CITY ATTORNEY REVIEW/COMMENTS: *R Yes £ No £ N/A*

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: *Yes RNo £ N/A*

FUNDING SOURCE/ACCOUNT NUMBER:

Annual Transportation – Pavement Management #ST0006

Signed: Trisha Whitfield

Title: Director, Public Works

Date: June 7, 2021

City Manager Approval: _____

Street Paving Projects 2021-2022

<i>Street</i>	<i>Lineal Footage</i>	<i>Estimated Cost</i>
1. K St: Cross Ave to Santa Fe Trail	425'x46'	\$35,515
2. L St: Cross Ave to Santa Fe Trail	425'x46'	\$35,515
3. D St: Inyo Ave to Owens Ave	690'x37'	\$23,190
4. Owens Ave: Between C St & D St	60'x10', 175'x 32'	\$6,710
5. Pine Ave: D St to west end	310'x36'	\$14,310
6. Paige Ave N/B Ramp: HWY99 to Paige Ave	693'x30'	\$18,005
7. Paige Ave S/B Ramp: Hw Owens Ave	455'x36'	\$14,035
8. Cross Ave: West St to Maricopa St	550'x24'	\$10,945
9. Ave 200 Over Pass: Rankin Ave to Hosfield	800'x24'	\$17,010
10. Hosfield Dr: C.L. to Bridge	1400'x24'	\$30,830
11. Blackstone St: Paige Ave south	490'x12'	\$14,965
12. S. K St Between 4000-4500 Blk	1600x12'	\$34,020
13. S Blackstone St.: Cul De Sac	175'x90'	\$27,200
	Total:	\$282,250



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 12, 2021

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1663 - RENEWAL NO. 02, 3/8" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1663 for 3/8" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2021. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to mfernandez1@tularecounty.ca.gov by June 1, 2021 Upon the return of this signed form, Contract No. 1663 will be renewed through June 30, 2022.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 3/8" Cold Mix – North/South County to the County of Tulare per Contract No. 1663 for an additional year through June 30, 2022 under the same prices, terms and conditions.

Date: _____ Signature: _____

Title: President

Date: _____ Signature: _____

Title: Vice President

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 02

CONTRACT NO.: 1663

VENDOR NO.: 1241600 **BID/PROPOSAL NO.:** 20-003
VENDOR NAME: JAXON ENTERPRISES **PHONE:** (530) 241-2112
STREET ADDRESS: DBA DEER CREEK ASPHALT **FAX:** (530) 243-0787
1643 TAHOE COURT **VENDOR CONTACT NAME:**
CITY STATE ZIP CODE: REDDING, CA 96003 **DON THOMASON**
E-MAIL:
ORDER FROM: JAXON ENTERPRISES **dthomason@jaxonaggregates.com**
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003
REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248
SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY
COMMODITY CODE: 74514
CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2022**
PAYMENT TERMS: NET 1% 30 DAYS
SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE
DELIVERY: F.O.B. PLANT LOCATION
MINIMUM ORDER: NONE
MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.
PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$48.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: **\$ 48.00 PER TON**

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

2,000 Tons total estimated quantity for North County/South County through June 30, 2022.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:
93257

27671 AVENUE 120, PORTERVILLE, CA

SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 12, 2021

Jaxon Enterprises
Dba Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Ct
Redding, Ca. 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1666 - RENEWAL NO. 02, 1/2" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1666 for 1/2" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2021. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to mfernandez1@tularecounty.ca.gov by June 1, 2021 Upon the return of this signed form, Contract No. 1666 will be renewed through June 30, 2022.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Cold Mix – North/South County to the County of Tulare per Contract No. 1666 for an additional year through June 30, 2022 under the same prices, terms and conditions.

