

Agri-Center of the World

City of Tulare

City Council

Agenda

Mayor

Dennis A. Mederos, District 4

Vice Mayor

Terry A. Sayre, District 2

Councilmembers

Jose Sigala, District 1

Stephen C. Harrell, District 3

Patrick Isherwood, District 5

Tulare Public Library & Council Chamber
491 North M Street, Tulare
www.tulare.ca.gov

Tuesday, July 12, 2022
6:00 p.m. – Special Meeting

Mission Statement

To promote a quality of life making Tulare the most desirable community in which to live, learn, play, work, worship and prosper.

Attending and Participating in Meetings

Regular Council Meetings are held on the first and third Tuesdays of each month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare. Additional meetings of the City Council may be called as needed.

Attend meetings in person or access the meeting live via YouTube. For those that wish to provide public comment while not physically in attendance, call **(559) 366-1849** during Citizen Comments and/or General Business items. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, please mute speakers if viewing the meeting via YouTube.

City of Tulare YouTube Channel:

https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos

Documents related to items on the agenda are accessible on the City's website at www.tulare.ca.gov and available for viewing at the entrance of the Council Chamber.



Rules for Addressing Council

- Members of the public may address the City Council only on matters listed on the agenda.
- If you wish to address Council, please complete one of the yellow speaker cards located at the entrance to the Council Chamber and provide to the Clerk.
- Persons wishing to address Council concerning an **agendized** item will be invited to address the Council during the time that Council is considering that particular agenda item. Persons wishing to address Council concerning a **non-agendized** issue will be invited to address Council during the Citizen Comments portion of the meeting.
- When invited by the Mayor to speak, please step up to the podium, state your name and city where you reside, and make your comments. Comments are limited to three minutes per speaker.

I. CALL TO ORDER SPECIAL MEETING – 6:00 p.m.

II. PLEDGE OF ALLEGIANCE AND INVOCATION

III. 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.

IV. 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. Council review and discussion regarding proposed revisions to Tulare Municipal Code Title 9, Chapter 9.48 – Traffic Standing, Stopping, Parking to allow for an exemption to large commercial vehicles under contract with the Tulare Police Department’s Tow Service Agreement or a Tow Service Agreement with any other public agency to park service vehicles in residential districts from 6:00 p.m. to 6:00 a.m. while in rotation for services under said Agreement. [Submitted by: T. Myers]
2. Review and accept the letter composed by the City Attorney to be sent to property owners who entered into a contract with the City upon the purchase of former Redevelopment Agency property and are now in violation with the terms of that contract. [Submitted by: M. Correa]
3. Approve and authorize the City Manager to execute the settlement agreement between the City of Tulare and Del Lago Place, LLC, Great Valley Builders, Inc., Hidden Oak Development Company, Inc., and International Fidelity Insurance Company. [Submitted by: M. Mondell]
4. Review and provide direction on possibly revising the Council Handbook of Rules and Procedures in regard formalizing the seating arrangement of Council and staff. [Submitted by: M. Mondell obo Mayor Mederos]

V. ADJOURN SPECIAL MEETING

Americans with Disabilities Act

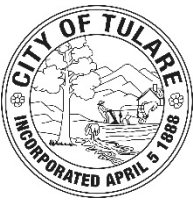
Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification from the City Clerk’s Office at (559) 684-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

AFFIDAVIT OF POSTING

State of California }
 County of Tulare } ss.
 City of Tulare }

I, Melissa Hermann, Chief Deputy City Clerk for the City of Tulare, hereby certify, under penalty of perjury, that I caused the posting of this agenda before 5:00 p.m. on Friday, July 8, 2022, at City Hall, 411 E. Kern Avenue, as well as on the City’s website.

POSTED BY: Melissa Hermann, Chief Deputy City Clerk



To: Mayor and City Council Members
From: Marc Mondell, City Manager
Subject: July 12, 2022 Special Agenda Memo
Date: July 8, 2022

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.

- I. CALL TO ORDER SPECIAL MEETING – 6:00 p.m.**
- II. PLEDGE OF ALLEGIANCE AND INVOCATION**
- III. 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.
- IV. 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. Council review and discussion regarding proposed revisions to Tulare Municipal Code Title 9, Chapter 9.48 – Traffic Standing, Stopping, Parking to allow for an exemption to large commercial vehicles under contract with the Tulare Police Department's Tow Service Agreement or a Tow Service Agreement with any other public agency to park service vehicles in residential districts from 6:00 p.m. to 6:00 a.m. while in rotation for services under said Agreement. [Submitted by: T. Myers] [Time Estimate: 6:15-6:45 p.m.]** On June 21, 2022, staff presented an item to City Council for discussion and direction to staff on the modification of the City's Municipal Code as it relates to the parking of large commercial vehicles in residentially zoned districts. Following discussion, Council voted unanimously to direct staff to return to Council with draft language to address the exemption for large commercial vehicles, specifically tow trucks, to park in residential areas while in rotation with the Tulare Police Department or other public agency under a Tow Service Agreement.

STAFF ANALYSIS:

Pursuant to California Vehicle Code section 260(a), a commercial vehicle is “a motor vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property.”

The California Department of Motor Vehicles groups commercial vehicles into four classifications:

- “A” – Light duty vehicle weight rating of at least 14,000 lbs. (7 tons)
- “B” – Medium Duty vehicle GVWR 26,000 lbs. (13 tons)
- “C” – Heavy Duty vehicle GVWR 52,000 lbs (26 tons)
- “D” – Super Heavy Duty vehicle GVWR 52,000 lbs (26 tons)

Tulare Municipal Code Section 9.48.120 – Commercial vehicle parking restrictions – applies to commercial vehicles of more than two-ton capacity commonly described as a truck, truck trailer, trailer, semi or tractor.

