

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, January 17, 2023
6:00 p.m. – Special Meeting
7:00 p.m. – Regular 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 the month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare, subject to cancellation. 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 Public Comments and/or Public Hearing and General Business items. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute device used for viewing the meeting.

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 on matters within the jurisdiction of the City of Tulare.
- 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 Public 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.

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.

NOTICE IS HEREBY GIVEN, pursuant to section 54956 of the California Government Code, that a special meeting of the City Council of the City of Tulare is hereby called.

6:00 p.m. – SPECIAL MEETING (CLOSED SESSION)

- 1. CALL TO ORDER SPECIAL MEETING**
- 2. PUBLIC COMMENT PERTAINING TO CLOSED SESSION ITEMS** - Comments are limited to items to be discussed in closed session. Speaker will be allowed three minutes each.
- 3. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING:**
 - 3.1.** Conference with Real Property Negotiations pursuant to Gov. Code § 54956.8
Property: City facilities
Agency Negotiation: City Manager, City Attorney
Negotiating Parties: State of California, City of Tulare
Under Negotiation: Price and terms of payment
 - 3.2.** Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to Gov. Code § 54956.9(c): 1 case
- 4. RECONVENE FROM CLOSED SESSION**
- 5. CLOSED SESSION REPORT** - This is the time for Council to publicly report specified closed session action and the vote taken on those actions, if any.
- 6. ADJOURNMENT OF SPECIAL MEETING**

7:00 p.m. - REGULAR MEETING

- 7. CALL TO ORDER REGULAR MEETING**
- 8. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 9. COUNCIL ACTIONS FOLLOWING THE 2022 GENERAL MUNICIPAL ELECTION**
 - 9.1.** Declare results of the City of Tulare November 8, 2022 General Municipal Election.
 - 9.2.** Administration of Oath of Office to newly elected City Councilmembers: Terry A. Sayre, District 2; and Dennis A. Mederos, District 4.
 - 9.3.** Reorganization of the City Council.
- 10. PUBLIC COMMENTS** - This is the time for the public to comment on matters within the jurisdiction of the Tulare City Council that are not on the agenda. The Council asks that comments are kept brief and positive. The Council cannot legally discuss or take official action on request items that are introduced tonight. This is also the time for the public 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 Public Hearing or General Business items will be heard at the time those items are discussed. 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 your name and providing your city of residence.

11. **COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Public comments will be limited to three minutes per topic unless otherwise extended by Council.
12. **COUNCIL REPORTS AND ITEMS OF INTEREST**
13. **CONSENT CALENDAR** - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.
- 13.1. Waive the reading of ordinances and approve reading by title only.
Recommended Action: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
- 13.2. Special and Regular Meeting Minutes of December 20, 2022.
Recommended Action: Approve as submitted.
- 13.3. Second Reading and Adoption of Ordinance 2023-01 approving Zone Amendment No. 749 changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres.
Recommended Action: Adopt Ordinance 2023-01. [Submitted by: M. Hermann]
- 13.4. Second Reading and Adoption of Ordinance 2023-02 providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension.
Recommended Action: Adopt Ordinance 2023-02. [Submitted by: M. Hermann]
- 13.5. Purchase of two Ford F-150 Police responder trucks.
Recommended Action: Approve the funding for the purchase of two Ford F-150 Police Responder trucks using Police Department Fleet Replacement Funds in the FY 2022/23 budget in the amount of \$125,000. [Submitted by: J. Hamlin]
- 13.6. Surplus of Police K9 Charger.
Recommended Action: Approve the surplus of Police K9 Charger to original vendor, Man K9. [Submitted by: F. Ynclan]
- 13.7. Kings/Tulare Area on Aging Agency (KTAAA) Amendments to the original agreement.
Recommended Action: Authorize City Manager or designee to sign both amendments between City of Tulare and K/TAAA for the Senior Center to provide meals for the senior citizens in our community. [Submitted by: J. Glick]
- 13.8. Cooperative agreement between the City with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street.
Recommended Action: Approve and authorize the Mayor to execute a cooperative agreement with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street, subject only to

minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: M. Miller]

13.9. Capital Improvements Project Dashboard for December 2022.

Recommended Action: Accept the Capital Improvements Project Dashboard for December 2022. [Submitted by: M. Miller]

13.10. Contract with InfoSend, Inc. of Anaheim, CA for printing and mailing services.

Recommended Action: Approve a contract with InfoSend, Inc. of Anaheim CA, subject to minor and conforming changes approved by the city manager and city attorney, for a two-year term with 5 optional one-year extensions for an estimated annual amount of \$180,000 for data processing, printing, and mailing of utility bills and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the awarded amount. [Submitted by: D. Ibanez]

13.11. Changes to the City's Non-Utility Position Control Budget.

Recommended Action: Adopt a resolution amending the City's Non-Utility Position Control Budget including: eliminating one (1) Senior Management Analyst and one (1) Deputy City Manager; adding one (1) Assistant Finance Director and one (1) Assistant City Manager; and, changing the salary range for the position of Police Chief. [Submitted by: M. Mondell]

13.12. Aviation Committee Appointment.

Recommended Action: Confirm the Planning Commission nomination of Commissioner Chad Petersen to serve on the Aviation Committee as the Planning Commission representative. [Submitted by: M. Hermann]

13.13. December 2022 Investments Report.

Recommended Action: Accept the monthly investments report for December 2022. [Submitted by: D. Ibanez]

13.14. Police Department Citizen Complaint Review Board Appointment.

Recommended Action: Confirm Councilmember Isherwood's appointment of Joshua Weatherbie to serve on the Police Department Citizen Complaint Review Board. [Submitted by: M. Hermann]

14. 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.

14.1. Median Solicitation Urgency Ordinance.

Recommended Action: Adopt an urgency ordinance providing for revisions to Chapter 7.56 of the Tulare Municipal Code regulating solicitation in the median and roadside locations throughout the City of Tulare. [Submitted by: M. Correa]

14.2. Naming process of Tulare City Parks.

Recommended Action: Staff recommends the following process for naming the new Dog Park: (1) Forward the naming of the new Dog Park to the Tulare Parks and Recreation Commission for review and recommendation including the name suggested by Councilmember Harrell; and (2) Staff will present the Commission's recommendation to Council for consideration and action. [Submitted by: J. Glick]

- 14.3. Tulare Cares Temporary Encampment Rules and Regulations.
Recommended Action: Approve the Tulare Cares Temporary Encampment Operating Guidelines included as Attachment 1 and direct staff to utilize them in association with the opening of the Tulare Cares site on January 25, 2023, through the operational longevity of the temporary encampment facility; and authorize staff to make minor revisions to the Operating Guidelines as necessitated by field conditions. [Submitted by: J. Glick]
- 14.4. Update City Council Representation on Local and Regional Boards and Committees.
Recommended Action: Approve appointments of the City Council representatives to local and regional boards and committees. [Submitted by: M. Hermann]
- 14.5. Annual Development Impact Fee Fund Report.
Recommended Action: Review and accept the City’s Annual Development Impact Fee (DIF) Fund Report. [Submitted by: D. Ibanez]

15. FUTURE AGENDA ITEMS

- 15.1. Maintenance and repairs to the Women’s Clubhouse. [Submitted by: T. Sayre]
- 15.2. Letter to Caltrans regarding recommendations for Inyo and Howard pedestrian improvements. [Submitted by: J. Sigala]
- 15.3. Staff report request on the establishment of a Community Garden/Arts Center. [Submitted by: J. Sigala]

16. STAFF UPDATES

17. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, February 7, 2023, at 7:00 p.m. in the Council Chamber at the Tulare Public Library, 491 North M Street, Tulare, California.

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 Thursday, January 12, 2023, 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: January 17, 2023 Agenda Memo
Date: January 12, 2023

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.

6:00 p.m. - SPECIAL MEETING (CLOSED SESSION)

- 1. CALL TO ORDER SPECIAL MEETING**
- 2. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION** - Comments are limited to items to be discussed in closed session. Each speaker will be allowed three minutes.
- 3. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING:**
 - 3.1.** Conference with Real Property Negotiations pursuant to Gov. Code § 54956.8
Property: City facilities
Agency Negotiation: City Manager, City Attorney
Negotiating Parties: State of California, City of Tulare
Under Negotiation: Price and terms of payment
 - 3.2.** Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to Gov. Code § 54956.9(c): 1 case
- 4. RECONVENE FROM CLOSED SESSION**
- 5. CLOSED SESSION REPORT** - This is the time for Council to publicly report specified closed session action and the vote taken on those actions, if any.
- 6. ADJOURNMENT OF SPECIAL MEETING**

7:00 p.m. - REGULAR MEETING

- 7. CALL TO ORDER REGULAR MEETING**
- 8. PLEDGE OF ALLEGIANCE AND INVOCATION**
- 9. COUNCIL ACTIONS FOLLOWING THE 2022 GENERAL MUNICIPAL ELECTION**

- 9.1. Declare results of the City of Tulare November 8, 2022 General Municipal Election.
 - 9.2. Administration of Oath of Office to newly elected City Councilmembers: Terry A. Sayre, District 2; and Dennis A. Mederos, District 4.
 - 9.3. Reorganization of the City Council.
10. **PUBLIC COMMENTS** - This is the time for the public to comment on matters within the jurisdiction of the Tulare City Council that are not on the agenda. The Council asks that comments are kept brief and positive. The Council cannot legally discuss or take official action on request items that are introduced tonight. This is also the time for the public 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 Public Hearing or General Business items will be heard at the time those items are discussed. 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 your name and providing your city of residence.
11. **COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the Agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Public comments will be limited to three minutes per topic unless otherwise extended by Council.
12. **COUNCIL REPORTS AND ITEMS OF INTEREST**
13. **CONSENT CALENDAR** - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion. [Time Estimate: 7:40-7:50]
- 13.1. Waive the reading of ordinances and approve reading by title only.
Recommended Action: Approve the reading by title only of all ordinances and that further reading of such ordinances be waived.
 - 13.2. Special and Regular Meeting Minutes of December 20, 2022.
Recommended Action: Approve as submitted.
 - 13.3. Second Reading and Adoption of Ordinance 2023-01 approving Zone Amendment No. 749 changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres.
Recommended Action: Adopt Ordinance 2023-01. [Submitted by: M. Hermann]
- Summary:** At the December 20, 2022, regular meeting of the City Council, Council held the first reading of an ordinance approving Zone Amendment No. 749 changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres in relation to the Wild Oaks subdivision project.

As required by law, the second reading and adoption of said ordinance must occur at a regularly scheduled meeting, and, accordingly, City staff hereby presents that same ordinance for consideration by the Council.

- 13.4.** Second Reading and Adoption of Ordinance 2023-02 providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension.

Recommended Action: Adopt Ordinance 2023-02. [Submitted by: M. Hermann]

Summary: At the December 20, 2022, regular meeting of the City Council, Council held the first reading of an ordinance providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension. Every three years, the California Building Standard Codes are revised. The 2022 California Building Standard Codes were published on July 1, 2022 and will go into effect on January 1, 2023. This ordinance will reflect the changes in the California Building Standard Codes in the corresponding Chapter 4.04 (California Building Codes) of the Tulare Municipal Code.

As required by law, the second reading and adoption of said ordinance must occur at a regularly scheduled meeting, and, accordingly, City staff hereby presents that same ordinance for consideration by the Council.

- 13.5.** Purchase of two Ford F-150 Police responder trucks.

Recommended Action: Approve the funding for the purchase of two Ford F-150 Police Responder trucks using Police Department Fleet Replacement Funds in the FY 2022/23 budget in the amount of \$125,000. [Submitted by: J. Hamlin]

Summary: With the approval of the FY 2022/23 annual budget, the Tulare Police Department was allocated two new police officer positions. The primary purpose of these positions was to fill the department's need to interact with the transient and homeless population in the City of Tulare. Typically, when new positions are requested, the request also includes a new vehicle. Somehow when these positions were requested and approved, the request for new vehicles was missed. Currently patrol officers are equipped with SUV type vehicles but the unique assignment of contacting transients has specific needs to deal with, therefore the Police Department is requesting approval to purchase two new Ford F-150 Police Responder trucks. This assignment needs vehicles that are versatile to transport prisoners and transport large amounts property. The transient population typically carry with them all their worldly possessions and the department is required to keep their property safe in the case of an arrest or other circumstances. The trucks will give the officers the ability to transport the property without requiring additional help from other departments. These trucks will be double cab and will be outfitted similar to the Ford Explorer Police Interceptors.

13.6. Surplus of Police K9 Charger.

Recommended Action: Approve the surplus of Police K9 Charger to original vendor, Man K9. [Submitted by: F. Yncian]

Summary: Police K9 Charger was deployed in 2021 and has served the department and community since; however, Charger has not performed as expected and is no longer deployable as a Tulare Police K9.

It has been determined that Charger's failure to perform is beyond correction through training resources available to the Tulare Police Department. Unfortunately, Charger must be surplused to the original vendor, Man K9. Man K9 will assume ownership and responsibility of Charger. Man K9 has indicated they will attempt to retrain Charger and find an alternative use for him in the future.

Due to the potential liability concerns with the transfer of ownership of police trained K9's, it is in the best interest of the City of Tulare to return Charger to Man K9, who will assume any/all future liabilities. This surplus purchase includes a release of liability that fully releases the City of Tulare from any further obligation regarding the K9.

13.7. Kings/Tulare Area on Aging Agency (KTAAA) Amendments to the original agreement.

Recommended Action: Authorize City Manager or designee to sign both amendments between City of Tulare and K/TAAA for the Senior Center to provide meals for the senior citizens in our community. [Submitted by: J. Glick]

Summary: In August 2022, Council Approved KTAAA Agreement 22/23-05. Since August, KTAAA has submitted two amendments to the original agreement. The first amendment, transfers unused funds from the 2021/2022 fiscal year, to this current fiscal year. These funds include: CARES funds totaling \$17,352 and ARPA funds totaling \$122,745. The ARPA funds granted from KTAAA to the City have the requirement of a 10% match by the City. These funds were originally approved by City Council in May 2022.

The second amendment includes funds awarded to the City in the form of infrastructure funds totaling \$88,000. These funds are designated specifically towards certain items such as – new commercial grade dishwasher, vehicle, and ADA upgrades at the Senior Center.

13.8. Cooperative agreement between the City with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street.

Recommended Action: Approve and authorize the Mayor to execute a cooperative agreement with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: M. Miller]

Summary: Planning Commission Resolution No. 5355 adopted on December 23, 2019 approved the tentative map for the Farrar Estates subdivision located at the northwest corner of Tulare Avenue (State Route 137) and Morrison Street. The overall subdivision comprises approximately 76.5 acres consisting of 360 lots, and is being developed in phases. Phase 1 of Farrar Estates subdivision consists of 99 single-family residential lots, and 13 common lots for green space and landscaping. Based upon the findings of a traffic impact study prepared for the Farrar Estates subdivision, the installation of a traffic signal at the intersection of Tulare Avenue (State Route 137) and Morrison Street was made a condition of approval for Phase 1 of the subdivision.