Date: _____

Signature: _____

Title: President

Date: _____

Signature: _____

Title: Vice President

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 02

CONTRACT NO.: 1666

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112

FAX: (530) 243-8787

VENDOR CONTACT NAME:

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

REMIT TO: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2022**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$47.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor’s plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 47.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

3,000 Tons total estimated quantity for North/South County through June 30, 2022.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 27671 AVE 120, PORTERVILLE, CA. 93257
SMARA MINE ID# 91-54-0021

PARTICIPATING DEPARTMENTS:

- RMA Road Yard #1, Porterville
- RMA Road Yard #2/3 Visalia
- RMA Road Yard #4, Dinuba
- RMA Road Yard #5, Terra Bella

AGENDA ITEM: Gen Bus PH 1b

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

Submitting Department: Finance

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Public Hearing to adopt Resolution 2021-29 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2021/2022 Annual Assessments.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City Code requires a public hearing be held annually regarding the work program and proposed assessments to be levied for the Downtown Parking and Business Improvement District. By action of the Council, the TIP Board of Directors serves as the Advisory Board of the district and administers the program. The report gives an overview of the current fiscal year activities, as well as the program and assessments for the fiscal year beginning July 1, 2021.

On June 1, 2021 the City Council adopted resolution 2021-19 approving the intent to levy assessments and receiving the draft report of the Tulare Downtown Association Board of Directors. The public hearing is the final process in the approval process. A TDA Board Member, will review the report in detail during the public hearing.

STAFF RECOMMENDATION:

Public Hearing to adopt Resolution 2021-29 confirming the report and recommendation of the Tulare Downtown Association Board of Directors and levy assessments for the Tulare Downtown Parking and Business Improvement District 2021/2022 Annual Assessments.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Darlene Thompson **Title:** Finance Director

Date: May 19, 2021 **City Manager Approval:** _____

TULARE DOWNTOWN ASSOCIATION

Annual Report



2021-2022

Lino Pimentel, President

TULARE DOWNTOWN ASSOCIATION

Board of Directors

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

Member-At-Large **Chris Beck**
Motor Cars Inc, 213 E King Ave, Tulare, CA 93274, 688 0404

Terms Expire June 30, 2023

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

Terms Expire June 30, 2022

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

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

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

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

Terms Expire June 30, 2024

Zone A **Artemisa Valdez**
Kingo View South Tulare Mobile Services, 201 N K St, Tulare, CA 93274,

Zone A **Blake Shawn**
The Downtown Dream, 241 E Kern Ave, Tulare, CA 93274, 334 7990

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

City Appointments

City Council **Steve Harrell, Councilmember**
411 E. Kern Avenue Tulare, CA 93274 (559) 684-4200

Police Department **Sgt. Raymond Guerrero**, Tulare Police Department

Past Projects and Objectives

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

Recent Projects and Objectives

While COVID-19 played a pivotal role in how the TDA approached its responsibilities and goals this past year, and funding was an on-going concern, the Association accomplished much. This past year the Association pandemic-pared goals included:

- Management of the Tower Square PBID
 - Designing continued capital improvements to property.
 - Continuing with Tower Square common area clean up.
- The TDA "Clean and Safe" program for Downtown.
 - Weed removal and eradication.
 - Clean-up of sidewalks, alleys, streets and trash enclosures, etc.
- TDA redesigned the list of properties available in the downtown area and acted as a resource.
 - Property list now on interactive web page.
- Re-positioned Facebook page and website to be resource center for COVID-19 information for downtown businesses and businesses in general.
 - Worked with downtown businesses in safe re-openings
 - Active promotion of businesses open under Stage 1 and 2.
- Active re-design and use of the overpass sign on J Street
 - Disseminated COVID-19 safety information
 - Promoted City of Tulare
 - Promoted Downtown businesses that were open.
- Worked with landlords, real estate agents and property owners to connect business and property owners/agents in downtown to reduce vacancies.

2020-2021 Outlook

For this fiscal year, the Tulare Downtown Association:

- Continues its representation of the downtown Business and Parking District.
- Continues implementation of the Clean and Safe program for Downtown Tulare.
- Supports and manages the Tulare Tower Square PBID
- Continually updates improved real estate vacancy tracking system.
- With COVID-19 restrictions easing, the TDA will team with its sister organization, the Tulare Downtown Foundation, to bring events and other promotional activities to the Downtown.
- The TDA is actively pursuing remedies to the ongoing homeless issue plaguing downtown business and is building alliances and connections with agencies close to the issue.
- The TDA is continuing to build alliances with businesses outside the downtown district to bring aesthetic upgrades to the core of downtown.