Section 9.48.120(C)(1)(a) states:

“It shall be unlawful for any person to leave, park or allow to be parked any commercial vehicle, whether attended or unattended, within any residential district. This prohibition shall apply regardless of whether the commercial vehicle is located on the Public Street, highway or alley, or on private property within the residential district.”

Section 9.48.060 allows for relief of the requirements of traffic standing, stopping and parking as follows:

“Exceptions—Emergency vehicles.

This chapter shall not apply to any vehicle of the Police or Fire Department or to vehicles of any regularly licensed physician when actually engaged in making professional calls.”

To address the parking exemption for tow trucks, staff offers the following amendment language to Chapter 9 of the Tulare Municipal Code.

§ 9.48.060 Exceptions—Emergency vehicles.

*This chapter shall not apply to any vehicle of the **Tulare Police or Fire Department, large commercial vehicles under contract with the Tulare Police Department’s Tow Service Agreement** or to vehicles of any regularly licensed physician when actually engaged in making professional calls. **Large commercial vehicles under contract with the Tulare Police Department’s Tow Service shall be allowed to park in residential areas from 6:00pm to 6:00am only and shall be parked in a manner so to not impede traffic line of sight or create a traffic hazard as determined by the Chief of Police in consultation with the City Engineer.***

Following Council review and discussion on the proposed amendment language, and upon further direction, staff will return to Council with a revised ordinance for a first reading after proper noticing requirements have been met. **Staff recommends Council review and discuss proposed revisions to Tulare Municipal Code Title 9, Chapter 9.48 – Traffic Standing, Stopping, Parking to allow for an exemption to large commercial vehicles under contract with the Tulare Police Department’s Tow Service Agreement or a Tow Service Agreement with any other public agency to**

park in residential districts from 6:00 p.m. to 6:00 a.m. while in rotation for services under said Agreement.

2. **Review and accept the letter composed by the City Attorney to be sent to property owners who entered into a contract with the City upon the purchase of former Redevelopment Agency property and are now in violation with the terms of that contract. [Submitted by: M. Correa] [Time Estimate: 6:45-7:05 p.m.]** In 2015, the City of Tulare's Long Range Property Management Plan (LRPMP) was approved which addresses the disposition and use of the real properties of the former redevelopment agency. The LRPMP included 27 properties of which five were dedicated to governmental use purposes (not for sale) and the remaining were to be sold.

From 2017 through 2018, the City Council approved the sale of the former redevelopment agency properties to various parties. As part of the Purchase and Sale Agreement, parties that purchased these properties agreed to develop the property within a certain amount of time. There are seven properties which required development and have now exceeded the time allowed in the agreement (see attached list). Pursuant to the agreement, if the owner doesn't comply by the date given, the City will provide 15 days notice to begin development and 60 days to complete. If they don't start in 15 days and complete within 60, then the City needs to comply with the following as stated in the agreement:

Should Buyer or property Owner fail to satisfy the requirements described in subsections (a) of this Section 23, Seller may, following the expiration of the Permit and Construction Period or the Construction Completion Period, require Buyer or property Owner to convey ownership of the Real Property back to Seller. In such case, Buyer or property Owner will, immediately upon Seller's demand: (i) execute a Grant Deed and all other documents required to restore title to Seller; (ii) pay all costs to restore title to Seller; (iii) take all action necessary to remove any liens and encumbrances recorded against the Real Property after the Closing and (iv) restore property to its original condition. Upon the Buyer or property Owner satisfying the previous conditions, Seller shall return purchase price listed in Section 2, to the Buyer or property Owner less usual and customary closing costs incurred in the sale.

The City Attorney has composed the attached letter for Council consideration to be sent to the owners of the seven properties. **Staff recommends Council accept the City Attorney's letter requiring each owner to make a presentation of the proposed project for their property to Council in an open session and request an extension.**

3. **Approve and authorize the City Manager to execute the settlement agreement between the City of Tulare and Del Lago Place, LLC, Great Valley Builders, Inc., Hidden Oak Development Company, Inc., and International Fidelity Insurance Company. [Submitted by: M. Mondell] [Time Estimate: 7:05-7:25 p.m.]** The City of Tulare (City) entered into a subdivision improvement agreement in 2008 for the Bella Oaks subdivision with Great Valley Builders, Inc. and Hidden Oak Development

Company, Inc. (Developer). The City also entered into a subdivision improvement agreement in 2010 for the Tesori subdivision with Del Lago Place, LLC (Developer). The Developers were required by the agreements to complete all necessary subdivision improvements which were secured by performance bonds through the International Fidelity Insurance Company (Insurer).

For various reasons, some of the work associated with each subdivision was not completed. The Del Lago Place, LLC agreement was amended and extended several times over the years. In 2019, the City provided the Developer a list of incomplete items, and in 2020, the City declared the Developer in default and made a claim against the performance bond. Litigation ensued resulting in court ordered mediation, the outcome of which is the proposed settlement agreement.

Under the agreement, the Developer will remit payment of \$1,300,000 to the City along with available construction plans for the incomplete work. In exchange, the City will assume responsibility for completing the list of incomplete work identified by the City in 2019 associated with the Tesori and Bella Oaks subdivisions, will release the performance bond, and deem any outstanding code enforcement citations resolved. The subdivision agreements will terminate and the Developers and Insurer will be released from performance except for any latent defects related to work already completed.