In 2020, when the most recent Development Impact Fee (DIF) Study that serves as the basis of current fees was prepared, estimated project costs in the amount of \$350,000 were included for the future construction of a traffic signal at the intersection of Tulare Avenue and Morrison Street. New development was determined to be responsible for a 51% share of the estimated cost of those improvements, resulting in \$178,500 of DIF funding eligibility for the improvements. The remaining share of the estimated cost (49%, or \$171,500) was attributed to existing development, and would need to be paid for using other local funding sources, typically Measure R local funds or General Funds. Should actual construction costs exceed the \$350,000 identified in the City's DIF Program, the Developer would be responsible for the cost difference.

For over a year, the Developer of the Farrar Estates subdivision (Woodside Homes) has been seeking Caltrans approval and permitting for the construction of a traffic signal at the intersection of Tulare Avenue and Morrison Street. However, during their review of the traffic signal plans, Caltrans determined that they would prefer a roundabout at the intersection. Recognizing the substantially higher costs associated with a roundabout installation, Caltrans has offered to provide \$1.25 million of funding from their State Highway Operation and Protection Program (SHOPP). Doing so would necessitate the City acting as the project lead, whereby the City would undertake the construction of the improvements as a City project, and would receive SHOPP funding on a reimbursement basis. Caltrans has provided the attached cooperative agreement detailing the terms and conditions for the City to receive the SHOPP funding.

The cost to construct a roundabout at the intersection of Tulare Avenue and Morrison Street has not yet been determined, but could exceed the \$1.6 million that would come from the combination of State and City funding sources. It will therefore be necessary for the City and the Developer of the Farrar Estates subdivision to enter into a development agreement securing their responsibility for covering any and all costs greater than the \$1.6 million that are incurred during construction of the improvements. Bonding would be required to protect the City in such event, and to ensure completion of the improvements.

Construction of a roundabout at the intersection of Tulare Avenue and Morrison Street would necessitate the closure of both roadways for a minimum of six weeks under a best-case scenario. During that time, traffic on Tulare Avenue would need to be detoured. The only option available utilizing City roadways would be to detour traffic onto Bardsley Avenue via Oakmore Street and Mooney Boulevard. This diversion of

highway traffic would have significant impacts on the intersections of Bardsley Avenue/Oakmore Street, Bardsley Avenue/Morrison Street, Bardsley Avenue/Nelder Grove Street, and Bardsley Avenue/Mooney Boulevard. It could also significantly impact Mission Oak High School if construction coincides with school being in session.

13.9. Capital Improvements Project Dashboard for December 2022.

Recommended Action: Accept the Capital Improvements Project Dashboard for December 2022. [Submitted by: M. Miller]

Summary: On December 16, 2014, the Tulare City Council adopted the Tulare Project Management System Program Policy (TPMS). The goal of the TPMS is to help the City accomplish significant projects on time, within budget, and in accordance with each project's clearly defined scope. The TPMS utilizes a systematic approach to project management with the following goals:

- Establish consistency in how projects are managed,
- Create department 5-year project plans,
- Improve pre-planning and preparation,
- Identify and implement management policies and procedures,
- Improve project cost tracking and project delivery,
- Formalize and improve project reporting, and
- Review and evaluate project successes or failures upon completion in order to improve on future projects.

Pursuant to the City Council's request, staff provides quarterly Capital Improvement Project Dashboards for all major capital projects that fall under City Council's purview. The dashboard provides a visual summary of the overall progress of the projects so that City Council is aware of their status. The dashboards identify the project number, project title, project phase, project manager, start date, end date, budget, expenditures/encumbrances, and special notes regarding the status and/or issues affecting the project.

The attached Capital Improvements Project Dashboard reflects the quarterly status of active projects as of December 2022. The dashboard uses a color metric for the completion status graphic (pie chart) that reflects the phase each project is in. BLUE shading indicates that the project is in the Design phase, GREEN shading indicates that the project is in the Environmental or Right-of-Way Acquisition phase, and ORANGE shading indicates that the project is in the Construction or Implementation phase.

13.10. Contract with InfoSend, Inc. of Anaheim, CA for printing and mailing services.

Recommended Action: Approve a contract with InfoSend, Inc. of Anaheim CA, subject to minor and conforming changes approved by the city manager and city attorney, for a two-year term with 5 optional one-year extensions for an estimated annual amount of \$180,000 for data processing, printing, and mailing of utility bills and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the awarded amount. [Submitted by: D. Ibanez]

Summary: The City contracts with a third party for printing and mailing services for Utility Billing. In September 2022, the City was contacted by the current printing vendor, and we were notified of an urgent issue that would impact the utility bills being delivered to residents in a timely manner. Upon exploration of the issue, it was identified that there was a staffing issue within the bill print company and there were no built-in business resilience or contingency plans. Through repeated communications with vendor, city staff was able to work with the vendor to ensure that utility bills were still delivered in a timely manner.

During this process, staff explored alternative options in case the current vendor was not able to complete the billing process. The City of Tulare Utility Billing processes utilize an XML data export to communicate the billing information to the print vendor. XML is an industry standard that is very flexible, efficient and well suited for this task. However, XML requires a bill print vendor to have created a bill format that allows the data for each customer to be displayed properly. The process of creating this bill format is an 8 to 10-week process.

While exploring alternatives, it became apparent that partnering with a bill print vendor that has business resilience and contingency plans built in to their business process is critical to the ongoing utility services provided by the City of Tulare.

One of the industry leaders staff reached out to is InfoSend, Inc of Anaheim, CA. InfoSend has been in business over 25 years and they have become a leader in the industry supporting over 700 clients nationwide. Approximately 70 percent of Infosend's client base are public agencies with over 300 California public utilities. Infosend operates four facilities around the United States. The corporate headquarters and western production facility is in Anaheim, CA, with other locations in Downers Grove, IL; Carrollton, TX; and Fort Myers, FL. They are true “job based” organization. This means, all of the information required to process a job is included in the job documentation. The job has the ability to be performed by any production staff member, and if needed can be rerouted to a different production facility. Bill production and mailing are not dependent on any single staff member or production facility.

In April 2022, the City of Oceanside, California entered into a contract with Infosend for the printing and mailing of their utility bills. This contract was the result of an RFP that was issued in October 2021. Included in the RFP is a “Public Agency Clause” which states the intention of the RFP is that any other public agency in the State of California shall have the option to participate in the award as a result of the solicitation. The City of Tulare Purchasing Policy explicitly allows for cooperative purchasing or the “piggybacking” of contracts.

City staff worked with Infosend to develop a contract that is based on the City’s printing volumes, but utilizes the pricing from the Oceanside RFP response. The City will only be charged for actual services performed.

The City of Tulare Board of Public Utilities Commissioners approved the contract on December 15, 2022.

13.11. Changes to the City's Non-Utility Position Control Budget.

Recommended Action: Adopt a resolution amending the City's Non-Utility Position Control Budget including: eliminating one (1) Senior Management Analyst and one (1) Deputy City Manager; adding one (1) Assistant Finance Director and one (1) Assistant City Manager; and, changing the salary range for the position of Police Chief.
[Submitted by: M. Mondell]

Summary: The City Manager is required to bring any additions to the PCB of authorized positions or any changes in any position's salary range to be made during the fiscal year to the Council for further approval. The City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range, to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources.

Several circumstances warrant the need for changes to the City's Non-Utility Position Control Budget, approved by Council on June 2, 2022. After conducting a salary analysis of Department Head classifications of the City's eight (8) comparable cities, assessing internal alignment and evaluating the data collected, the Human Resources Director has identified that a classification change to a vacant position in the Finance Department is warranted along with salary change to the Police Chief classification and a title and salary change to the Deputy City Manager classification.

Finance Department:

The Finance Department currently has a vacant Senior Management Analyst position. Prior to that classification, the position was classified as an Assistant Finance Director. The work program and responsibilities in the Finance Department continues to grow. The Department is currently led by the Chief Financial Officer and one Manager. Allocating the vacant position at the Assistant Finance Director level provides much needed management support for the Chief Financial Officer and the Finance Department operations. It also aligns internally with the Assistant Public Works Director salary.

Administration:

The Deputy City Manager assists the City Manager in planning, directing, managing and reviewing the activities and operations of the City of Tulare. The Deputy City Manager also been given responsibility for oversight of assigned departments such as Community Services, Human Resources and Public Works with the recent reorganization. After conducting a salary survey of the City's comparable agencies, it is recommended that this position's salary range be increased by 8% percent which will bring it closer in alignment internally and among our comparable agencies. It is also recommended that the title be changed from Deputy City Manager to Assistant City Manager which the industry standard for a full-service City of our size.

Police Department:

The salary and benefit increases given to the Police Management Group and Police Officer Union in July of 2022 created internal alignment issues and compaction between the Police Captain and Police Chief classifications. Along with a 4.5% salary

increase in July of 2022, Police Captains were afforded service pay up to 8.83% (based on years of service) which was not extended to the Police Chief who is in the department head group. At that same time the Police Chief classification received a 3% increase. Prior to the negotiated changes, the compensation gap between the Police Captain and Police Chief was 17%. The negotiated changes in salary and benefits for Police Captains closed the gap between the Police Chief classification to 9%. It is recommended that the Police Chief salary range be increased by 8% which will bring that position back to the internal alignment level from to negotiated increases to the Police Captain classification.

13.12. Aviation Committee Appointment.

Recommended Action: Confirm the Planning Commission nomination of Commissioner Chad Petersen to serve on the Aviation Committee as the Planning Commission representative. [Submitted by: M. Hermann]

Summary: The Aviation Committee consists of five members: one Planning Commissioner appointed by the Planning Commission and confirmed by Council, one airport lease holder appointed by the mayor and confirmed by Council, and three members appointed by the mayor and confirmed by Council. At the January 9, 2023, Planning Commission meeting, Commissioner Chad Petersen was nominated by the Planning Commission to serve as a member of the Aviation Committee. Mr. Petersen expressed his desire and excitement to be involved in the discussions and recommendations put forth by the Aviation Committee.

13.13. December 2022 Investments Report.

Recommended Action: Accept the monthly investments report for December 2022. [Submitted by: D. Ibanez]

13.14. Police Department Citizen Complaint Review Board Appointment.

Recommended Action: Confirm Councilmember Isherwood's appointment of Joshua Weatherbie to serve on the Police Department Citizen Complaint Review Board. [Submitted by: M. Hermann]

Summary: The Police Department Citizen Complaint Review Board is charged with the responsibility of reviewing the Police Department's investigation of citizen complaints in specific areas and providing an independent review to the Chief of Police. Pursuant to Municipal Code Chapter 2.12, the Board shall consist of seven members. Each member of the City Council shall select and appoint one member to the Board, subject of the approval by the remainder of the Council, and two appointed at-large to serve two-year terms. An eighth, non-voting member is selected by the Police Officers Union to sit on the Board.

Six of the seven members were appointed by the Council on December 20, 2022, with Councilmember Isherwood's appointment remaining. Councilmember Isherwood advised staff of his desire to appoint Joshua Weatherbie to serve on the Board.

14. 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.

14.1. Median Solicitation Urgency Ordinance. [Time Estimate: 7:50-8:20]

Recommended Action: Adopt an urgency ordinance providing for revisions to Chapter 7.56 of the Tulare Municipal Code regulating solicitation in the median and roadside locations throughout the City of Tulare. [Submitted by: M. Correa]

Summary: The revisions to Chapter 7.56 of the Tulare Municipal Code are proposed to address safety concerns caused by persons standing, sitting, and soliciting on medians and near intersections and commercial driveways, in close proximity to moving vehicles. The proposed revisions protect the exercise of First Amendment rights of those persons engaged in soliciting, while also minimizing the safety hazards of such solicitation when it is conducted in close proximity to moving vehicles. The revisions to the chapter are necessary in order to regulate the locations where such solicitation is particularly unsafe, in order to address the city's interest in preserving pedestrian and motorist safety, preventing traffic congestion, and controlling vehicular traffic.

This ordinance requires 4/5 approval to be adopted as an urgency ordinance.

14.2. Naming process of Tulare City Parks. [Time Estimate: 8:20-8:30]

Recommended Action: Staff recommends the following process for naming the new Dog Park: (1) Forward the naming of the new Dog Park to the Tulare Parks and Recreation Commission for review and recommendation including the name suggested by Councilmember Harrell; and (2) Staff will present the Commission's recommendation to Council for consideration and action. [Submitted by: J. Glick]

Summary: At the November 21, 2022, City Council meeting, Council approved the recommendation of the Tulare Parks and Recreation Commission and authorized the allocation of \$466,000 in Regional Park Development Impact Fee funds to design and construct a Dog Park, to be located at the 400 Block of N Street.

At the December 20, 2022, City Council meeting, Councilman Harrell requested the new Dog Park be named Bane Park after the canine that was killed in the line of duty on December 9, 2018. City Council subsequently directed staff to return to the Council with an outline of the appropriate procedure for naming a City Park.

Staff has found that the City of Tulare has no formal written policy for naming a City Park. In the absence of a formal policy, staff reviewed the process used to name the last City Park, which was the re-naming of Sayre Park on May 5, 2009.

In the case of Sayre Park, City Staff received a written request from the Sayre family regarding renaming of the Park from Palm Ranch Park to Sayre Park. This letter was then reviewed by the Tulare Parks and Recreation Commission. The Tulare Parks and Recreation Commission voted to recommend to the Tulare City Council to rename the Park from Palm Ranch Park to Sayre Park. The recommendation was received and approved by the Tulare City Council on May 5, 2009.

The process appears to have both been efficient and solicited the appropriate decision-making bodies for analysis and feedback prior to the final decision being

rendered. Staff recommends following a similar process for the naming of the new dog park.

- 14.3.** Tulare Cares Temporary Encampment Rules and Regulations. [Time Estimate: 8:30-9:00]
Recommended Action: Approve the Tulare Cares Temporary Encampment Operating Guidelines included as Attachment 1 and direct staff to utilize them in association with the opening of the Tulare Cares site on January 25, 2023, through the operational longevity of the temporary encampment facility; and authorize staff to make minor revisions to the Operating Guidelines as necessitated by field conditions. [Submitted by: J. Glick]

Summary: On September 20, 2022, City Council approved the purchase of property located at the northeast corner of Walnut Ave and O Street in Tulare (APN 181-070-062) in the amount of \$360,000.00 for the use as a temporary homeless encampment.

On October 18, 2022, City Council received a staff presentation regarding the general operational parameters for the temporary encampment and directed staff to move proceed with preparing Operating Guidelines.

On November 15, 2022, City Council approved a contract with AAA security for the temporary encampment not to exceed \$141,480.00.

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the safety and health of individuals in our community experiencing homelessness. A series of initiatives and services are offered to individuals choosing to camp at the identified site, all designed to our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient.

Tulare Cares is located at the northeast corner of South "O" Street and East Walnut Avenue. It provides unsheltered individuals with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for people experiencing homelessness may also create relief for downtown businesses, public works, law enforcement, parks and trails as well as public spaces such as sidewalks and alleyways so that these places may be used for their intended purposes.