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

Tulare City Council
411 East Kern Avenue
Tulare, California 93274

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

- No changes in boundaries or benefit zones.
- Continue working with City Staff on projects and business recruitment.
- Continue to track real estate and work with realtors.
- Work with the City, Code Enforcement and Police Department to control graffiti, vandalism and crime in the downtown.
- Continue to seek additional means to address the demands of a changing economy and the downtown business community.
- Continue to work with the Tulare Chamber of Commerce as well as other organizations and individuals in their efforts to encourage growth in Downtown Tulare.
- Support efforts to market and develop attractions in the downtown, encourage other groups and individuals in producing events and attractions, implement new strategies aligned with existing strategies to improve the business climate in the downtown.
- Continue efforts to develop cooperative marketing plans with Association members and the downtown at large.
- Attached is the approved TDA budget of the cost of providing the improvements and the activities for fiscal year 2020-2021.

Lino Pimentel, President
Tulare Downtown Association

TulareDowntown Association
Profit & Loss Budget Overview
July 2021 through June 2022

	Jul '21 - Jun 22
Ordinary Income/Expense	
Income	97,000.00
Expense	
700 - Administrative Expenses	80,712.60
720 - Architectural Design & Parking	1,500.00
730 - Market Recruit & Retention	1,012.00
750 - Promotional Expenses	12,575.40
761 - Gift Certificates	1,200.00
800 - Uncategorized Expenses	0.00
Total Expense	97,000.00
Net Ordinary Income	0.00
Other Income/Expense	
Other Income	9.96
Net Other Income	9.96
Net Income	9.96

RESOLUTION 2021-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE CONFIRMING THE REPORT AND RECOMMENDATION OF THE ADVISORY BOARD OF THE TULARE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT DISTRICT AND ADOPTION OF ASSESSMENTS FOR SAID DISTRICT FOR THE 2021/22 FISCAL YEAR.

WHEREAS, the City Council has previously adopted Resolution 2021-19 establishing June 18, 2021, at 7:00 p.m., as the date and hour for a public hearing concerning its intention to levy an annual assessment for the 2021/22 fiscal year in connection with the Tulare Downtown Parking and Business Improvement District; and

WHEREAS, said public hearing has been conducted and the City Council has reviewed and considered the report and recommendation of the Advisory Board of the District with regard to improvements and activities to be provided, estimated cost of providing such improvements and activities and the method and basis of levying the assessment against businesses within the District for said fiscal year; and

WHEREAS, the City Council desires to confirm the report of said Advisory Committee and to levy an assessment for the 2021/22 fiscal year on all businesses located within the Tulare Downtown Parking and Business Improvement District.

NOW, THEREFORE, BE IT RESOLVED, as follows, to wit:

1. The City Council confirms the report of the Tulare Downtown Association (TDA) Board of Directors, acting as the Advisory Board of the Tulare Downtown Parking and Business Improvement District, as said report was originally filed with the City Council.
2. Consistent with said report and its recommendation, the City Council does herewith levy an assessment for the 2021/22 fiscal year on all businesses located within said Tulare Downtown Parking and Business Improvement District, as more fully set forth in item (1) of said report, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Said assessments shall be levied in the time and manner as are consistent with the provisions of Chapter 8.48 of the Tulare City Code.

PASSED, APPROVED AND ADOPTED this 18th day of June 2021.