Given that the City and its citizens, and more specifically the residents of the subdivisions, have had to endure the remnants of incomplete work for many years, it is management's opinion that the settlement agreement represents a positive resolution of these matters. Should City Council approve the agreement, management will proceed with investigating the work that is to be completed and bring back to Council at a later date the estimated costs and timeline for completing the work. **Staff recommends Council approve and authorize the City Manager to execute the Settlement Agreement between the City of Tulare and Del Lago Place, LLC, Great Valley Builders, Inc., Hidden Oak Development Company, Inc., and International Fidelity Insurance Company.**

4. **Review and provide direction on possibly revising the Council Handbook of Rules and Procedures in regard formalizing the seating arrangement of Council and staff. [Submitted by: M. Mondell obo Mayor Mederos] [Time Estimate: 7:25-7:40 p.m.]** California Government Code 36813 provides that the Council may establish rules for the conduct of its proceedings. On February 16, 2010, the Tulare City Council approved a Handbook of Rules and Procedures (Handbook), which sets forth rules and procedures of the general powers and duties of Council, meetings, decorum as well as procedural and administrative rules, that may be useful to the City Council, administrative staff, and the general public. The most recent update was on August 21, 2018.

The attached correspondence was received by Mayor Mederos in regard to possibly revising the Handbook. The suggested revision would formalize the seating arrangement of Council and staff. According to Chapter 1, Section K and Chapter 4, Section A of the Handbook, Council may amend the rules from time to time, or adopt

new rules as it deems necessary. Amendment to or adoption of new City Council rules and procedures shall be accomplished by a majority vote.

If Council chooses to move forward with this proposal, staff will revise the Handbook and bring back a resolution for formal adoption at the next Council meeting. **Staff recommends Council review and provide direction on possibly revising the Council Handbook of Rules and Procedures in regard formalizing the seating arrangement of Council and staff.**

V. ADJOURN SPECIAL MEETING

AGENDA ITEM: General Business 1

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Attorney/Community & Economic Development

For Council Meeting of: July 12, 2022

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Council review and discussion regarding proposed revisions to Tulare Municipal Code Title 9, Chapter 9.48 – Traffic Standing, Stopping, Parking to allow for an exemption to large commercial vehicles under contract with the Tulare Police Department’s Tow Service Agreement or a Tow Service Agreement with any other public agency to park service vehicles in residential districts from 6:00 p.m. to 6:00 a.m. while in rotation for services under said Agreement.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On June 21, 2022, staff presented an item to City Council for discussion and direction to staff on the modification of the City’s Municipal Code as it relates to the parking of large commercial vehicles in residentially zoned districts. Following discussion, Council voted unanimously to direct staff to return to Council with draft language to address the exemption for large commercial vehicles, specifically tow trucks, to park in residential areas while in rotation with the Tulare Police Department or other public agency under a Tow Service Agreement.

STAFF ANALYSIS:

Pursuant to California Vehicle Code section 260(a), a commercial vehicle is “a motor vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property.”

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Following Council review and discussion on the proposed amendment language, and upon further direction, staff will return to Council with a revised ordinance for a first reading after proper noticing requirements have been met.

STAFF RECOMMENDATION:

Council review and discussion regarding proposed revisions to Tulare Municipal Code Title 9, Chapter 9.48 – Traffic Standing, Stopping, Parking to allow for an exemption to large commercial vehicles under contract with the Tulare Police Department’s Tow Service Agreement or a Tow Service Agreement with any other public agency to park in residential districts from 6:00 p.m. to 6:00 a.m. while in rotation for services under said Agreement.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Traci Myers

Title: Community and Economic Development Director

Date: July 1, 2022

City Manager Approval: _____

AGENDA ITEM: General Business 2

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Office of Safety, Compliance and Facilities

For Council Meeting of: July 12, 2022

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Review and accept the letter composed by the City Attorney to be sent to property owners who entered into a contract with the City upon the purchase of former Redevelopment Agency property and are now in violation with the terms of that contract.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

In 2015, the City of Tulare’s Long Range Property Management Plan (LRPMP) was approved which addresses the disposition and use of the real properties of the former redevelopment agency. The LRPMP included 27 properties of which five were dedicated to governmental use purposes (not for sale) and the remaining were to be sold.

From 2017 through 2018, the City Council approved the sale of the former redevelopment agency properties to various parties. As part of the Purchase and Sale Agreement, parties that purchased these properties agreed to develop the property within a certain amount of time. There are seven properties which required development and have now exceeded the time allowed in the agreement (see attached list). Pursuant to the agreement, if the owner doesn’t comply by the date given, the City will provide 15 days notice to begin development and 60 days to complete. If they don’t start in 15 days and complete within 60, then the City needs to comply with the following as stated in the agreement:

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The City Attorney has composed the attached letter for Council consideration to be sent to the owners of the seven properties.

STAFF RECOMMENDATION:

Accept the City Attorney’s letter requiring each owner to make a presentation of the proposed project for their property to Council in an open session and request an extension.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Manny Correa

Title: Office of Safety, Compliance and Facilities Officer

Date: July 5, 2022

City Manager Approval: _____



Luke V. Stempniak

*A Professional Corporation
†Of Counsel

ATTORNEYS
A California Limited Liability Partnership including Professional Corporations

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HANFORD, CA 93230

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Facsimile: (559) 421-2065
dodd@griswoldlasalle.com

July 8, 2022

Lyman D. Griswold
(1914-2000)

Michael E. LaSalle
(Retired)

Steven W. Cobb
(1947-1993)

Jim D. Lee
(Retired)

VIA CERTIFIED MAIL

☐
☐
☐

Re: [ADDRESS] – Purchase and Sale Agreement Breach

Dear []:

Our office represents the City of Tulare and has been advised by the City that you are in breach of the above referenced agreement due to the lack of development of the Property by the required deadline under Section 24(a) of the enclosed Agreement.

Since there is a breach, the Agreement allows the City to regain ownership of the Property under Section 27 of the Agreement. The City Council of the City of Tulare will hold a hearing on ___ to determine whether an extension of the development requirement in the Agreement is warranted. If the City determines an extension is not warranted, it will send a notice as described in Section 27 of the Agreement. After the time period prescribed in Section 27 has passed, the City will take action to regain possession and ownership of the Property.

You, or a representative, are encouraged to attend this hearing to provide input on the status of the development. Please do not hesitate to contact our office if you have any questions.