Tulare Cares is designed to provide a safe camping area for people experiencing homelessness with access to basic amenities including running water, restrooms, multi-day food and hygiene service, communal areas, and storage, as well as access to Case Managers, a mobile care clinic, and team of social service workers and substance abuse staff. Unhoused guests, along with their pets, may begin utilizing this space "by invitation only" on January 25th, 2023.

City staff has developed a series of Operating Guidelines to regulate development and operation of the Tulare Cares site. The guidelines provide direction on specific operational parameters for both support staff and guests of the facility, including:

- Staffing
 - On Site Security Guard (Daily from 10:00pm to 6:00am)
 - Part Time Case Managers
 - Tulare Parks and Recreation Monitoring
 - Tulare Police Department Patrols
 - Tulare Code Enforcement Patrols
- Policies and Procedures
- Rules of Conduct
- Term of Stay
- General Security & Safety
- Good Neighbor Agreement
- Outside Services & Community Partners

The complete document is included as Attachment 1 to this staff report for City Council review.

14.4. Update City Council Representation on Local and Regional Boards and Committees. [Time Estimate: 9:00-9:10]

Recommended Action: Approve appointments of the City Council representatives to local and regional boards and committees. [Submitted by: M. Hermann]

Summary: Following the General Election, the City Council considers appointment of City Councilmember representation on local and regional boards and committees. The current appointments are attached for Council review.

14.5. Annual Development Impact Fee Fund Report. [Time Estimate: 9:10-9:20]

Recommended Action: Review and accept the City's Annual Development Impact Fee (DIF) Fund Report. [Submitted by: M. Hermann]

Summary: In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as Assembly Bill 1600 by the California Legislature and codified as California Government Code Sections 66000 through 66008 known as the Mitigation Fee Act ("Act"). This State law went into effect on January 1, 1989.

California Government Code Section 66006(b)(2) requires cities to prepare and make available to the public the Development Impact Fee Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting not less than 15 days after the report has been made available to the public.

15. FUTURE AGENDA ITEMS [Time Estimate: 9:10-9:15]

15.1. Maintenance and repairs to the Women's Clubhouse. [Submitted by: T. Sayre]

15.2. Letter to Caltrans regarding recommendations for Inyo and Howard pedestrian improvements. [Submitted by: J. Sigala]

15.3. Staff report request on the establishment of a Community Garden/Arts Center.
[Submitted by: J. Sigala]

16. **STAFF UPDATES** [Time Estimate: 9:15-9:25]

17. **ADJOURNMENT**

City of Tulare
City Council Meeting Minutes

A special meeting of the City Council of the City of Tulare was held on Tuesday, December 20, 2022 at 6:00 p.m. at the Tulare Public Library in the Council Chamber located at 491 North M Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre, Stephen C. Harrell, Patrick Isherwood, Jose Sigala

STAFF PRESENT: Marc Mondell, Mario Zamora, Melissa Hermann, Ken Wales, Jason Bowling

1. CALL TO ORDER SPECIAL MEETING

A special meeting of the City Council was called to order at 6:00 p.m. by Mayor Mederos.

2. PUBLIC COMMENT PERTAINING TO CLOSED SESSION ITEMS - Comments are limited to items to be discussed in closed session. Speaker will be allowed three minutes each.

3. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING:

**3.1. Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to Gov. Code § 54956.9(c): 1 case**

Mayor Mederos recessed to closed session at 6:01 p.m.

4. RECONVENE FROM CLOSED SESSION

Mayor Mederos reconvened from closed session at 7:00 p.m.

5. CLOSED SESSION REPORT

Mayor Mederos advised there was no reportable action.

6. ADJOURNMENT OF SPECIAL MEETING

Mayor Mederos adjourned the special meeting at 7:00 p.m.

A regular meeting of the City Council of the City of Tulare was held on Tuesday, December 20, 2022 at 7:00 p.m. at the Tulare Public Library in the Council Chamber located at 491 North M Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre, Stephen C. Harrell, Patrick Isherwood, Jose Sigala

STAFF PRESENT: Marc Mondell, Mario Zamora, Josh McDonnell, Melissa Hermann, Jerod Boatman, Michael Ott, Mario Anaya, Traci Myers, Diego Ibanez, Michael Miller, Trisha Whitfield, Jason Glick, David Dodson, Steven Sopp, Ken Wales, Jason Bowling

7. CALL TO ORDER REGULAR MEETING

A regular meeting of the City Council was called to order at 7:00 p.m. by Mayor Mederos.

8. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Mederos led the pledge of allegiance and an invocation was given by Vice Mayor Sayre.

9. PRESENTATIONS

9.1. Spotlight on Excellence – Employee Recognition City Manager Marc Mondell introduced Captain Boatman to present the first award. Animal Services Manager Russell Lasswell was invited to present a certificate to Animal Services Officer Michael Capote in recognition of outstanding service. Chief Ott presented a certificate to Fire Captain Eric Ferreira in recognition of outstanding service and honored Mr. Ferreira with Firefighter of the Year.

10. PUBLIC COMMENTS

There were no public comments.

11. COMMUNICATIONS

City Manager Marc Mondell advised there were no communications.

12. COUNCIL REPORTS AND ITEMS OF INTEREST

Council reported out on recent events and discussed items of interest.

13. CONSENT CALENDAR

It was moved by Councilmember Harrell, seconded by Vice Mayor Sayre, and unanimously carried to approve the items on the Consent Calendar as presented with the exception of items 13.11, 13.13, and 13.14.

13.1. Authorization to read ordinances by title only.

13.2. Approve minutes of the December 6, 2022, special and regular meetings.
[Submitted by: M. Hermann]

13.3. Approve the cancellation of the regular meeting of January 3, 2023.
[Submitted by: M. Hermann]

13.4. Adopt a resolution accepting the official canvass and certified Statement of Votes of the November 8, 2022 General Election. [Submitted by: M. Hermann]

13.5. Confirm Councilmember Sigala's appointment of Erica Cubas to the Planning Commission with a term ending December 31, 2025. [Submitted by: M. Hermann]

13.6. Second reading and adoption of Ordinance 2022-17 repealing and replacing Title 3, Fire Regulations, adding Chapter 7.05 to Title 7, Health and

Sanitation, amending Section 7.28.030 of Chapter 7.28 of Title 7, Health and Sanitation, and repealing Chapter 8.20 of Title 8, Public Ways and Property, of the Tulare Municipal Code. [Submitted by: M. Hermann]

- 13.7. Authorize the purchase of seven APX 4000 Series handheld radios and accessories from J's Communications of Fresno, California for \$25,885.70. [Submitted by: M. Machado]
- 13.8. Accept the monthly investments report for November 2022. [Submitted by: D. Ibanez]
- 13.9. Accept as complete the contract with Valley Pump & Dairy Systems, Inc. for work on Storm Sewer Lift Stations Upgrades Project (SD0016, 0017, 0018); and 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: D. Dodson]
- 13.10. Authorize the City Manager to sign a contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$324,555 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0097, a street and utility improvement project to extend International AgriCenter Way from Laspina Street to Turner Drive; Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$32,456) of the contract award amount; and approve the updated project budget. [Submitted by: M. Miller]
- 13.11. Authorize the City Manager to sign a contract with MRC GameTime of Sea Girt, NJ, in an amount not to exceed \$168,164.01 for the replacement of the playground equipment at Mulcahy Park; authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$16,816.40) of the contract award amount; and approve a one-time use of the City's Catastrophic Fund in the amount of \$100,316.35 to assist in the replacement of the playground. [Submitted by: J. Glick]
Councilmember Sigala pulled this item to provide comment. With no other discussion, it was moved by Councilmember Sigala, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.
- 13.12. Adopt a resolution authorizing the City Manager to accept a Grant G22-03-04-G01 offer from the State of California Off Highway Motor Vehicle Recreation Division (OHMV) to the Tulare Cycle Park operating expenses not to exceed \$426,099.00 for the year 2022 and to sign all applicable paperwork related to application of the grant. [Submitted by: M. Correa]
- 13.13. Authorize the appropriation of proceeds from the sale of APN 191-350-011 and APN 191-070-015 which total \$293,00 to the following to accounts: 1) \$100,000 Catastrophic Fund for play structure reimbursement Account Number 690-4690-6301, 2) \$150,000 Artist Deposit Reserve Account (Pending City Council Approval) and 3) \$43,000 for Economic Development reserve for consultants and advertising as necessary. [Submitted by: D.

Ibanez] Councilmember Sigala pulled this item. Chief Financial Officer Diego Ibanez and City Manager Marc Mondell provided additional information for clarification. Councilmember Sigala requested a change in the amount for the Artist Deposit Reserve Account to \$75,000. Following discussion, it was moved by Mayor Mederos, seconded by Vice Mayor Sayre, and unanimously carried to approve the item as presented.

13.14. Adopt a resolution approving a Second Addendum to the Mitigated Negative Declaration (MND) previously approved and certified by the Council of the City of Tulare for The Farrar Estates Subdivision Project as part of Resolution 2020-04 on February 4, 2020. [Submitted by: M. Anaya] Councilmember Sigala pulled this item for clarification and noting concerns over traffic in the area of the project. Following discussion, it was moved by Councilmember Sigala, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.

13.15. Authorize the City Manager to sign a contract with Cascade Fire Equipment Company to purchase 33 Self-Contained-Breathing-Apparatus (SCBA) and accessories in the amount of \$352,592.44. [Submitted by: M. Ott]

14. PUBLIC HEARINGS

14.1. Adopt a resolution adopting the Initial Study / Mitigated Negative Declaration prepared for Tentative Subdivision Map 2022-23 – (Wild Oaks), General Plan Amendment No. 2022.02 and Zone Amendment No. 749; adopt a resolution approving General Plan Amendment No. 2022-02 to change the existing General Plan land use designation from High Density Residential to Medium Density Residential on approximately 10.44-acres; and pass to print an ordinance approving Zone Amendment No. 749, changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres. [Submitted by: S. Sopp] Principal Planner Steven Sopp provided a report for Council consideration. Mayor Mederos opened the public hearing at 8:07 p.m. Melody Haigh of D. R. Horton addressed the Council seeking their support for the project. The public hearing was closed at 8:08 p.m. It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.

14.2. Pass to print an ordinance providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension. [Submitted by: R. Magallan] Interim Community Development Director Mario Anaya provided a report for Council consideration. Mayor Mederos opened the public hearing at 8:12 p.m. Receiving no public comment, the public hearing was closed at 8:12 p.m. It was moved by Councilmember Harrell, seconded by Councilmember Isherwood, and unanimously carried to pass to print the ordinance as presented.

15. GENERAL BUSINESS

15.1. Appoint members to the Police Department Citizen Complaint Review Board and Aviation Committee to fill seats with terms ending December 31, 2022. [Submitted by: M. Peton] Chief Deputy City Clerk Melissa Hermann introduced the item. It was moved by Mayor Mederos, seconded by Councilmember Sigala, and unanimously carried to make the following appointments to the Police Department Citizen Complaint Review Board with terms ending December 31, 2024:

- Jennifer Burcham, appointed by Council Seat 1
- Julie Leighty, appointed by Council Seat 2
- Carlos “Charlie” Ramos, appointed by Council Seat 3
- Karen Presant, appointed by Council Seat 4
- Danny Giotto, at-large appointment
- Duane Goree, at-large appointment

Councilmember Isherwood chose to defer his appointment until the January Council meeting. Councilmember Sigala raised concern with Mr. Giotto’s attendance for 2022 and advised staff to advise Council if the issue continues.

Mayor Mederos invited applicant Michael Schoenau to address the Council. Following discussion, it was moved by Mayor Mederos, seconded by Vice Mayor Sayre, and unanimously carried to appoint Michael Schoenau to the Aviation Committee to fill the airport lease holder position with a term ending December 31, 2026.

16. STAFF UPDATES

Staff provided updates on current department activities.

17. FUTURE AGENDA ITEMS

17.1. Naming the Tulare Dog Park for K-9 Bane killed in the line of duty on December 9, 2018. [Councilmember Harrell] It was the consensus of Council to add this item to a future agenda.

18. ADJOURNMENT

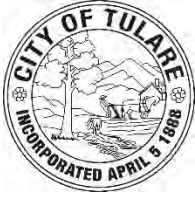
A moment of silence was held and the regular meeting was adjourned at 8:40 p.m. in honor of Carol Castelo and Mima Jo Balaam.

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

Approved by Council: January 17, 2023



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.3
Consent

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Second Reading and Adoption of Ordinance 2023-01 approving Zone Amendment No. 749 changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres.

RECOMMENDED ACTION

Adopt Ordinance 2023-01.

SUMMARY

At the December 20, 2022, regular meeting of the City Council, Council held the first reading of an ordinance approving Zone Amendment No. 749 changing the existing zoning designation from RM-4 (Multi-family Residential) to the R-1-4 (Small-lot Residential) on approximately 10.44-acres in relation to the Wild Oaks subdivision project. As required by law, the second reading and adoption of said ordinance must occur at a regularly scheduled meeting, and, accordingly, City staff hereby presents that same ordinance for consideration by the Council.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney's Office reviewed the ordinance prior to the first reading.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Ordinance 2023-01

Reviewed/Approved: _____

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE AMENDING THE ZONING MAP OF THE CITY BEING A PART OF SECTION 10.24.05 OF SAID CODE ZONE AMENDMENT NO. 749

WHEREAS, the Council of the City of Tulare finds that this application is necessary to achieve the objectives of the Zoning Title prescribed in Section 10.04.02 of the Tulare City Code; and

WHEREAS, the Council of the City of Tulare finds that this zone change is in conformance with the adopted General Plan for the City of Tulare; and,

WHEREAS, the Council of the City of Tulare finds that the request will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and,

WHEREAS, the Council of the City of Tulare finds that a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act.

NOW, THEREFORE, be it ordained by the Council of the City of Tulare as follows:

SECTION 1. The Zoning Map of the City of Tulare as referred to in Section 10.24.05 of the City Code of the City of Tulare, and as enacted, being made a part of the Zoning title of said Code in Section 10.24.05; thereof, a property portion of said map, being attached hereto, is hereby amended as follows:

REZONING approximately 10.44 acres of property from the RM-4 (Multi-family Residential) zoning designation to the R-1-4 (Small-lot Residential) zoning designation and is located on the south side of Pleasant Avenue between Alpha and La Dawna Streets as set forth more specifically on said map.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. Pursuant to Section 15 of the Charter of the City of Tulare, it is ordered that a summary of this ordinance be issued in a daily newspaper of general circulation in the City of Tulare for one day and that the ordinance be available in at least one public place at the City offices. This ordinance shall be in full force and effect

30 days from and after the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare on the 17th day of January, 2023.

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



Staff Report

Meeting: City Council

Date: January 17, 2023

**Item #: 13.4
Consent**

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Second Reading and Adoption of Ordinance 2023-02 providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension.

RECOMMENDED ACTION

Adopt Ordinance 2023-02.