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 2021-29 passed and adopted by the Council of the City of Tulare at a regular meeting held on June 18, 2021, by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: ROB HUNT, CITY CLERK

By Roxanne Yoder, Chief Deputy

EXHIBIT "A"

The Tulare Improvement Program, Incorporated, Board of Directors, offers the following recommendations for the management and operation of activities associated with the Tulare Parking and Business Area during the 2021/22 fiscal year (July 1, 2021 - June 30, 2022):

- (1) Recommend no changes in boundaries or benefit zones.
- (2) Continue to work closely with city staff, in implementing the program of the Downtown Project Area, and to aggressively recruit new business to Downtown Tulare.
- (3) Continue to carefully track real estate opportunities and challenges, assisting and working with real estate professionals.
- (4) Continue to work with the city in efforts to control graffiti and other vandalism in the downtown.
- (5) Continue to support the Greater Tulare Chamber of Commerce, The Tulare Downtown Foundation, The Tower Square PBID Association, as well as other organizations and individuals, in their efforts to encourage growth in Downtown Tulare.
- (6) Continue to support efforts to market and develop attractions in the downtown, such as murals, Tower Square, Zumwalt Park activities and the beneficial activities produced by various other groups.

AGENDA ITEM: Gen Bus PW 2a

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

Submitting Department: Public Works

For Council Meeting of: June 15, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve the purchase of 41,870 square feet of real property on APN #172-040-079 located at the southeast corner of Nelder Grove Street and Alpine Avenue in the City of Tulare in the amount of \$67,410 from the Water Capital Fund for locating a City Water Storage Tank.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City owns approximately 13.42 acres of property at the southeast corner of Nelder Grove Street and Alpine Avenue identified as APN # 172-040-079, a portion of which was developed into a ponding basin leaving approximately 6.5 acres still undeveloped. As part of the City's Water Development program, an area consisting of approximately 42,000 square feet of the remaining undeveloped property was determined to be suitable for the site of a 2 million gallon water storage tank.

As a background to the original 13.42 acres of property:

December 2008 – The City entered into an Oversized Construction Reimbursement Agreement with Lennar Fresno Inc., which provided for acquisition of the park/pond property at \$53,310.19 per acre. Park DIF's were used for the purchase.

June 2014 – The City Council determined that a park was not needed for consistency with the 2035 General Plan and declared the property surplus.

On February 2, 2017, the Board of Public Utilities directed staff to initiate an evaluation of the undeveloped property for its suitability to be used as a water storage tank site, determine a suitable size for the storage tank site, and determine the value of the property required.

A Brokers Opinion of Value was prepared on March 20, 2017 by Craig Smith and Associates for the approximately 32,398 sq. ft. of property originally identified for the tank site. The estimated value was between \$65,000 and \$70,000. After the design was completed by Carollo Engineers, it was determined that the City actually needed 41,870 sq. ft. of property (identified herein) to accommodate the tank site and provide suitable access from Alpine Avenue to the site. In February 2018, an Appraisal Report was prepared by Hopper Company for the City of Tulare for the remaining 5.62 acres of land next to the existing ponding basin and subject tank site. The market value was given as \$395,000, which came out to \$1.61 per square foot. Based upon both the Appraisal Report and prior Brokers Opinion of Value, staff has valued the property required for the tank site and access road at \$67,410 (\$1.61 sq. foot).

The Alpine water storage tank project was completed in early fall of 2019 and staff has established that the property size and access road have met expectations and allow staff adequate access to the site. The Water Fund needs to compensate the other City funding source (Park DIF account) that were originally used to purchase the greater 13.42 acres for the property being conveyed to the Water Fund. This item was taken to the Board of Public Utilities at their regular meeting on June 3, 2021. The BPU approved the purchase price and now this item is being brought to the City Council for their acceptance and approval. The funding for the property acquisition will come from the Water Capital Fund.

STAFF RECOMMENDATION:

Approve the purchase of 41,870 square feet of real property on APN #172-040-079 located at the southeast corner of Nelder Grove Street and Alpine Avenue in the City of Tulare in the amount of \$67,410 from the Water Capital Fund for locating a City Water Storage Tank.

CITY ATTORNEY REVIEW/COMMENTS: Yes R N/A

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

FUNDING SOURCE/ACCOUNT NUMBER: N/A

Fund 610 – Water Capital Fund

Submitted by: Trisha Whitfield

Title: Public Works Director

Date: June 4, 2021

City Manager Approval: _____

S1/2 SEC.7, T.20S., R.25E., M.D.B.