Sincerely,

GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP

By: _____
MEGAN N. DODD

Enclosure
MND\sv

AGENDA ITEM: General Business 3

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager

For Council Meeting of: July 12, 2022

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Approve and authorize the City Manager to execute the settlement agreement between the City of Tulare and Del Lago Place, LLC, Great Valley Builders, Inc., Hidden Oak Development Company, Inc., and International Fidelity Insurance Company.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The City of Tulare (City) entered into a subdivision improvement agreement in 2008 for the Bella Oaks subdivision with Great Valley Builders, Inc. and Hidden Oak Development Company, Inc. (Developer). The City also entered into a subdivision improvement agreement in 2010 for the Tesori subdivision with Del Lago Place, LLC (Developer). The Developers were required by the agreements to complete all necessary subdivision improvements which were secured by performance bonds through the International Fidelity Insurance Company (Insurer).

For various reasons, some of the work associated with each subdivision was not completed. The Del Lago Place, LLC agreement was amended and extended several times over the years. In 2019, the City provided the Developer a list of incomplete items, and in 2020, the City declared the Developer in default and made a claim against the performance bond. Litigation ensued resulting in court ordered mediation, the outcome of which is the proposed settlement agreement.

Under the agreement, the Developer will remit payment of \$1,300,000 to the City along with available construction plans for the incomplete work. In exchange, the City will assume responsibility for completing the list of incomplete work identified by the City in 2019 associated with the Tesori and Bella Oaks subdivisions, will release the performance bond, and deem any outstanding code enforcement citations resolved. The subdivision agreements will terminate and the Developers and Insurer will be released from performance except for any latent defects related to work already completed.

Given that the City and its citizens, and more specifically the residents of the subdivisions, have had to endure the remnants of incomplete work for many years, it is management's opinion that the settlement agreement represents a positive resolution of these matters. Should City Council approve the agreement, management will proceed with investigating the work that is to be completed and bring back to Council at a later date the estimated costs and timeline for completing the work.

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute the Settlement Agreement between the City of Tulare and Del Lago Place, LLC, Great Valley Builders, Inc., Hidden Oak Development Company, Inc., and International Fidelity Insurance Company.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

This agreement has been negotiated and approved as to legal form by Mandy Jeffcoach, Attorney with the law firm of Whitney, Thompson & Jeffcoach working under contract with the City of Tulare.

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

It is anticipated that the \$1,300,000 in funds to be provided by the Developer will cover most of the costs associated with the incomplete work. However, additional funds may be required to complete all of the work and therefore related costs and potential funding sources will be identified in the future. Once the work is completed related maintenance costs will be included in the associated lighting and landscaping districts.

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Marc Mondell

Title: City Manager

Date: July 12, 2022

City Manager Approval: _____

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Agreement”) is made and entered into by and between CITY OF TULARE (“City of Tulare”) on the one hand, and DEL LAGO PLACE, LLC (“DLP”), GREAT VALLEY BUILDERS, INC. (“GVB”), and HIDDEN OAK DEVELOPMENT COMPANY, INC. (“HODC”), and INTERNATIONAL FIDELITY INSURANCE COMPANY (“IFIC”), on the other hand. The aforementioned individuals and entities are collectively referred to as the “Parties” or individually as “Party.”

RECITALS

A. WHEREAS, this Agreement and the claims released herein involve two subdivisions: (1) a 45-lot subdivision known as “Tesori,” located in Tulare, California (the “Project”); and (2) a 20-lot subdivision known as “Bella Oaks,” located in Tulare, California (the “Bella Oaks Project”).

B. WHEREAS, the City of Tulare and GVB and HODC entered into an Agreement and Undertaking for Installation and Construction of Subdivision Improvements on or about May 1, 2008 (the “Bella Oaks Agreement”) which was done as part of the City Council for the City of Tulare accepting the final subdivision map for the Bella Oaks Project which was filed with the Tulare County Recorder’s Office on June 2, 2008. The Bella Oaks Agreement was recorded on June 17, 2008.

C. WHEREAS, the Bella Oaks Agreement called for GVB and HODC to furnish a performance bond (the “Bella Oaks Performance Bond”), a payment bond (the “Bella Oaks Payment Bond”), and, upon completion, a maintenance Bond (the “Bella Oaks Maintenance Bond”).

D. WHEREAS, the Bella Oaks Agreement called for the City of Tulare, GVB, and HODC to enter into an oversized improvement reimbursement agreement related to the installation of certain public improvements (the “Bella Oaks Reimbursement Agreement”).

E. WHEREAS, over the course of a number of years, GVB and HODC were granted extensions, formally or informally, which extended the deadlines for GVB and HODC’s performance under the Bella Oaks Agreement (the “Bella Oaks Extensions”).

F. WHEREAS, the City of Tulare and DLP entered into an Agreement and Undertaking for Installation and Construction of Subdivision Improvements on or about September 1, 2010 (the “Original Subdivision Agreement”) which was done as part of the City Council for the City of Tulare accepting the final map for the Subdivision Map of Tesori which was filed with the Tulare County Recorder’s Office on October 5, 2010. The Original Subdivision Agreement was recorded on September 16, 2010.

G. WHEREAS, the City of Tulare and DLP entered into an Agreement and Undertaking for Installation and Construction of Required Subdivision Improvements on or about November 6, 2013 (the “Resubdivision Agreement”) which superseded the Original Subdivision

Agreement and was done as part of the City Council for the City of Tulare accepting the final map for the Tesori Resubdivision which was filed with the Tulare County Recorder's Office on December 11, 2013. The Resubdivision Agreement was recorded on November 7, 2013.

H. WHEREAS, the City of Tulare and DLP entered into an Amendment to Agreement and Undertaking for Installation and Construction of Required Subdivision Improvements on or about November 13, 2014 (the "2014 Resubdivision Agreement Amendment") which modified certain terms of the Resubdivision Agreement. The 2014 Resubdivision Agreement Amendment was recorded on November 18, 2014.