SUMMARY

At the December 20, 2022, regular meeting of the City Council, Council held the first reading of an ordinance providing for adoption of the 2022 California Building Codes and to authorize the Building Official to accept single family residential permit applications with a site plan drawn to city standards prior to January 1, 2023 and issue said permit in compliance with the 2019 California Building Code with one extension. Every three years, the California Building Standard Codes are revised. The 2022 California Building Standard Codes were published on July 1, 2022 and will go into effect on January 1, 2023. This ordinance will reflect the changes in the California Building Standard Codes in the corresponding Chapter 4.04 (California Building Codes) of the Tulare Municipal Code.

As required by law, the second reading and adoption of said ordinance must occur at a regularly scheduled meeting, and, accordingly, City staff hereby presents that same ordinance for consideration by the Council.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney's Office reviewed the ordinance prior to the first reading.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Ordinance 2023-02

Reviewed/Approved: _____

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE REPEALING AND REENACTING CHAPTER 4.04 (CALIFORNIA BUILDING CODES) OF THE TULARE MUNICIPAL CODE RELATING TO THE ADOPTION OF THE 2022 CALIFORNIA BUILDING CODES INCLUDING APPENDIX Z OF THE CALIFORNIA RESIDENTIAL CODE, APPENDIX P OF THE CALIFORNIA BUILDING CODE

WHEREAS, the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

WHEREAS, every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24), which cities and counties are then mandated to adopt; and

WHEREAS, local governments or jurisdictions can modify the code to add more restrictive provisions based on their specific local geologic, climatic, and topographic conditions to protect their communities; and

WHEREAS, no local amendments to these codes are anticipated in this cycle.

NOW, THEREFORE, be it ordained by the Council of the City of Tulare as follows:

SECTION 1. CODE AMENDMENT. Chapter 4.04 California Building Codes of the Tulare Municipal Code is hereby repealed and reenacted and shall read as follows:

CHAPTER 4.04 CALIFORNIA BUILDING CODES

Sections:

- 4.04.010 California Administrative Code.
- 4.04.020 California Building Code.
- 4.04.030 California Residential Code.
- 4.04.040 California Electrical Code.
- 4.04.050 California Mechanical Code.
- 4.04.060 California Plumbing Code.
- 4.04.070 California Energy Code.
- 4.04.080 California Green Building Standards Code.
- 4.04.090 California Referenced Standards Code.
- 4.04.100 California Historical Building Code.
- 4.04.110 California Existing Building Code.

4.04.010 California Administrative Code.

2022 California Administrative Code, Title 24, part 1 is hereby adopted as though set

forth in full.

4.04.020 California Building Code.

2022 California Building Code, Title 24, Part 2, Volume 1 and 2, is hereby adopted as though set forth in full, including Appendix P Emergency Housing.

4.04.030 California Residential Code.

2022 California Residential Code, Title 24, Part 2.5 is hereby adopted as though set forth in full, including Appendix Z Emergency Housing.

4.04.040 California Electrical Code.

2022 California Electrical Code, Title 24, Part 3 is hereby adopted as though set forth in full.

4.04.050 California Mechanical Code.

2022 California Mechanical Code, Title 24, Part 4 is hereby adopted as though set forth in full.

4.04.060 California Plumbing Code.

2022 California Plumbing Code, Title 24, Part 5 is hereby adopted as though set forth in full.

4.04.070 California Energy Code.

2022 California Energy Code, Title 24, Part 6 is hereby adopted as though set forth in full.

4.04.080 California Green Building Standards Code.

2022 California Green Building Code, Title 24, Part 11 is hereby adopted as though set forth in full.

4.04.090 California Referenced Standards Code.

2022 California Referenced Standards Code, Title 24, Part 12 is hereby adopted as though set forth in full.

4.04.100 California Historical Building Code.

2022 California Historical Building Code, Title 24, Part 8 is hereby adopted as though set forth in full.

4.04.110 California Existing Building Code.

2022 California Existing Building Code, Title 24, Part 10 is hereby adopted as though set forth in full.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. Pursuant to Section 15 of the Charter of the City of Tulare, it is ordered that a summary of this ordinance be issued in a daily newspaper of general circulation in the City of Tulare for one day and that the ordinance be available in at least one public place at the City offices. This ordinance shall be in full force and effect 30 days from and after the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare on the 17th day of January, 2023.

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



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.5
Consent

Department: Police

Submitted by: Jon Hamlin, Police Lieutenant

Agenda Title: Purchase of two Ford F-150 Police responder trucks

RECOMMENDED ACTION

Approve the funding for the purchase of two Ford F-150 Police Responder trucks using Police Department Fleet Replacement Funds in the FY 2022/23 budget in the amount of \$125,000.

SUMMARY

With the approval of the FY 2022/23 annual budget, the Tulare Police Department was allocated two new police officer positions. The primary purpose of these positions was to fill the department's need to interact with the transient and homeless population in the City of Tulare. Typically, when new positions are requested, the request also includes a new vehicle. Somehow when these positions were requested and approved, the request for new vehicles was missed. Currently patrol officers are equipped with SUV type vehicles but the unique assignment of contacting transients has specific needs to deal with, therefore the Police Department is requesting approval to purchase two new Ford F-150 Police Responder trucks. This assignment needs vehicles that are versatile to transport prisoners and transport large amounts property. The transient population typically carry with them all their worldly possessions and the department is required to keep their property safe in the case of an arrest or other circumstances. The trucks will give the officers the ability to transport the property without requiring additional help from other departments. These trucks will be double cab and will be outfitted similar to the Ford Explorer Police Interceptors.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding for the purchase of the vehicles will come from the Police Department Fleet Replacement Funds (Fund 604).

LEGAL REVIEW

This item does not require review by the City Attorney's Office.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If not approved, the Police Department will have to use the SUV type vehicles which will limit the amount of property they can transport for the homeless and transient population.

ATTACHMENTS

None

Reviewed/Approved: _____



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.6
Consent

Department: Police
Submitted by: F. Ynclan, Chief of Police
Agenda Title: Surplus of Police K9 Charger

RECOMMENDED ACTION

Approve the surplus of Police K9 Charger to original vendor, Man K9.

SUMMARY

Police K9 Charger was deployed in 2021 and has served the department and community since; however, Charger has not performed as expected and is no longer deployable as a Tulare Police K9.

It has been determined that Charger's failure to perform is beyond correction through training resources available to the Tulare Police Department. Unfortunately, Charger must be surplused to the original vendor, Man K9. Man K9 will assume ownership and responsibility of Charger. Man K9 has indicated they will attempt to retrain Charger and find an alternative use for him in the future.

Due to the potential liability concerns with the transfer of ownership of police trained K9's, it is in the best interest of the City of Tulare to return Charger to Man K9, who will assume any/all future liabilities. This surplus purchase includes a release of liability that fully releases the City of Tulare from any further obligation regarding the K9.

FISCAL IMPACT & FUNDING SOURCE(S)

Charger was purchased through funding from the non-profit foundation, Paws for the Cause. The Tulare Police Department has secured additional funding for a replacement K9 through the same foundation.

LEGAL REVIEW

The recommended action has been reviewed by City Attorney M. Zamora. Please see attached supporting document.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Police Dog Release/Waiver of Liability & Indemnity Agreement

Reviewed/Approved: _____

City of Tulare

Police Dog Release/Waiver of Liability & Indemnity Agreement

This Release, Waiver of Liability, and Indemnification Agreement (“Agreement”) is made and entered into as the date indicated below by and between the City of Tulare, a municipal corporation (“City”) and _____ (“Man K9”) as follows:

The City hereby transfers ownership of _____ (“Police Dog”), a trained Police Dog, to Man K9, and will not require the Police Dog’s future services as part of the City Police Department’s K-9 Unit. In consideration, Man K9 agrees to assume full responsibility, ownership and control of the Police Dog (including its food, shelter, veterinary needs, and any other expenses related to the Police Dog’s care and upkeep), and promises, agrees, and covenants to the following waivers, release, and agreements to indemnify City, its officials, officers, employees and agents (collectively the “Indemnified Parties”).

- 1. Release and Waiver:** Man K9 hereby waives all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise), demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including without limitation death, dismemberment and emotional distress), or damages (whether to person, property or business and including without limitation all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profit’s or other damages of whatever nature), arising from the actions of or in any way related to the Police Dog from the date of this Agreement. Man K9 expressly acknowledges that **it** is familiar with Section 1542 of the California Civil Code which provides:

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

Man K9 expressly waives and relinquishes any right and benefit which he or she may have under Section 1542 of the California Civil Code, or any State or Federal statute or common law principle to similar effect, to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of the waiver and release set forth in this paragraph. Man K9 understands and acknowledges the significance and consequences of this specific waiver of Section 1542 of the California Civil Code.

- 2. Indemnity and Hold Harmless:** Man K9 shall indemnify, defend (with legal counsel selected by the City and paid for by Man K9) and hold the **City, its employees, officers, and elected officials**, harmless from and against any actions (whether legal, equitable, or

declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims and causes of action of whatever nature, costs, and expenses (including attorney fees), judgments, orders, decrees, liens, and other encumbrances, liabilities, injuries to person (including without limitation, death, dismemberment, and emotional distress), damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss or earnings, loss of earning capacity, loss of profits or other damages of whatever nature), arising from the actions of or in any way related to the Police Dog from the date of this Agreement forward.

3. **Notice of Claims:** Either Party shall provide written notice to the other party, within ten (10) calendar days of the service on, or delivery of any claim, demand, suit, action, or other proceeding arising out of or in any way related to the subject matter covered under this Agreement. A failure to notify the other Party precisely within ten (10) days shall not be deemed a waiver of other obligations in this agreement.

4. **Interpretation and Severability:** Man K9 further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full force and effect. This Agreement shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Police Dog occurring before the date of the Agreement. In a dispute about this agreement or to enforce the terms of this agreement, the prevailing party shall be entitled to its costs and reasonable attorney fees.

Man K9 represents that he or she has had an opportunity to read this Agreement and seek the advice of independent legal counsel and is entering into this Agreement voluntarily, with the understanding that any and all liability related to the Police Dog shall be deemed to rest with the Man K9 as of the date of signature below.

Name of Man K9 representative (Print): _____

Address: _____

Signature: _____ Date: _____

Notary's Acknowledgement Required

CITY OF TULARE

ASSET DISPOSAL/RETIREMENT FORM

I am requesting approval to dispose of or retire the following assets in the manner listed below:

Submitted by: _____ Date: _____

Title: _____ Department: _____ Phone Number: _____

Description of Property:

Method of Disposal/Retirement:

Signed:

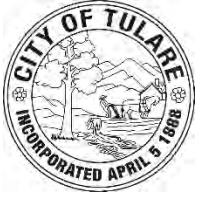
DEPARTMENT HEAD DATE

Reviewed and Approved:

FINANCE DIRECTOR DATE

Reviewed and Approved:

CITY MANAGER DATE



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.7
Consent

Department: Community Services - Senior Services

Submitted by: Community Services Director Jason Glick

Agenda Title: Kings/Tulare Area on Aging Agency (KTAAA) Amendments to the original agreement.

RECOMMENDED ACTION

Authorize City Manager or designee to sign both amendments between City of Tulare and K/TAAA for the Senior Center to provide meals for the senior citizens in our community.

SUMMARY

In August 2022, Council Approved KTAAA Agreement 22/23-05. Since August, KTAAA has submitted two amendments to the original agreement. The first amendment, transfers unused funds from the 2021/2022 fiscal year, to this current fiscal year. These funds include: CARES funds totaling \$17,352 and ARPA funds totaling \$122,745. The ARPA funds granted from KTAAA to the City have the requirement of a 10% match by the City. These funds were originally approved by City Council in May 2022.

The second amendment includes funds awarded to the City in the form of infrastructure funds totaling \$88,000. These funds are designated specifically towards certain items such as – new commercial grade dishwasher, vehicle, and ADA upgrades at the Senior Center.

FISCAL IMPACT & FUNDING SOURCE(S)

Additional funds to account 007-4450

LEGAL REVIEW

This item does not require review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If not approved, some programs and services will be affected at the Senior Center.

ATTACHMENTS

1. Amendment 1 and 2 of Agreement with KTAAA

Reviewed/Approved: _____

ATTACHMENT 1

AMENDMENT TO AGREEMENT BETWEEN
CITY OF TULARE
AND
KINGS/TULARE AREA AGENCY ON AGING

THIS AMENDMENT TO AGREEMENT number KTAAA 22/23-05 is entered into as of _____, 2022, between City of Tulare and the Kings/Tulare Area Agency on Aging.

ACCORDINGLY, IT IS AGREED:

1. Paragraph 7 '**CONTRACT AWARD AND UNITS OF SERVICE**' is revised to read: "Contractor shall be paid an amount not to exceed **FOUR HUNDRED FOUR THOUSAND FIVE HUNDRED SIXTY-FIVE dollars** (\$404,565) for service categories and contracted service units that shall include, without limitation, those services as per **Exhibit F**, entitled Contracted Award and Units of Services, which exhibit is made part of this Agreement by reference.
2. Exhibit "B", titled *Budget Detail, payment, Provisions, and Closeout* is revised to add the following:

Article I Section J. CARES Act

This contract includes \$17,352 in additional funding provided through CARES act funding.

CARES act funds are available until September 30, 2022.

CARES act funds can be used to maintain or increase baseline services and for expenses that enhance the delivery of services.

No match is required for CARES act funds

Article J. American Rescue Plan Funds (ARPA)

This contract includes \$122,745 in additional funding provided through ARPA funding.

ARPA funds are available until the end of this contract term, any unspent funds will carry over to the new contract term and will be available until **September 30, 2024**.

ARPA funds require a 10% match.

3. Exhibit "D", titled *Additional Provisions* is revised to add the following:

Article II Section G. Consolidated Appropriations Act Title III C-2

- i. The Contractor shall (1) track the number of units of service provided and the number of people served and (2) submit this data as directed.
- ii. Data related to the Consolidated Appropriations Act Title III C-2 shall not be submitted to the CARS database.

4. Exhibit "F", entitled *Contract Award and Units of Service*, is revised to read:

"Total Funding Award: \$404,565"

"Area Plan: \$264,468"

"CARES: \$17,352"

"ARPA: \$122,745"

"Title III-C-1: Nutrition; Funding: \$139,884"

"Area Plan: \$90,786"

"ARPA: \$49,098"

"Title III-C-2: Nutrition; Funding: \$264,681"

"Area Plan: \$173,682"

"CARES: \$17,352"

"ARPA: \$73,647"

5. Except for the revisions stated above, all other terms and condition of said Agreement shall remain in full force and effect.

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

K/T AAA

By _____ Date _____

Title _____

CONTRACTOR

By _____ Date _____

Title _____

By _____ Date _____

Title _____

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

AMENDMENT TO AGREEMENT BETWEEN
CITY OF TULARE
AND
KINGS/TULARE AREA AGENCY ON AGING

THIS AMENDMENT TO AGREEMENT number KTAAA 22/23-05 is entered into as of _____, 2022, between City of Tulare and the Kings/Tulare Area Agency on Aging.

ACCORDINGLY, IT IS AGREED:

1. Paragraph 7 ‘**CONTRACT AWARD AND UNITS OF SERVICE**’ is revised to read: “Contractor shall be paid an amount not to exceed **FOUR HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED SIXTY-FIVE dollars (\$492,565)** for service categories and contracted service units that shall include, without limitation, those services as per **Exhibit F**, entitled Contracted Award and Units of Services, which exhibit is made part of this Agreement by reference.