I. WHEREAS, over the course of a number of years, DLP was granted extensions of the City of Tulare City Council which extended the deadlines for DLP's performance under the Resubdivision Agreement, including the 2014 Resubdivision Agreement Amendment (the "Extensions").

J. WHEREAS, the City of Tulare and DLP entered into an Oversized Reimbursement Agreement effective as of September 28, 2018 (the "Oversize Reimbursement Agreement") which provided that the City of Tulare would reimburse DLP for certain public improvements at the intersection of Mooney Boulevard (State Route 63) and Bella Oaks Drive.

K. WHEREAS, on November 7, 2019, DLP executed and notarized an "Amended Subdivision Agreement Final Map of Resubdivision of Tesori" (the "2019 Resubdivision Agreement Amendment") which modified certain terms of the Resubdivision Agreement and the 2014 Resubdivision Agreement Amendment. In connection with its execution of the 2019 Resubdivision Agreement Amendment, DLP secured an increased performance bond through IFIC. The City of Tulare accepted the 2019 Resubdivision Agreement Amendment but did not formally execute the 2019 Resubdivision Agreement Amendment.

L. WHEREAS, in or about November of 2019, the City of Tulare provided a list of several items the City of Tulare contended remained uncompleted under the Resubdivision Agreement, as amended. A true and correct copy of the November 2019 List is attached hereto as Exhibit "A".

M. WHEREAS, on October 20, 2020, the City Council voted to declare DLP in default of DLP's obligations under the Resubdivision Agreement, as amended. On October 21, 2020, the City of Tulare issued a 5-day notice to cure. On October 28, 2020, the City of Tulare declared DLP in default and made a claim on DLP's performance bond, IFIC Bond No. 0480435 (the "Performance Bond").

N. WHEREAS, on January 19, 2021, DLP filed a Verified Petition for Writ of Mandate in Tulare County Superior Court as Case No. VCU285610, alleging that the City of Tulare had abused its discretion to refuse an extension of time for DLP to complete the Tesori subdivision improvements (the "Writ"), which was subsequently voluntarily dismissed by DLP.

O. WHEREAS, the City of Tulare filed a Complaint on May 6, 2021 in Tulare County Superior Court as Case No. VCU286863 (the "Civil Action"), alleging that DLP failed to perform its obligations under the Amended Subdivision Agreement and sought to recover damages for (1) DLP's for alleged breach of the Resubdivision Agreement, as amended, and related torts (the

“Resubdivision Agreement Damages”); (2) DLP’s alleged breach of a water service contract (the “Water Bills Damages”); and (3) the penal sum of the Performance Bond from IFIC based upon DLP’s alleged breach of the Resubdivision Agreement (the “Performance Bond Damages”). Collectively, the City of Tulare’s claims asserted in Case No. VCU286863, including but not limited to those seeking the Resubdivision Agreement Damages, the Water Bills Damages, and the Performance Bond Damages, are collectively referred to as the “Civil Action Claims”).

P. WHEREAS, DLP and IFIC deny the allegations of the Complaint and contend, among other things, that DLP has fully performed and that any delays were the result of the actions or inaction of the City of Tulare (the “Defenses”).

Q. WHEREAS, in connection with the Civil Action, the City of Tulare filed a motion to compel discovery responses from DLP. The Court granted the City of Tulare’s motion and ordered DLP to pay sanctions in the amount of \$2,100.00 (the “Sanctions”).

R. WHEREAS, in connection with the Project, the City of Tulare issued several code enforcement citations, including but not limited to, Case Nos. CEV-22-09359, CEV-22-09360, CEV-22-09361, CEV-22-09362, CEV-22-09363, CEV-22-09364, CEV-22-09365, CEV-22-09366, CEV-22-09367, CEV-22-09396, CEV-22-09438, CEV-22-09442, CEV-22-09446, CEV-22-09449, CEV-22-09455, CEV-22-09456, CEV-22-09457, CEV-22-09458, CEV-22-09459, CEV-22-09460. All code enforcement citations issued in connection with the Project, including but not limited to the foregoing, are collectively referred to as the “Citations.” DLP denies it is liable for the Citations, or any of them.

O. WHEREAS, the Parties desire to settle, release, compromise and forever discharge (1) any and all claims between or among them, arising from or related to the Bella Oaks Project, the Bella Oaks Agreement, the Bella Oaks Performance Bond, the Bella Oaks Payment Bond, the Bella Oaks Maintenance Bond, the Bella Oaks Reimbursement Agreement, the Bella Oaks Extensions, the Project, the Original Subdivision Agreement, Resubdivision Agreement, 2014 Resubdivision Agreement Amendment, the Extensions, the Oversize Reimbursement Agreement, 2019 Resubdivision Agreement Amendment, November 2019 List, the Performance Bond, the Citations, or the Civil Action Claims; and (2) any and all claims alleged, or which could have been alleged, by any of the Parties in the Writ or the Civil Action, including the Defenses and the Sanctions.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

SETTLEMENT TERMS

1. Dismissal of Superior Court Action

- (a)** Upon (1) successful negotiation of payment by DLP as provided in Section 2(a) and execution of the agreements attached hereto, the City of Tulare shall file a request for dismissal in the Civil Action, requesting dismissal of the entire action of all parties and all causes of action with prejudice, with

each party bearing its own attorney's fees and costs.

2. Payment and Consideration

- (a) Within 45 days of the Effective Date (defined herein), DLP agrees to pay to the City of Tulare the total sum of One Million Three Hundred Thousand Dollars and no/100 (\$1,300,000.00) by cashier's check made payable to the City of Tulare and delivered to the City of Tulare, Attn: Marc Mondell.
- (b) As consideration of the City of Tulare deeming the Code Enforcement citations resolved, DLP hereby agrees to provide both hard copies and electronic format all drawings related to the Mooney improvements, including both overhead and underground utilities.

3. Termination of Agreements and Release of Responsibility of Performance

- (a) As set forth in the Recitals of this Agreement, The City of Tulare and DLP entered into a series of agreements as noted below related to the Project:
 - (i) The Original Subdivision Agreement, which was recorded as Doc. No. 2010-0057035;
 - (ii) The Resubdivision Agreement, which was recorded as Doc. No. 2013-0072845;
 - (iii) The 2014 Resubdivision Agreement Amendment, which was recorded as Doc. No. 2014-0061828;
 - (iv) The Extensions;
 - (v) The Oversize Reimbursement Agreement; and
 - (vi) The 2019 Resubdivision Agreement Amendment;

Separate from the Project, the City of Tulare and GVB and HODC entered into the Bella Oaks Agreement related to the Bella Oaks Project.

Collectively, the Original Subdivision Agreement, the Resubdivision Agreement, the 2014 Resubdivision Agreement Amendment, the Extensions, the Oversize Reimbursement Agreement, and the 2019 Resubdivision Agreement Amendment are collectively referred to as the "Project Agreements."

- (b) The City of Tulare and DLP agree that, upon the successful negotiation of payment by DLP as provided in Section 2(a), the Project Agreements are terminated and will be of no further force and effect. No Party shall have any liability to any other Party as a result of the termination of the Project Agreements.
- (c) Upon the successful negotiation of payment by DLP as provided in Section

2(a), the City of Tulare accepts all public improvements related to the Project. Nothing in this Agreement shall be construed to relieve DLP of liability for latent defects in DLP's work currently unknown to the City of Tulare and not reasonably discoverable through reasonable diligence. The Parties acknowledge and agree that DLP and IFIC are not responsible for, and shall have no liability for, missing or incomplete improvements as of the Effective Date except as to latent defects in work actually performed by DLP, its agents, subcontractors and/or anyone hired by it which are unknown to the City of Tulare (the "Incomplete Public Improvements"). Nothing in this Agreement shall be construed to relieve DLP of liability for third-party claims arising from work performed by DLP; nor shall anything in this Agreement be construed to deprive DLP of any defenses to said third-party claims which would otherwise be available to DLP.

- (d) The Parties acknowledge and agree that nothing in this Agreement shall affect, or be construed to affect, the validity of the final map of the Resubdivision of Tesori. The final map of the Resubdivision of Tesori shall continue in full force and effect, save and except for the "Incomplete Public Improvements."
 - (i) The City of Tulare, has all the rights, duties and obligations that DLP had and/or possesses with respect to the Project including under the final map of the Resubdivision of Tesori and, in its sole and complete discretion, may choose to complete the Incomplete Public Improvements, but shall have no obligation to do so.
 - (ii) Neither DLP nor IFIC shall have any liability for the Incomplete Public Improvements except as to DLP for any latent defects in work actually performed by DLP, its agents, subcontractors and/or anyone hired by it which are unknown to the City of Tulare.
 - (iii) DLP shall have no liability for work undertaken by the City of Tulare to complete the Incomplete Public Improvements, except as to any latent defects in work actually performed by DLP, its agents, subcontractors and/or anyone hired by it that may be discovered.
- (e) The Parties acknowledge and agree that the City of Tulare is not responsible for any latent defects and/or missing improvements within the Project which were not the result of work performed by DLP or any of its agents.
- (f) The Parties further acknowledge and agree that the City of Tulare is not responsible for, and has no obligations concerning, the litigation that is currently pending between the Tesori Homeowners' Association and certain Tesori residents.
- (g) DLP acknowledges and agrees that, upon termination of the Oversize Reimbursement Agreement, DLP will have no right to seek reimbursement

for any work which would have been reimbursable under the Oversize Reimbursement Agreement. DLP expressly waives any right to seek reimbursement under the Oversize Reimbursement Agreement as of the Effective Date.

- (h) The Parties acknowledge and agree that the statute of limitations with respect to the Bella Oaks Agreement has expired. The Parties further acknowledge and agree that the statute of repose with respect to the public improvements for the Bella Oaks Project has expired.

4. Performance of Outstanding Obligations of Items in Dispute

As noted in Exhibit “A” hereto, the City of Tulare identified a number of items that it contended needed to be completed with respect to DLP’s obligations under the Project Agreements. As set forth in Section 3(d)(i), the Parties acknowledge and agree that the City of Tulare, has all the rights, duties and obligations that DLP had and/or possesses with respect to the Project including under the final map of the Resubdivision of Tesori and, in its sole and complete discretion, may choose to complete the Incomplete Public Improvements, but shall have no obligation to do so. The Parties intend the term “Incomplete Public Improvements,” as used in this Agreement, to include all public improvements identified in Exhibit “A” hereto. Accordingly, the Parties acknowledge and agree that the City of Tulare has all rights and obligations that DLP would have otherwise had necessary for the completion of the items noted in Exhibit “A”.

5. Release of the Performance Bond

- (a) Upon the successful negotiation of payment by DLP as provided in Section 2(a), the City of Tulare hereby releases IFIC Bond No. 0480435 and any extensions thereto.
- (b) The City of Tulare hereby releases the Bella Oaks Performance Bond and any extensions thereto.

6. Release of the Payment Bond

- (a) Upon the successful negotiation of payment by DLP as provided in Section 2(a), the City of Tulare hereby releases IFIC Bond No. 0480435 and any extensions thereto. The City of Tulare further releases any other payment bond furnished by DLP in connection with the Project.
- (b) The City of Tulare hereby releases the Bella Oaks Payment Bond and any extensions thereto.