2. Exhibit “A” Article II, entitled *General Scope of Work*, is revised to add:
 - B. Provisions specific to Nutrition Infrastructure Grant Funds
 1. Infrastructure funds are available until the end of this contract term, any unspent funds will carry over to the new contract term and will be available until **December 31, 2023**.

 2. Contractor acknowledges that K/T AAA may make reasonable changes to its procedures in support of this grant and its requirements. If K/T AAA makes any changes to its procedures and guidelines, K/T AAA agrees to notify Contractor within a reasonable timeframe.

 32. Contractor agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided in the original contract must be submitted in writing to K/T AAA for prior approval.

 33. Contractor shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:
 - A. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers

 - B. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

 - C. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles

- D. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars
- E. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored
 - a. Contractor must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.
- F. Energy efficient light fixtures in kitchen or congregate meal service areas
- G. Installation costs (labor/materials) for allowable improvements and equipment
- H. Furniture, including table and chairs, for congregate meal service areas
- I. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes

34. Contractor shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

35. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.

- A. Contractor must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.
- B. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:
- C. "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."

D. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

36. The Contractor shall notify the K/T AAA of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.

37. Copies of all promotional materials will be provided to the K/T AAA.

NOTE: Revisions (Items 31-37) only apply to the added Nutrition Infrastructure Grant.

3. Exhibit "B" Article III, entitled *Program Specific Budget and Budget Revision*, is revised to add:

G. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, K/T AAA shall have the option to either cancel this Agreement with no liability, or offer an Agreement amendment to Contractor to reflect the reduced amount.

H. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by the State for the Fiscal Year(s) following that during which this Agreement was executed, the K/T AAA may exercise its option to cancel this Agreement.

I. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State which may affect the provisions or terms of funding of this Agreement in any manner.

4. Exhibit "F", entitled *Contract Award and Units of Service*, is revised to read:

"Total Funding Award: \$492,565"

"Area Plan: \$264,468"

"CARES: \$17,352"

"ARPA: \$122,745"

"Nutrition Infrastructure; Funding: \$88,000"

"Title III-C-1: Nutrition; Funding: \$139,884"

"Area Plan: \$90,786"

"ARPA: \$49,098"

"Title III-C-2: Nutrition; Funding: \$264,681"

"Area Plan: \$173,682"

"CARES: \$17,352"

"ARPA: \$73,647"

“Nutrition Infrastructure; Funding: \$88,000”

5. Except for the revisions stated above, all other terms and condition of said Agreement shall remain in full force and effect.

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

K/T AAA

By _____ Date _____

Title _____

CONTRACTOR

By _____ Date _____

Title _____

By _____ Date _____

Title _____

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



Staff Report

Meeting: City Council
Date: January 17, 2023

Department: Engineering Services - Engineering
Submitted by: Michael Miller, City Engineer
Agenda Title: Cooperative agreement between the City with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street

RECOMMENDED ACTION

Approve and authorize the Mayor to execute a cooperative agreement with the State of California for the funding and construction of a roundabout at the intersection of Tulare Avenue and Morrison Street, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

SUMMARY

Planning Commission Resolution No. 5355 adopted on December 23, 2019 approved the tentative map for the Farrar Estates subdivision located at the northwest corner of Tulare Avenue (State Route 137) and Morrison Street. The overall subdivision comprises approximately 76.5 acres consisting of 360 lots, and is being developed in phases. Phase 1 of Farrar Estates subdivision consists of 99 single-family residential lots, and 13 common lots for green space and landscaping. Based upon the findings of a traffic impact study prepared for the Farrar Estates subdivision, the installation of a traffic signal at the intersection of Tulare Avenue (State Route 137) and Morrison Street was made a condition of approval for Phase 1 of the subdivision.

In 2020, when the most recent Development Impact Fee (DIF) Study that serves as the basis of current fees was prepared, estimated project costs in the amount of \$350,000 were included for the future construction of a traffic signal at the intersection of Tulare Avenue and Morrison Street. New development was determined to be responsible for a 51% share of the estimated cost of those improvements, resulting in \$178,500 of DIF funding eligibility for the improvements. The remaining share of the estimated cost (49%, or \$171,500) was attributed to existing development, and would need to be paid for using other local funding sources, typically Measure R local funds or General Funds. Should actual construction costs exceed the \$350,000 identified in the City's DIF Program, the Developer would be responsible for the cost difference.

For over a year, the Developer of the Farrar Estates subdivision (Woodside Homes) has been seeking Caltrans approval and permitting for the construction of a traffic signal at the intersection of Tulare Avenue and Morrison Street. However, during their review of the traffic signal plans, Caltrans determined that they would prefer a roundabout at the intersection. Recognizing the substantially higher costs associated with a roundabout installation, Caltrans has offered to provide \$1.25 million of funding from their State Highway Operation and Protection Program (SHOPP). Doing so would necessitate the City acting as the project lead, whereby the City would undertake the construction of the improvements as a City project, and would receive SHOPP funding on a reimbursement basis. Caltrans has provided the attached

cooperative agreement detailing the terms and conditions for the City to receive the SHOPP funding.

The cost to construct a roundabout at the intersection of Tulare Avenue and Morrison Street has not yet been determined, but could exceed the \$1.6 million that would come from the combination of State and City funding sources. It will therefore be necessary for the City and the Developer of the Farrar Estates subdivision to enter into a development agreement securing their responsibility for covering any and all costs greater than the \$1.6 million that are incurred during construction of the improvements. Bonding would be required to protect the City in such event, and to ensure completion of the improvements.

Construction of a roundabout at the intersection of Tulare Avenue and Morrison Street would necessitate the closure of both roadways for a minimum of six weeks under a best-case scenario. During that time, traffic on Tulare Avenue would need to be detoured. The only option available utilizing City roadways would be to detour traffic onto Bardsley Avenue via Oakmore Street and Mooney Boulevard. This diversion of highway traffic would have significant impacts on the intersections of Bardsley Avenue/Oakmore Street, Bardsley Avenue/Morrison Street, Bardsley Avenue/Nelder Grove Street, and Bardsley Avenue/Mooney Boulevard. It could also significantly impact Mission Oak High School if construction coincides with school being in session.

FISCAL IMPACT & FUNDING SOURCE(S)

Through the execution of the subject cooperative agreement between the City and State, the City's would indicate that it is its intention to undertake the construction of a roundabout at the intersection of Tulare Avenue and Morrison Street. Since the allocation of SHOPP funds would require the approval of the California Transportation Commission, failure to follow through with completion of the improvements could reflect poorly on the City and jeopardize future efforts to secure State funding. With design of the roundabout not yet completed, a construction cost estimate is not yet available. However, the following funding sources would be utilized:

State of California SHOPP Funds (Caltrans reimbursement):	\$1,250,000
Transportation Development Impact Fees (DIF Fund 245):	\$178,500
Other City Funding (TBD):	\$171,500
Additional Developer Contribution (Future Development Agreement):	TBD

LEGAL REVIEW

The City Attorney has reviewed the subject Cooperative Agreement between the City and the State of California, and has approved it as to form.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny – Should Council deny the request to approve the cooperative agreement with the State, the Developer of the Farrar Estates subdivision would either be required to fund all costs associated with the roundabout construction in excess of the City's \$350,000 contribution, or attempt to gain Caltrans approval for the construction of a traffic signal instead of a roundabout. The Developer has indicated that the former alternative would not be financially feasible for them, and would most likely prevent their development of future phases of the subdivision.
3. Table – A delay in the City's approval of the cooperative agreement would prevent the State from meeting their internal deadlines for requesting the California Transportation Commission's programming of funds at their March 2023 meeting. This would significantly

delay the construction of the improvements, and could jeopardize the availability of State funding entirely.

ATTACHMENTS

1. Draft Cooperative Agreement

Reviewed/Approved: _____

COOPERATIVE AGREEMENT
State SHOPP Minor Funds Contribution

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Tulare, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code Sections 114 and 130.

The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

3. This AGREEMENT shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
4. CITY intends to construct Enhanced encroachment permit - In Tulare County in the City of Tulare on Route 137 at Morrison Street. within the State Highway System and is referred to herein as the PROJECT.
5. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay CITY in the amount of \$1,250,000 from SHOPP Minor funds required for the PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

SCOPE

8. CITY is responsible for completing all work for the PROJECT.
9. At no cost to CITY, CALTRANS will perform Quality Management to assure CITY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

INVOICE & PAYMENT

10. CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
11. CALTRANS will pay CITY within 45 (forty-five) calendar days of receipt of invoices.
12. PARTIES agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$1,250,000.
13. After PARTIES agree that all work for the PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this AGREEMENT.

GENERAL CONDITIONS

14. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
15. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
16. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
17. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.
18. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
19. CITY will retain all PROJECT related records for three (3) years after the final voucher.

HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

21. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.
22. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.
23. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.
24. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
25. HM-2 MANAGEMENT costs are PROJECT costs.
26. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
27. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

28. If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

29. This AGREEMENT is intended to be PARTIES final expression and supersedes all prior oral understandings pertaining to the PROJECT.
30. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.
31. This AGREEMENT will terminate upon CALTRANS' acceptance of the PROJECT. However, all indemnification and maintenance articles of this AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

PARTY – Any individual signatory party to AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to AGREEMENT.

DRAFT

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Ernesto Garcia, Project Manager
2015 E Shields Ave, Suite 100
Fresno, CA 93726
Mobile Phone: (559) 908-5492
Email: ernesto.garcia@dot.ca.gov

The primary Agreement contact person for CITY is:

Michael, Miller
411 East Kern
Tulare, CA 93274
Office Phone: (559) 684-4207
Email: mmiller@tulare.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____
Diana Gomez
District Director

Verification of funds and authority:

By: _____
Claudia Juarez
Acting District Budget Manager

Approved as to form and procedure:

By: _____
Meera Danday
Deputy Attorney

Certified as to financial terms and policies:

By: _____
Darwin Salmos
HQ Accounting Supervisor

CITY OF TULARE

By: _____
Marc Mondell
City Manager

Attest:

Name Tbd
Title TBD

Approved as to form and procedure:

Name Tbd
Title TBD

DRAFT



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.9
Consent

Department: Engineering Services - Engineering

Submitted by: Michael Miller, City Engineer

Agenda Title: Capital Improvements Project Dashboard for December 2022

RECOMMENDED ACTION

Accept the Capital Improvements Project Dashboard for December 2022.

SUMMARY

On December 16, 2014, the Tulare City Council adopted the Tulare Project Management System Program Policy (TPMS). The goal of the TPMS is to help the City accomplish significant projects on time, within budget, and in accordance with each project's clearly defined scope. The TPMS utilizes a systematic approach to project management with the following goals:

- Establish consistency in how projects are managed,
- Create department 5-year project plans,
- Improve pre-planning and preparation,
- Identify and implement management policies and procedures,
- Improve project cost tracking and project delivery,
- Formalize and improve project reporting, and
- Review and evaluate project successes or failures upon completion in order to improve on future projects.

Pursuant to the City Council's request, staff provides quarterly Capital Improvement Project Dashboards for all major capital projects that fall under City Council's purview. The dashboard provides a visual summary of the overall progress of the projects so that City Council is aware of their status. The dashboards identify the project number, project title, project phase, project manager, start date, end date, budget, expenditures/encumbrances, and special notes regarding the status and/or issues affecting the project.

The attached Capital Improvements Project Dashboard reflects the quarterly status of active projects as of December 2022. The dashboard uses a color metric for the completion status graphic (pie chart) that reflects the phase each project is in. *BLUE* shading indicates that the project is in the Design phase, *GREEN* shading indicates that the project is in the Environmental or Right-of-Way Acquisition phase, and *ORANGE* shading indicates that the project is in the Construction or Implementation phase.

FISCAL IMPACT & FUNDING SOURCE(S)

Receipt and approval of the Capital Improvement Project Dashboard will not result in any fiscal impact.

LEGAL REVIEW

Not applicable.

ALTERNATIVE ACTION

1. Approve with changes.
2. Deny – Action would not result in any notable impact.
3. Table – Action would not result in any notable impact.

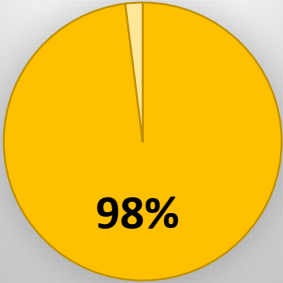

ATTACHMENTS

1. Capital Improvement Project Dashboard for December 2022.

Reviewed/Approved: _____

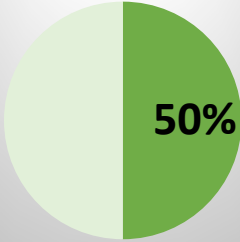
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

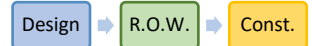
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0084: Pleasant Avenue Improvements	<i>District(s):</i> 1 & 2	Pavement management system and utility project on Pleasant between Cromley Street and "H" Street. Includes ADA concrete work and water, sewer and storm drain facilities.	Construction The project was broken into 6 phases. Phases A – E. Pleasant from Enterprise to H St. <i>Complete</i>	<i>Total Budget:</i> \$7,760,680	
	<i>Division:</i> Engineering			<i>Construction Award:</i> \$5,256,442.08	
	<i>Project Manager:</i> David Dodson	Realigns West Street intersection and installs improvements for future traffic signals.	Phase F – Pleasant / West traffic signal. Nearing completion.	<i>CO's to Date:</i> \$ 577,452.94 (11.0%)	Expected Completion: March 2023 
	<i>Engineer:</i> Provost & Pritchard	Funding: Measure R, Water CIP, Sewer CIP		<i>SCE Undergrounding</i> \$327,030	
<i>Contractor:</i> Dawson-Mauldin, LLC.	<i>Total Contract:</i> \$6,160,925.02				
			<i>Contract Working Days:</i> 220 / 225		

CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

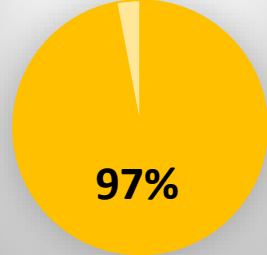
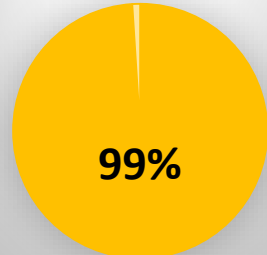
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0088: Prosperity / West Traffic Signal	<i>District(s):</i> 1 & 2	Expansion project to install a traffic signal at the intersection of Prosperity and West. Includes ROW acquisition to allow placement of facilities at their ultimate location. Includes ADA concrete work, sewer water, storm drain, and TID facilities. Funding: Measure R, Gas Tax, Water CIP, Sewer CIP	Design is complete, and ROW acquisition is ongoing. Anticipated to bid in Spring 2023 pending ROW acquisition status. <i>*The Engineer's Estimate has been updated based on anticipated escalated material and labor prices seen on recent projects, unforeseeable at the time this project was budgeted. Based on this, it is likely that a budget amendment will be necessary at the time of contract award.</i>	Total Budget: \$3,486,840	 <p>50%</p>
	<i>Division:</i> Engineering			Construction Estimate: \$3,295,446	
	<i>Project Manager:</i> Michael Miller			CO's to Date: N/A	
	<i>Engineer:</i> QK			Total Contract: TBD	
	<i>Contractor:</i> TBD			Contract Working Days: TBD	