7. Waiver of Maintenance Bond

- (a) The City of Tulare waives any requirement or demand that DLP furnish a maintenance bond in connection with the Project.
- (b) The City of Tulare waives any requirement or demand that GVB or HODC furnish a maintenance bond in connection with the Bella Oaks Project. The

City of Tulare releases the Bella Oaks Maintenance Bond to the extent such a bond has been furnished.

8. Mutual General Release of All Claims. Except for the obligations created by or acknowledged in this Agreement, and the exceptions noted herein, the Parties, on behalf of themselves and their respective heirs, assigns, executors, administrators, successors, legatees, representatives, contractors, elected officials, unelected officials, councils, committees, shareholders, members, managers, owners, officers, directors, boards, employees, attorneys, insurers, indemnitors, agents, parents, subsidiaries, divisions, operations, licensees, and affiliates, fully release each other, and each other's heirs, assigns, executors, administrators, successors, legatees, representatives, contractors, elected officials, unelected officials, councils, committees, shareholders, members, managers, owners, officers, directors, boards, employees, attorneys, insurers, indemnitors (including but not limited to IFIC), agents, parents, subsidiaries, divisions, operations, licensees, and affiliates, (the "Releasees"), from all claims, demands, fees, costs, monies, liens, interests, debts, causes of action, judgments, settlements and damages of any kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, from the beginning of time until the date of the execution of this Agreement, including, but not limited to (1) claims, fees, costs, monies, demands, liens, interests, debts, claims, causes of action, judgments, settlements and damages arising from or related to the Bella Oaks Project, the Bella Oaks Agreement, the Bella Oaks Performance Bond, the Bella Oaks Payment Bond, the Bella Oaks Maintenance Bond, the Bella Oaks Reimbursement Agreement, the Bella Oaks Extensions, the Project, the Original Subdivision Agreement, Resubdivision Agreement, 2014 Resubdivision Agreement Amendment, the Extensions, the Oversize Reimbursement Agreement, 2019 Resubdivision Agreement Amendment, November 2019 List, the Performance Bond, the Citations, or the Civil Action Claims; and (2) any and all claims alleged, or which could have been alleged, by any of the Parties in the Writ or the Civil Action, including the Defenses and the Sanctions.

9. Waiver of Unknown Claims. The Parties acknowledge that they may hereafter discover facts different from, or in addition to, what they know or believe to be true with respect to the matters herein released, and agree that the Mutual General Release set forth in Section 8 above shall be and remain in effect in all aspects as a complete and general release as to the matters released, notwithstanding any such difference or additional facts. The Parties acknowledge that they have been informed of Section 1542 of the Civil Code of the State of California, and do hereby expressly waive and relinquish all rights and benefits which they may have under Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties WAIVE the provisions of Section 1542 of the California Civil Code or any similar statutes, laws, or principles of any jurisdiction which may apply to this Agreement, excepting any latent defects in work actually performed by DLP its agents, subcontractors and/or anyone hired by it concerning the Project which could not reasonably be discovered.

10. Jurisdiction and Venue. The validity, construction, interpretation and enforcement of this Agreement and its terms and provisions shall be governed by the laws of the State of California. The parties further agree that the Superior Court for the County of Tulare, State of California shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.

11. Severability. Should any provision of this Agreement require interpretation or construction, the Parties agree that the presumption that a document or agreement is to be interpreted or construed more strictly against the Party who or which prepared such document or agreement, shall not apply. Should any provision of this Agreement be declared or determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions shall not be affected.

12. No Admission of Liability, Res Judicata or Estoppel. This Agreement contains a release of disputed claims. It is understood by all Parties that this Agreement does not constitute an admission of liability, but is entered into solely as and for a compromise settlement of such disputed claims. The Parties also agree that nothing in this Agreement shall be used for any purpose other than the limited disclosure for remedy of breach of this Agreement.

13. No Other Claims. The Parties represent that no other suit, claim, or proceeding has been commenced against the other(s) regarding the any of the claims released herein, and that no causes of action or claims released herein have been assigned to any other individual or entity. If any such suit, claim, or proceeding is discovered, the offending Party, at its sole expense, shall take whatever steps are necessary to resolve the same without any ramifications on the other Parties, and without any cost or action required on the part of the other Parties, to this Agreement.

14. Representations And Warranties. The Parties represent and warrant to each other that this Agreement is made by each of them in reliance upon the following:

- (a) That the claims of the Parties and any causes of action or the proceeds thereof that are the subject of this Agreement have not previously been transferred, assigned, or quitclaimed to any person or entity not a party to this Agreement, and no other person or entity has or claims any interest therein or thereto.
- (b) Each Party to this Agreement is legally competent to execute this Agreement and accepts fully the responsibility therefor.
- (c) That no Party is aware of any latent defect and/or any environmental issue impacting the Project.
- (d) The representations, warranties, and covenants of the Parties shall remain in full force and effect and shall survive the payment of the settlement proceeds and the dismissals described herein.

15. No Assignment and No Third-Party Beneficiary. Each of the Parties hereto represents and warrants that it has the power and authority to enter into this Agreement and has not assigned or otherwise conveyed, or attempted to convey, any rights released or obligations set forth herein, unless otherwise stated in this Agreement. Likewise, the Parties agree that—except for certain

sureties, including any other performance bond surety for the Project, any payment bond surety for the Project, the surety for the Bella Oaks Performance Bond, the surety for the Bella Oaks Payment Bond, and the surety for the Bella Oaks Maintenance Bond—there are no third-party beneficiaries to which this Agreement extends.

16. Further Assurances and Covenant of Good Faith Cooperation. The Parties covenant to, upon the reasonable request by any Party, at any time and from time to time, cooperate reasonably with each other and to take all such further actions, including without limitation the execution and filing of additional instruments or documents, as may be reasonably necessary to carry out the intent, purposes and terms of this Agreement.