Expected Completion
Fall 2023



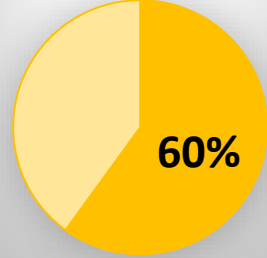
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts		Description	Progress Update	Project Budget	Completion	
EN0090 – Sequoia-Spruce Tracts Improvements	<i>District(s):</i>	3	Pavement management system and utility project on Spruce St. (Bardsley-Tulare), Sierra (Hwy 99-Spruce), Sierra/Sequoia Alley (Hwy 99-Spruce), Sequoia (Dayton-Spruce), and adjacent alleys. Includes ADA concrete work, water, sewer, and storm drain facilities. Funding: Measure R, Gas Tax SB1 (RMRA), Water CIP, Sewer CIP, Storm Drain CIP	Construction The project was broken into 5 phases. Phase 1-4 - Spruce from Bardsley to Sierra, Kern & Sequoia from Dayton to Spruce. <i>Complete.</i> Phase 5 - Spruce from Sierra to Tulare. Concerns over condition of paving. <i>Pending Remediation</i>	Total Budget:	\$8,169,148	 <p>97%</p> <p>Expected Completion:</p> <p>Spring 2023</p> <p>Design → R.O.W. → Const.</p>
	<i>Division:</i>	Engineering			Contract Award:	\$6,045,366.78	
	<i>Project Manager:</i>	David Dodson			CO's to Date:	\$66,708.99 (1.10%)	
	<i>Engineer:</i>	Peters Engineering Group			Total Contract:	\$6,112,075.77	
	<i>Contractor:</i>	99 Pipeline, Inc.			Contract Working Days:	270 / 274	
EN0091: Elliott Tract Improvements	<i>District(s):</i>	1	Pavement management system and utility project on Owens (West-Santa Clara), Los Angeles (Bardsley-Owens), Elm (West-Sacramento), and Santa Clara (Bardsley-Inyo). Includes ADA concrete work and water, sewer and storm drain facilities. Funding: Gas Tax, Gas Tax (RMRA) SB1, Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP	Construction The project was broken into 5 phases. Phase 1,2,3,4 - Los Angeles & Santa Clara from Sonora to Inyo, Elm from Sacramento to West, Los Angeles from Bardsley to Sonora. <i>Complete.</i> Phase 5 - Santa Clara from Bardsley to Sonora. <i>Nearly Complete</i>	Total Budget:	\$5,566,373	 <p>99%</p> <p>Expected Completion:</p> <p>Spring 2023</p> <p>Design → R.O.W. → Const.</p>
	<i>Division:</i>	Engineering			Contract Award:	\$4,136,815.00	
	<i>Project Manager:</i>	David Dodson			CO's to Date:	\$48,082.44 (1.16%)	
	<i>Engineer:</i>	4Creeks			Total Contract:	\$4,184,897.44	
	<i>Contractor:</i>	Dawson-Mauldin, LLC.			Contract Working Days:	192 / 198	

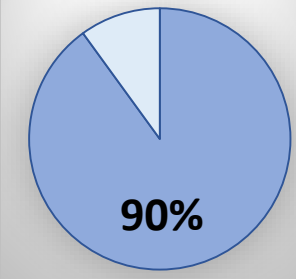

CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0092: Pratt St. / Mefford- Choice Tracts Improvements	<i>District(s):</i> 1 & 2	Pavement management system and utility project on Pratt (Bardsley-Inyo), Walter (Bardsley-Elm), Oliver (Bardsley-Elm), Cleveland (Bardsley-Elm), Victoria (Bardsley-Elm), Elm (Howard-D Street), and "C" Street (Elm-Alpine). Includes ADA concrete work and water, sewer and storm drain facilities. Funding: Measure R, Gas Tax, CDBG, Gas Tax (RMRA) SB1, Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP	Construction: <i>Started 2/25/22; Project was broken into 5 Phases</i> Phase 1 - Walter & Oliver from Bardsley to Elm. Utilities. Phase 5 - Elm from Pratt to D St.; C St. from Elm to Sonora. Complete. Phase 3 - Pratt from Bardsley to Sonora. Ongoing. Phase 4 - Pratt from Sonora to Inyo. Ongoing. Phase 2 - Elm from Howard to D St., Cleveland & Victoria from Bardsley to Elm. Pending.	Budget: \$8,697,765	 <p>Expected Completion: Summer 2023</p> <p>Design → R.O.W. → Const.</p>
	<i>Division:</i> Engineering			Construction \$6,782,289.60	
	<i>Project Manager:</i> David Dodson			Contract Award:	
	<i>Designer / Engineer:</i> Provost & Pritchard			CO's to Date: -\$16,453.11 (0.24%)	
	<i>Contractor:</i> Dawson-Mauldin, LLC.			Total Contract: \$6,765,836.49	
				Contract Working Days: 206 / 230	

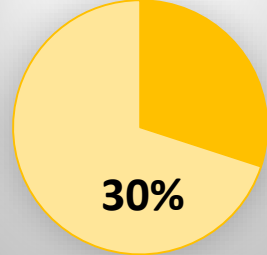
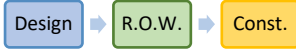
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

EN0093: Prosperity & J St. Intersection Improvements	<i>District(s):</i> 2	CRISI Grant funded project to add protected left movements for E/bound & W/bound traffic at Prosperity and J Street, add a pre-signal in advance of the UPRR crossing, and install ADA compliant pedestrian improvements.	Design: Design and coordination with Union Pacific Railroad is ongoing.	Budget: \$2,800,000	 <p>90%</p>
	<i>Division:</i> Engineering			<i>Construction Estimate (City Portion):</i> \$700,000	
	<i>Project Manager:</i> Michael Miller			<i>CO's to Date:</i> N/A	
	<i>Designer / Engineer:</i> Peters Engineering Group			<i>Total Contract:</i> TBD	
	<i>Contractor:</i> TBD	Funding: Gas Tax (HUTA), CRISI Grant	<i>Contract Working Days:</i> TBD		
Expected Completion: Winter 2023					

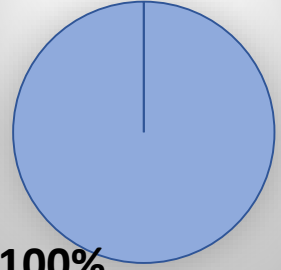
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0094: Sycamore & San Joaquin Improvements	<i>District(s):</i> 4	Pavement Management System / Utility project on King Ave. between O St. and Cherry St.; Sycamore Ave. between Cherry St. and Blackstone St.; San Joaquin Ave. between O St. and Blackstone St.; Madden St. between Tulare Ave. and King St.; Delwood St. between Sycamore Ave. and San Joaquin Ave.; and N. Highland St. between Tulare Ave. and Sycamore Ave. Includes ADA Concrete work, Water, Sewer and Surface Water facilities. Funding: Gas Tax (RMRA), CDBG, Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP	Construction: <i>Started 5/24/22; Project was broken into 6 Phases.</i> Phase 5 - San Joaquin from O St. to Cherry. Complete. Phase 1 - King from O St. to Cherry, Madden from Tulare to King. Ongoing. Phase 2 - Cherry from King to San Joaquin. Ongoing. Phase 3 - San Joaquin from Cherry to Hwy 99, Blackstone from Sycamore to San Joaquin. Ongoing. Phase 4 - San Joaquin from Cherry to Blackstone. Pending. Phase 6 - Sycamore from Cherry to Blackstone, Delwood from Sycamore to San Joaquin, Highland from Tulare to Sycamore. Pending.	<i>Budget:</i> \$8,743,192	 <p style="text-align: center; font-size: 24pt; font-weight: bold;">30%</p>
	<i>Division:</i> Engineering			<i>Construction Contract Award:</i>	
	<i>Project Manager:</i> David Dodson			<i>CO's to Date:</i> \$20,535.00 (0.31%)	
	<i>Designer / Engineer:</i> Peters Engineering Group			<i>Total Contract:</i> \$6,673,020.50	
	<i>Contractor:</i> Floyd Johnston Construction			<i>Contract Working Days:</i> 121 / 240	
					<p>Expected Completion: Summer 2023</p> 

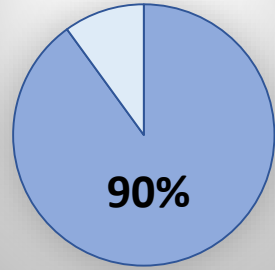
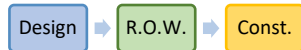
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0095: Academy & Apricot Improvements	<i>District(s):</i> 4	Pavement Management System / Utility project on Apricot Ave. between Gem St. and Blackstone St.; Academy Ave. between Gem St. and Blackstone Ave.; Pine Dr. between Academy Ave. and Highland St.; E. La Mesa Dr. between Academy Ave. and Blackstone St.; N. Gem St. between San Joaquin Ave. and Academy Ave.; Highland St. between San Joaquin Ave. and the Santa Fe Trail; and Olympic Ct. at Apricot Ave. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.	Design The design is complete. <i>*Due to industry-wide cost escalation and funding uncertainty, bidding of the project is on hold.</i> Bidding & Award: This contract will be brought to the City Council and Board of Public Utilities for approval. <i>The Engineer's Estimate has been updated based on anticipated escalated material and labor prices seen on recent projects, unforeseeable at the time this project was budgeted.</i>	<i>Budget:</i> \$7,434,068	 <p>100%</p> <p>Expected Completion: TBD*</p> <p>Design → R.O.W. → Const.</p>
	<i>Division:</i> Engineering			<i>Construction Estimate (City Portion):</i> \$6,881,770	
	<i>Project Manager:</i> David Dodson			<i>CO's to Date:</i> N/A	
	<i>Designer / Engineer:</i> 4 Creeks			<i>Total Contract:</i> TBD	
	<i>Contractor:</i> TBD			<i>Contract Working Days:</i> TBD	
	<i>Funding:</i> Gas Tax (RMRA/HUTA), Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP				

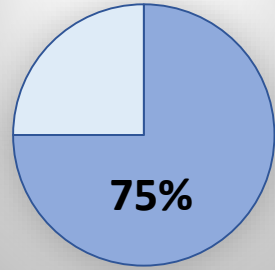
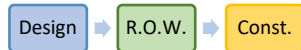
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0098: Streets Northeast of Tulare Ave. & Dayton St. Improvements	<i>District(s):</i> 3	Pavement Management System / Utility project on Academy Ave. between Dayton St. and Laspina St; Stanley Dr. between Lane St. and Academy Ave.; La Mesa Ave. between Dayton St. and Spruce St.; Burton Ave. east of Lane St.; Miracle Ct.; Dayton St. between Tulare Ave. and La Mesa Ave.; Lane St. between Tulare Ave. and Burton Ave.; and Canby St. between Tulare Ave. and the Santa Fe Trail. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.	City Council awarded the Design contract to Peters Engineering Group on 6/21/22. Design: 90% design review has been completed. Working on 100% submittals.	<i>Budget:</i> \$6,807,467	 <p style="text-align: center; font-size: 24px; font-weight: bold;">90%</p>
	<i>Division:</i> Engineering			<i>Construction Estimate:</i> \$4,473,139	
	<i>Project Manager:</i> David Dodson			<i>CO's to Date:</i> N/A	
	<i>Designer / Engineer:</i> Peters Engineering Group			<i>Total Contract:</i> TBD	
	<i>Contractor:</i> TBD			<i>Contract Working Days:</i> TBD	
		Funding: Gas Tax (HUTA), CRISI Grant			Expected Completion: Spring 2024 

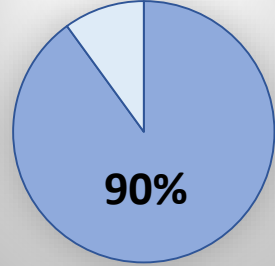
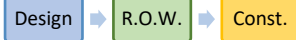
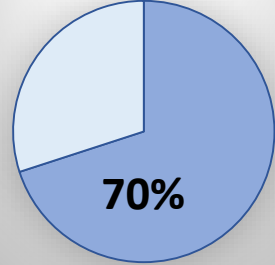
CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
EN0099: Streets Northeast of Tulare Ave. & Canby St. Improvements	<i>District(s):</i> 3 & 5	Pavement Management System / Utility project on Tulare Ave./Cheryl Lane Alley between Canby St. and Mt. View St.; Cheryl Lane at Laspina St.; Academy Ave. between Laspina St. and Mt. View St.; Burton Ave. west of Laspina to east of Mt. View St.; Eastgate Ave. west of Laspina St. to Mt. View St.; Vineland Ave. between Laspina St. and Mt. View St.; and Fairwind Ct. at Vineland Ave. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.	<i>City Council awarded the Design contract to 4 Creeks on 6/21/22.</i> Design: Work on 90% design plans underway, with design review expected in late January 2023.	<i>Budget:</i> \$5,521,134	 <p style="text-align: center; font-size: 24px; font-weight: bold;">75%</p>
	<i>Division:</i> Engineering			<i>Construction Estimate:</i> \$3,620,698	
	<i>Project Manager:</i> David Dodson			<i>CO's to Date:</i> N/A	
	<i>Designer / Engineer:</i> 4 Creeks			<i>Total Contract:</i> TBD	
	<i>Contractor:</i> TBD			<i>Contract Working Days:</i> TBD	
		Funding: Gas Tax (HUTA), CRISI Grant			Expected Completion: Spring 2024 

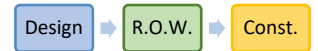
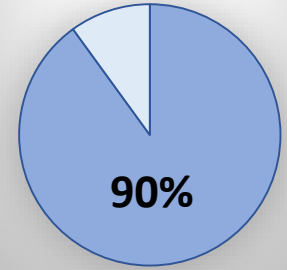
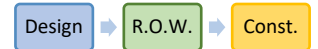
CAPITAL IMPROVEMENT PROJECT DASHBOARD

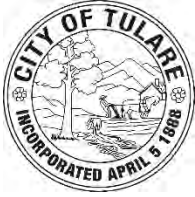
Date: December 20, 2022

Project Name	Contacts		Description	Progress Update	Project Budget	Completion
FM0046 – Courthouse Renovation / Parking Lot Rehabilitation	<i>District(s):</i>	ALL	Remodel the existing courthouse adjacent to City Hall to allow occupancy by the Police Department and other potential interim uses. (e.g. Business Incubator) ; Rehabilitate the City Hall/Courthouse/Police Department parking lot to address security, ADA compliance, drainage, pavement and circulation issues. Funding: ARPA, 2018 Lease Revenue Bonds	City Council awarded the Design contract to 4 Creeks on 6/7/22. Design: The design of the former Courthouse building and parking lot rehabilitation/ reconfiguration is 90% complete. Bidding is anticipated Early 2023.	Total Budget: \$3,000,000	 <p>90%</p>
	<i>Division:</i>	Engineering			Construction Estimate: TBD	
	<i>Project Manager:</i>	Michael Miller			CO's to Date: N/A	
	<i>Engineer:</i>	4 Creeks			Total Construction Contract: TBD	
	<i>Contractor:</i>	TBD			Contract Working Days: TBD	
Expected Completion: Summer/Fall 2023						
FM0048 – Homeless Shelter	<i>District(s):</i>	ALL	Construct an emergency homeless shelter facility consisting of perimeter fencing, parking, exterior lighting, modular office building, restroom and shower facilities (trailers), modular classrooms, food pantry, laundry, modular housing units, storage containers, dog kennels, and 20,000 SF	City Council awarded a contract to 4 Creeks on 7/19/22. Design: The design is 70% complete. Bidding is anticipated Spring 2023.	Total Budget: \$3,500,000	 <p>70%</p>
	<i>Division:</i>	Engineering			Construction Estimate: TBD	
	<i>Project Manager:</i>	Michael Miller			CO's to Date: N/A	
	<i>Engineer/ Architect:</i>	4 Creeks			Total Construction Contract: TBD	
	<i>Contractor:</i>	TBD			Contract Working Days: TBD	
Expected Completion: Fall 2023						

CAPITAL IMPROVEMENT PROJECT DASHBOARD

Date: December 20, 2022

Project Name	Contacts	Description	Progress Update	Project Budget	Completion	
		steel building primary shelter structure. Funding: ARPA	<i>*Temporary Site: Property Acquisition complete; Under Construction.</i>			
PK0033 – Zumwalt Park Re-Development	<i>District(s):</i>	3	Redevelop Zumwalt Park to include an Amphitheater, playground and splash pad. <i>City Council awarded a contract to RRM Design Group on 6/21/22.</i> <i>Design: The design is 90% complete.</i> <i>Bidding is anticipated Early 2023.</i>	<i>Total Budget:</i>	\$5,000,000	 <p>90%</p>
	<i>Division:</i>	Engineering		<i>Construction Estimate:</i>	TBD	
	<i>Project Manager:</i>	Michael Miller		<i>CO's to Date:</i>	N/A	
	<i>Engineer/Architect:</i>	Lane Engineers / RRM Design Group		<i>Total Construction Contract:</i>	TBD	
	<i>Contractor:</i>	TBD		<i>Contract Working Days:</i>	TBD	
		Funding: ARPA			Expected Completion: Fall 2023 	



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.10
Consent

Department: Finance

Submitted by: J. Diego Ibanez, Chief Financial Officer

Agenda Title: Contract with InfoSend, Inc. of Anaheim, CA for printing and mailing services.

RECOMMENDED ACTION

Approve a contract with InfoSend, Inc. of Anaheim CA, subject to minor and conforming changes approved by the city manager and city attorney, for a two-year term with 5 optional one-year extensions for an estimated annual amount of \$180,000 for data processing, printing, and mailing of utility bills and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the awarded amount.

SUMMARY

The City contracts with a third party for printing and mailing services for Utility Billing. In September 2022, the City was contacted by the current printing vendor, and we were notified of an urgent issue that would impact the utility bills being delivered to residents in a timely manner. Upon exploration of the issue, it was identified that there was a staffing issue within the bill print company and there were no built-in business resilience or contingency plans. Through repeated communications with vendor, city staff was able to work with the vendor to ensure that utility bills were still delivered in a timely manner.

During this process, staff explored alternative options in case the current vendor was not able to complete the billing process. The City of Tulare Utility Billing processes utilize an XML data export to communicate the billing information to the print vendor. XML is an industry standard that is very flexible, efficient and well suited for this task. However, XML requires a bill print vendor to have created a bill format that allows the data for each customer to be displayed properly. The process of creating this bill format is an 8 to 10-week process

While exploring alternatives, it became apparent that partnering with a bill print vendor that has business resilience and contingency plans built in to their business process is critical to the ongoing utility services provided by the City of Tulare.

One of the industry leaders staff reached out to is InfoSend, Inc of Anaheim, CA. InfoSend has been in business over 25 years and they have become a leader in the industry supporting over 700 clients nationwide. Approximately 70 percent of Infosend's client base are public agencies with over 300 California public utilities. Infosend operates four facilities around the United States. The corporate headquarters and western production facility is in Anaheim, CA, with other locations in Downers Grove, IL; Carrollton, TX; and Fort Myers, FL. They are true "job based" organization. This means, all of the information required to process a job is included in the job documentation. The job has the ability to be performed by any production staff member, and if needed can be rerouted to a different production facility. Bill production and mailing are not dependent on any single staff member or production facility.

In April 2022, the City of Oceanside, California entered into a contract with Infosend for the printing and mailing of their utility bills. This contract was the result of an RFP that was issued in October 2021. Included in the RFP is a “Public Agency Clause” which states the intention of the RFP is that any other public agency in the State of California shall have the option to participate in the award as a result of the solicitation. The City of Tulare Purchasing Policy explicitly allows for cooperative purchasing or the “piggybacking” of contracts.

City staff worked with Infosend to develop a contract that is based on the City’s printing volumes, but utilizes the pricing from the Oceanside RFP response. The City will only be charged for actual services performed.

The City of Tulare Board of Public Utilities Commissioners approved the contract on December 15, 2022.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding appropriation for this contract currently exists in the approved FY 22-23 budget. The estimated amount of the contract is \$180,000 for data processing, printing, and mailing of utility bill; the General Fund and several Enterprise funds use these services and will cover the contract expense.

LEGAL REVIEW

Staff consulted with City Attorney regarding “piggybacking” of contracts and agreed for staff to proceed and within the City of Tulare’s purchasing policy.

ALTERNATIVE ACTION

1. Approve with changes – will wait for City Council discussion and City Manager direction.
2. Deny – City of Tulare would continue to use the services of current vendor and provider PacWest.
3. Table – City of Tulare would continue to use the services of current vendor and provider PacWest

ATTACHMENTS

1. InfoSend Master Service Agreement
2. Exhibit A – Scope of InfoSend Primary Services

Reviewed/Approved: _____

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between, City of Tulare a municipal corporation, having its main office at 411 East Kern Avenue, Tulare, CA 93274 (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 **Term**^[JB1]_[RW2]

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of ~~three-two (32)~~ years ("Initial Term") from the Effective Date. This Agreement will ~~automatically renew for up to five (5) for successive twoone (21)~~ year periods ("Renewal Terms") upon mutual agreement by the Parties, unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee [JB3][RW4]

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

If terminated early for the reasons listed above during the Initial Term, the discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). If terminated early for the reasons listed above during a Renewal Term, the discontinuance fee will be equal to one (1) month of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional service fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extraordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 15 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend

Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend’s Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O: Diego Ibanez, Chief Financial Officer

411 East Kern

Tulare CA 93274 C/O (Department [JB5]): _____

Address: _____

To InfoSend:

C/O: President

Address: 4240 E. La Palma Avenue

Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client’s business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client’s written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a “Request to Disclose”) from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend’s business (the “Confidential Information”), which Confidential Information shall include InfoSend’s operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto. Infosend acknowledges City is a public entity and has requirements under the California Public Records Act that may supersede these terms [RW6].

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work (“SOW”), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work (“SOW”), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client’s and User’s activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client’s sole responsibility to verify that the content that InfoSend’s applications will produce on Client’s behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. ~~The aggregate liability of InfoSend and its~~

~~Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim [RW7].~~

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

NOT APPLICABLE

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Tulare (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins `as({# requested[JB1][RW2]}).`

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

NOT APPLICABLE

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Tulare (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend may adjust the InfoSend Fees once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> 25,000 - Printed
<u>Number of Batches Monthly</u> TBD

Section 3. DPPM Fees:

Document Production Summary	
Group 1 - Utility Statement, Past Due Notice, Delinquent Notice, Final Delinquent Notices Printed up to 3/3 on One 20# Page with Standard Outgoing and Return Envelopes	\$0.128 per document
Utility Statement, Business License Delinquent, Business License Renewal Printed up to 4/4 on One 20# Page with Standard Outbound & Return Envelopes	\$0.133 per document
Business License Certificate Printed up to 3/1 on One 90# Page with Standard Outbound Envelope	\$0.166

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	Not Required - Currently implemented
Setup Fee - Data Only Input Files	Not Required - Currently implemented
Data Processing Fee (per document)	\$0.006

Printing and Mailing Service	
USPS Postage	Pass-through
Print Color Options (colors per side)	\$0.070 for up to 3/3 printing \$0.075 for up to 4/4 printing
Inline Insert Print Fee	\$0.055 Black printing \$0.075 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$15.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.30
Address Updates	\$0.35 NCOA \$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.02
Standard Return #9 Envelope	\$0.017
Certificate Form - 90# White with Perforation	\$0.07
Outgoing Flat Envelope - used for mail pieces with excess pages	\$0.18

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.011
Inserting Fee	\$0.011 per insert

Optional Document Services	
Enhanced Print Quality	\$0.015
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.006 - For 6 Months of Retention \$0.012 - For 12 Months of Retention
Electronic Bill Presentments (Price for Utility Bills-Includes 6 Months Retention and Hosting)	
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.011 per image InfoSend Batch File \$0.013 per image Custom File Format
Professional Services Rate (per hour)	\$155
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract. InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates - NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.

The information in this proposal is confidential and is not to be used or disclosed except to the recipient's employees, officers and agents engaged in evaluating this proposal. 2

- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.

Remit Tracking: for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

25,000 mail pieces per month x \$0.455 x 2 = \$22,750.00

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Tulare (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$155.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

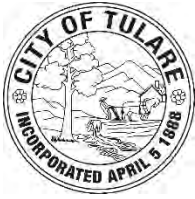
Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific

terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.11
Consent

Department: City Manager

Submitted by: Marc Mondell, City Manager

Agenda Title: Changes to the City's Non-Utility Position Control Budget

RECOMMENDED ACTION

Adopt a resolution amending the City's Non-Utility Position Control Budget including: eliminating one (1) Senior Management Analyst and one (1) Deputy City Manager; adding one (1) Assistant Finance Director and one (1) Assistant City Manager; and, changing the salary range for the position of Police Chief.

SUMMARY

The City Manager is required to bring any additions to the PCB of authorized positions or any changes in any position's salary range to be made during the fiscal year to the Council for further approval. The City Manager is authorized to make changes to job descriptions, including without limitation title changes that do not affect the positional role in the PCB or the positional salary range, to make changes to job responsibilities that do not affect the PCB or require approval as part of the collective bargaining process, and to re-allocate funding sources.

Several circumstances warrant the need for changes to the City's Non-Utility Position Control Budget, approved by Council on June 2, 2022. After conducting a salary analysis of Department Head classifications of the City's eight (8) comparable cities, assessing internal alignment and evaluating the data collected, the Human Resources Director has identified that a classification change to a vacant position in the Finance Department is warranted along with salary change to the Police Chief classification and a title and salary change to the Deputy City Manager classification.

Finance Department:

The Finance Department currently has a vacant Senior Management Analyst position. Prior to that classification, the position was classified as an Assistant Finance Director. The work program and responsibilities in the Finance Department continues to grow. The Department is currently led by the Chief Financial Officer and one Manager. Allocating the vacant position at the Assistant Finance Director level provides much needed management support for the Chief Financial Officer and the Finance Department operations. It also aligns internally with the Assistant Public Works Director salary.

Administration:

The Deputy City Manager assists the City Manager in planning, directing, managing and reviewing the activities and operations of the City of Tulare. The Deputy City Manager also been given responsibility for oversight of assigned departments such as Community Services, Human Resources and Public Works with the recent reorganization. After conducting a salary survey of the City's comparable agencies, it is recommended that this position's salary range be increased by 8% percent which will bring it closer in alignment internally and among our

comparable agencies. It is also recommended that the title be changed from Deputy City Manager to Assistant City Manager which the industry standard for a full-service City of our size.

Police Department:

The salary and benefit increases given to the Police Management Group and Police Officer Union in July of 2022 created internal alignment issues and compaction between the Police Captain and Police Chief classifications. Along with a 4.5% salary increase in July of 2022, Police Captains were afforded service pay up to 8.83% (based on years of service) which was not extended to the Police Chief who is in the department head group. At that same time the Police Chief classification received a 3% increase. Prior to the negotiated changes, the compensation gap between the Police Captain and Police Chief was 17%. The negotiated changes in salary and benefits for Police Captains closed the gap between the Police Chief classification to 9%. It is recommended that the Police Chief salary range be increased by 8% which will bring that position back to the internal alignment level from to negotiated increases to the Police Captain classification.

FISCAL IMPACT & FUNDING SOURCE(S)

The above recommendations have an increased annual impact on the General Fund of \$63,741.86.

	<u>Current Monthly Salary</u>	<u>Recommended Monthly Salary</u>	<u>Annual Increase Increase to GF</u>
• Assistant Finance Director	\$6,618.38/mo.	\$9,696.10/mo.	\$36,932.64
• Assistant City Manager	\$13,475.84/mo.	\$14,553.91/mo.	\$12,936.84
• Police Chief	\$14,450.46/mo.	\$15,606.50/mo.	\$13,872.48

LEGAL REVIEW

No legal review required.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Resolution adopting proposed changes

Reviewed/Approved: _____

RESOLUTION 2023-

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE
AMENDING THE NON-UTILITY POSITION CONTROL BUDGET AND SALARY
SCHEDULE**

WHEREAS, the Position Control Budget (PCB) sets the authorized positions for the fiscal year; and

WHEREAS, staff has identified needed compensation adjustments, position deletions and additions, and classification changes to the PCB and to the City's established salary schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tulare, that the following changes to the City's Utility Position Control Budget (PCB) and Salary Schedule are hereby adopted.

1. Add one (1) position of Assistant Finance Director, salary code 2000, monthly salary range: \$8,794.66-\$10,689.95.
2. Add one (1) position of Assistant City Manager, salary code 1010, monthly salary range: \$11,973.55-\$14,553.91.
3. Change the salary range for the position of Police Chief, salary code 1080, from \$11,888.40-\$14,450.46 to \$12,839.47-\$15,606.50.
4. Delete one (1) position of Senior Management Analyst, salary code 2210.
5. Delete one (1) position of Deputy City Manager, salary code 1020.

PASSED, APPROVED, AND ADOPTED on this 17th day of January, 2023.

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

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

I, Marc Mondell, City Clerk of the City of Tulare, do hereby certify that the foregoing Resolution 2023- was duly and regularly adopted by the City Council of the City of Tulare, California, at a meeting held on January 17, 2023, by the following vote:

AYES: Councilmembers

NOES: None

ABSENT: None

ABSTAIN: None

Dated: January ____, 2023

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.12
Consent

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Aviation Committee Appointment

RECOMMENDED ACTION

Confirm the Planning Commission nomination of Commissioner Chad Petersen to serve on the Aviation Committee as the Planning Commission representative.