17. No Oral Modification; No Waiver. The Parties expressly understand, acknowledge and agree that this Agreement may be modified or rescinded only by a writing signed by each of the Parties hereto or their duly authorized agents. Moreover, the failure of a Party to this Agreement to exercise any right or remedy provided by the Agreement or by law shall not be a waiver of any obligation or right of the Parties, or of any similar default, nor shall it constitute a modification of this Agreement.

18. Fully Integrated Agreement. This Agreement constitutes the entire integrated agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between them. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation.

19. Attorneys' Fees and Costs Recoverable. If suit, claim, or proceeding is commenced by any Party hereto concerning this Agreement, or to recover damages for the breach of any of the terms or provisions hereunder, or to enforce any such term or provision or otherwise concerning the rights, duties or obligations of any Party hereunder, the prevailing party in any such suit, claim, or proceeding, in addition to such other relief as may be granted, shall be entitled to any and all attorneys' fees and costs incurred in connection therewith, which shall be fixed in such suit, claim or proceeding, or in a separate claim brought for that purpose.

20. Counterparts. Copies of this Agreement and attachments may be signed as counterparts by one or more Parties hereto and shall have the same force and effect as if an original single document had been signed by all Parties.

21. Section Headings. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

22. Parties to Bear Their Own Costs. Except as provided in Section 19, each Party hereto will bear their own costs and attorneys' fees incurred in connection with the Project, the claims released herein, the negotiation of this Agreement, and the performance of this Agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, HAVE DISCUSSED THE CONTENTS WITH THEIR RESPECTIVE COUNSEL, OR HAVE HAD THE OPPORTUNITY TO DISCUSS THE CONTENTS

WITH THEIR RESPECTIVE COUNSEL, AND FULLY UNDERSTAND THE TERMS OF THE SETTLEMENT AGREEMENT, AND ASSENT TO ITS TERMS AND PROVISIONS.

DATED: June ___, 2022

CITY OF TULARE

By: _____
Name: _____
Title: _____

DATED: June ___, 2022

DEL LAGO PLACE, LLC

By: _____
Name: _____
Title: _____

DATED: June ___, 2022

GREAT VALLEY BUILDERS, INC.

By: _____
Name: _____
Title: _____

DATED: June ___, 2022

HIDDEN OAK DEVELOPMENT COMPANY, INC.

By: _____
Name: _____
Title: _____

DATED: June ___, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: _____
Name: _____
Title: _____

AGENDA ITEM: General Business 4

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager

For Council Meeting of: July 12, 2022

Documents Attached: Ordinance Resolution Other None

AGENDA ITEM:

Review and provide direction on possibly revising the Council Handbook of Rules and Procedures in regard formalizing the seating arrangement of Council and staff.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

California Government Code 36813 provides that the Council may establish rules for the conduct of its proceedings. On February 16, 2010, the Tulare City Council approved a Handbook of Rules and Procedures (Handbook), which sets forth rules and procedures of the general powers and duties of Council, meetings, decorum as well as procedural and administrative rules, that may be useful to the City Council, administrative staff, and the general public. The most recent update was on August 21, 2018.

The attached correspondence was received by Mayor Mederos in regard to possibly revising the Handbook. The suggested revision would formalize the seating arrangement of Council and staff. According to Chapter 1, Section K and Chapter 4, Section A of the Handbook, Council may amend the rules from time to time, or adopt new rules as it deems necessary. Amendment to or adoption of new City Council rules and procedures shall be accomplished by a majority vote.

If Council chooses to move forward with this proposal, staff will revise the Handbook and bring back a resolution for formal adoption at the next Council meeting.

STAFF RECOMMENDATION:

Review and provide direction on possibly revising the Council Handbook of Rules and Procedures in regard formalizing the seating arrangement of Council and staff.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

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

FUNDING SOURCE/ACCOUNT NUMBER:

N/A

Submitted by: Marc Mondell

Title: City Manager

Date: July 1, 2022

City Manager Approval: _____



Dennis A. Mederos, Mayor

MEMO

**TO: Marc Mondell, Tulare City Manager
Melissa Hermann, Chief Deputy City Clerk**

DATE: June 29, 2022

It is proposed by the undersigned that the City Council of the City of Tulare Handbook of Rules and Procedures (“Rules and Procedures”), which was last adopted by resolution 18-46 on August 21, 2018, be amended pursuant to Chapter 1, Section K and Chapter 4, Section A of said Rules and Procedures.

The reason for this change is to formalize the seating arrangement of Council and City Staff enabling each party to be positioned to best conduct the City Council meetings in accordance with these Rules and Procedures.

In that Regard, the request herein is to revise Section C. to Chapter 4 (“Procedural Rules”) on Page 19 which shall, upon adoption, read as indicated in the attached.

Dennis A. Mederos
Mayor of the City of Tulare

reconsideration is allowed by a member of Council that voted as part of the majority of the original motion. The motion may be seconded by any member of Council. If the motion to reconsider passes, then a member of Council may make a new motion related to the same item.

C. COUNCIL DAIS

The City Council seating area, most commonly referred to as the Council Dais, is restricted to Council and City Staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council and made part of the record.

The Council Dais currently consists of a half-circle (180°) seating arrangement which shall be as follows:

1. Seating for City Council, City Manager and City Attorney

The Council, City Manager and City Attorney shall occupy the seven (7) seats in the middle of the City Council Dais. Seating in the seven (7) seats shall be (facing the audience); the City Attorney near the City Clerk on the far left; the City Manager on the far right; the Mayor in the middle; the Vice Mayor to the left of the Mayor and the immediate past Mayor to the right of the Mayor. The seating of the remaining two (2) Council Members shall be as agreed between them and, if not agreed upon, as designated by the Mayor. In the event the out-going Mayor is not continuing as a Council Member, that seat shall be occupied as agreed upon by said Council Members and if not agreed upon, as designated by the Mayor.

2. Seating for City Staff

All other seating on the Council Dais for City Staff shall be as designated by the City Manager.