SUMMARY

The Aviation Committee consists of five members: one Planning Commissioner appointed by the Planning Commission and confirmed by Council, one airport lease holder appointed by the mayor and confirmed by Council, and three members appointed by the mayor and confirmed by Council. At the January 9, 2023, Planning Commission meeting, Commissioner Chad Petersen was nominated by the Planning Commission to serve as a member of the Aviation Committee. Mr. Petersen expressed his desire and excitement to be involved in the discussions and recommendations put forth by the Aviation Committee.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require legal review.

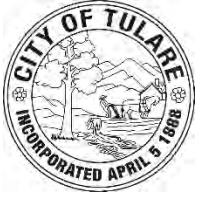
ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

None

Reviewed/Approved: _____



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.13
Consent

Department: Finance

Submitted by: Chief Financial Officer J. Diego Ibanez

Agenda Title: December 2022 Investments Report

RECOMMENDED ACTION

Accept the monthly investments report for December 2022.

SUMMARY

The investments report for December 2022 is submitted for Council review and acceptance.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item did not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. December 2022 Investments Report

Reviewed/Approved: _____

CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
December 31, 2022

<u>TYPE OF INVESTMENT</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>BOOK VALUE % OF TOTAL</u>
UNRESTRICTED INVESTMENTS - SEE PAGE 2	213,959,454	196,847,243	0.730%	94.22%
RESTRICTED INVESTMENTS - SEE PAGE 3	<u>13,135,906</u>	<u>13,135,906</u>	N/A	<u>5.78%</u>
TOTAL INVESTMENTS	<u><u>227,095,360</u></u>	<u><u>209,983,149</u></u>	N/A	<u><u>100.00%</u></u>


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

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

Presented to the City Council on January 17,2023.

Presented to the Board of Public Utility Commissioners on January 19,2023.

Respectfully submitted, J. Diego Ibanez, Chief Financial Ofifcer



 Date 1/10/23

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
December 31, 2022

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED	BOOK
		ACQUISITION MATURITY	STATED CURRENT YIELD	PAR VALUE	GAIN/(LOSS): THIS MONTH LAST MONTH		EARNINGS: ANNUAL THIS MONTH	VALUE % OF UI-	
Petty Cash	N/A	N/A N/A	N/A None	N/A	12,900 12,900	N/A N/A	N/A N/A	0.01%	
Checking Account - City	Wells Fargo Bank	N/A On Demand	N/A None	N/A	20,895,116 20,895,116	N/A N/A	N/A N/A	9.77%	
					Balance per bank is \$5,302038				
Local Agency Investment Fund (LAIF)	State of California	Various On Demand	N/A 0.365%	N/A	35,183,382 34,787,694	(395,689) (61,973)	128,419 10,702	16.44%	
Sub-Total			N/A 0.231%	N/A	56,091,398 55,695,710	(395,689) (61,973)	128,419 10,702	26.22%	
Fixed Income Investments	Various (See page 4-7)		N/A	N/A	Per BNY WTC 157,868,056	(16,716,523)	1,308,760	73.78%	
Investments in Safekeeping With BNY Western Trust Company			0.880%		141,151,533	(16,945,850)	109,063		
TOTAL UNRESTRICTED INVESTMENTS			N/A 0.730%	N/A	213,959,454 196,847,243	(17,112,211) (17,007,823)	1,437,179 119,765	100.00%	

* LAIF market values are based on the most currently available amortized cost information - March 31, 2022:

0.988753538

~ UI = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
December 31, 2022

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):								
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	3,405,811	3,405,811	10-30-22
				Reserve Fund		<u>3,405,811</u>	<u>3,405,811</u>	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	17	17	10-31-22
First American Govt Fd	U.S. Bank Trust			Various	N/A	49,321	49,321	08-31-22
				Reserve Fund				
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	5,032,685	5,032,685	10-
				Reserve Fund		<u>5,082,023</u>	<u>5,082,023</u>	10-31-22
2016 Sewer Revenue Refunding Bonds (Account No. 231687000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,107,100	1,107,100	10-31-22
						<u>1,107,100</u>	<u>1,107,100</u>	
2020 Sewer Revenue Refunding Bonds (Account No. 230396000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	16,302	16,302	10-31-22
						<u>16,302</u>	<u>16,302</u>	
2017 Water Revenue Bonds (Account No. 219189000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,107,100	1,107,100	10-31-22
						<u>1,107,100</u>	<u>1,107,100</u>	
2020 Water Revenue Bonds (Account No. 250953000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	648,388	648,388	10-31-22
						<u>648,388</u>	<u>648,388</u>	
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,769,182	1,769,182	10-31-22
						<u>1,769,182</u>	<u>1,769,182</u>	
TOTAL RESTRICTED INVESTMENTS						<u>13,135,906</u>	<u>13,135,906</u>	
	<i>Book Value % of Total Investments =</i>				5.78%			

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
December 31, 2022

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS): THIS MONTH	EARNINGS: ANNUAL THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS</u>								
			**			Per BNY WTC		
Federal Farm Credit Bks Funding Corp		06-17-20		0.580%	2,000,000	2,000,000	(120,780)	11,600
	3133ELJ47	06-17-24	C	0.600%		1,879,220	(126,340)	967
Federal National Mortgage Assn		08-25-20		0.520%	2,000,000	2,000,000	(168,280)	10,400
	3136G4T52	02-25-25	C	0.550%		1,831,720	(172,980)	867
Federal National Mortgage Assn		08-27-20		0.600%	2,000,000	2,000,000	(180,140)	12,000
	3136G4U50	05-27-25	C	0.630%		1,819,860	(184,480)	1,000
Federal Home Loan Mtg Corp		06-03-20		0.750%	2,000,000	2,000,000	(176,840)	15,000
	3134GVVX3	05-28-25	C	0.780%		1,823,160	(179,520)	1,250
Federal Home Loan Mtg Corp		06-10-20		0.700%	2,000,000	2,000,000	(180,720)	14,000
	3134GVB56	06-10-25	C	0.740%		1,819,280	(154,140)	1,167
Federal Home Loan Banks		06-24-20		0.750%	868,056	868,056	(78,143)	6,510
	3130AJRE1	06-24-25	C	0.790%		789,913	(79,845)	543
Federal Home Loan Mtg Corp		06-30-20		0.800%	2,000,000	2,000,000	(169,280)	16,000
	3134GVT65	06-30-25	C	0.850%		1,830,720	(173,420)	1,333
Federal National Mortgage Assn		07-15-20		0.730%	2,000,000	2,000,000	(181,860)	14,600
	3136G4YU1	07-15-25	C	0.770%		1,818,140	(185,840)	1,217
Federal National Mortgage Assn		08-26-20		0.500%	2,000,000	2,000,000	(188,440)	10,000
	3136G42E2	08-26-25	C	0.530%		1,811,560	(192,840)	833
Federal Home Loan Mtg Corp		09-30-20		0.500%	2,500,000	2,500,000	(256,150)	12,500
	3134GWUE4	09-30-25	C	0.540%		2,243,850	(264,650)	1,042
Federal Home Loan Mtg Corp		09-30-20		0.520%	2,500,000	2,500,000	(253,075)	13,000
	3134GWUV6	09-30-25	C	0.560%		2,246,925	(254,025)	1,083
Federal Home Loan Mtg Corp		10-02-20		0.550%	3,000,000	3,000,000	(301,890)	16,500
	3134GWX43	10-02-25	C	0.590%		2,698,110	(302,910)	1,375
Federal Home Loan Mtg Corp		10-15-20		0.550%	3,000,000	3,000,000	(305,160)	16,500
	3134GWXX9	10-15-25	C	0.590%		2,694,840	(305,910)	1,375

- CONTINUED ON PAGE 5 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
December 31, 2022

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		MARKET VALUE	GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
			**				Per BNY WTC		
Federal Home Loan Mtg Corp		10-15-20		0.530%	3,000,000	3,000,000	(306,690)	15,900	
	3134GWY34	10-15-25	C	0.570%		2,693,310	(307,500)	1,325	
Federal National Mortgage Assn		10-20-20		0.580%	3,000,000	3,000,000	(318,780)	17,400	
	3135G06A6	10-20-25	C	0.620%		2,681,220	(311,850)	1,450	
Federal Farm Credit Bks Funding Corp		10-21-20		0.520%	2,500,000	2,500,000	(259,100)	13,000	
	3133EMDZ2	10-21-25	C	0.560%		2,240,900	(264,975)	1,083	
Federal Farm Credit Bks Funding Corp		10-22-20		0.530%	2,500,000	2,500,000	(258,625)	13,250	
	3133EMEC2	10-22-25	C	0.570%		2,241,375	(263,600)	1,104	
Federal Home Loan Mtg Corp		10-27-20		0.625%	3,000,000	3,000,000	(312,090)	18,750	
	3134GW3X2	10-27-25	C	0.670%		2,687,910	(302,490)	1,563	
Federal Home Loan Mtg Corp		10-28-20		0.600%	2,000,000	2,000,000	(202,960)	12,000	
	3134GW3Z7	10-28-25	C	0.640%		1,797,040	(203,160)	1,000	
Federal Home Loan Mtg Corp		10-29-20		0.570%	3,000,000	3,000,000	(306,870)	17,100	
	3134GWZL3	10-29-25	C	0.610%		2,693,130	(307,410)	1,425	
Federal Home Loan Mtg Corp		11-10-20		0.610%	3,000,000	3,000,000	(308,550)	18,300	
	3134GW6S0	11-10-25	C	0.650%		2,691,450	(313,950)	1,525	
Federal Home Loan Mtg Corp		11-12-20		0.600%	2,000,000	2,000,000	(206,520)	12,000	
	3134GXAP9	11-12-25	C	0.640%		1,793,480	(210,120)	1,000	
Federal Home Loan Mtg Corp		11-25-20		0.625%	3,000,000	3,000,000	(312,060)	18,750	
	3134GXCS1	11-25-25	C	0.660%		2,687,940	(323,430)	1,563	
Federal Home Loan Mtg Corp		11-30-20		0.650%	2,000,000	2,000,000	(205,900)	13,000	
	3136GXFA7	11-26-25	C	0.700%		1,794,100	(209,540)	1,083	
Federal Home Loan Mtg Corp		12-01-20		0.620%	1,500,000	1,500,000	(156,150)	9,300	
	3134GXDM3	12-01-25	C	0.670%		1,343,850	(158,940)	775	
Federal Farm Credit Bks Funding Corp		12-17-20		0.540%	2,500,000	2,500,000	(268,625)	13,500	
	3133EMKT8	12-17-25	C	0.580%		2,231,375	(273,725)	1,125	

- CONTINUED ON PAGE 6 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
December 31, 2022

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
			**				Per BNY WTC		
Federal Home Loan Mtg Corp		12-17-20		0.625%	2,000,000	2,000,000		(217,400)	12,500
	3134GXFV1	12-17-25	C	0.670%		1,782,600		(214,220)	1,042
Federal Home Loan Mtg Corp		12-23-20		0.700%	3,000,000	3,000,000		(310,590)	21,000
	3134GXHD9	12-23-25	C	0.750%		2,689,410		(316,410)	1,750
Federal Home Loan Mtg Corp		01-05-21		0.550%	2,500,000	2,500,000		(271,625)	13,750
	3134GXJX3	01-05-26	C	0.590%		2,228,375		(276,850)	1,146
Federal Home Loan Mtg Corp		01-07-21		0.520%	2,000,000	2,000,000		(219,320)	10,400
	3134GXJZ8	01-07-26	C	0.560%		1,780,680		(223,500)	867
Federal Home Loan Banks		01-22-21		0.625%	2,500,000	2,500,000		(273,325)	15,625
	3130AKQ74	01-22-26	C	0.670%		2,226,675		(278,425)	1,302
Federal Home Loan Mtg Corp		01-22-21		0.550%	2,500,000	2,500,000		(275,225)	13,750
	3134GXKJ2	01-22-26	C	0.590%		2,224,775		(280,375)	1,146
Federal Home Loan Banks		01-28-21		0.600%	2,000,000	2,000,000		(221,100)	12,000
	3130AKPC4	01-28-26	C	0.640%		1,778,900		(225,160)	1,000
Federal National Mortgage Asso.		01-28-21		0.550%	2,000,000	2,000,000		(221,220)	11,000
	3135G06R9	01-28-26	C	0.590%		1,778,780		(225,280)	917
Federal Home Loan Banks		02-17-21		0.625%	3,000,000	3,000,000		(334,530)	18,750
	3130AL3S1	02-17-26	C	0.670%		2,665,470		(340,470)	1,563
Federal Home Loan Banks		02-24-21		0.600%	3,000,000	3,000,000		(338,490)	18,000
	3130AKYU4	02-24-26	C	0.640%		2,661,510		(344,220)	1,500
Federal Home Loan Banks		02-25-21		0.625%	3,000,000	3,000,000		(336,540)	18,750
	3130ALCW2	02-25-26	C	0.670%		2,663,460		(377,150)	1,563
Federal Home Loan Banks		02-26-21		0.650%	3,000,000	3,000,000		(334,680)	19,500
	3130AKZ25	02-26-26	C	0.700%		2,665,320		(340,230)	1,625
Federal Home Loan Banks		03-10-21		0.800%	3,000,000	3,000,000		(316,200)	24,000
	3130ALFS8	03-10-26	C	0.860%		2,683,800		(321,330)	2,000

- CONTINUED ON PAGE 7 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
December 31, 2022

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
			**				Per BNY WTC		
Federal Home Loan Banks		03-30-21		1.030%	2,500,000	2,500,000		(257,200)	25,750
	3130ALKQ6	03-30-26	C	1.090%		2,242,800		(261,200)	2,146
Federal Home Loan Banks		04-22-21		1.100%	2,500,000	2,500,000		(256,325)	27,500
	3130ALXV1	04-22-26	C	1.160%		2,243,675		(259,900)	2,292
Federal Home Loan Banks		06-30-21		1.000%	3,000,000	3,000,000		(331,470)	30,000
	3130AMWU2	06-30-26	C	1.060%		2,668,530		(335,400)	2,500
Federal Home Loan Banks		07-13-21		1.020%	3,000,000	3,000,000		(332,520)	30,600
	3130AN2L3	07-13-26	C	1.080%		2,667,480		(336,090)	2,550
Federal Home Loan Banks		07-29-21		1.125%	3,000,000	3,000,000		(325,860)	33,750
	3130AN4R8	07-29-26	C	1.190%		2,674,140		(329,160)	2,813
Federal Home Loan Banks		08-24-21		1.050%	3,000,000	3,000,000		(338,610)	31,500
	3130ANFT2	08-24-26	C	1.120%		2,661,390		(341,820)	2,625
Federal Home Loan Banks		08-26-21		0.900%	2,500,000	2,500,000		(294,625)	22,500
	3130ANLZ1	08-26-26	C	0.960%		2,205,375		(297,375)	1,875
Federal Home Loan Banks		08-27-21		1.050%	2,500,000	2,500,000		(282,700)	26,250
	3130ANM56	08-27-26	C	1.110%		2,217,300		(285,250)	2,188
Federal Home Loan Banks		09-28-21		1.100%	3,000,000	3,000,000		(340,890)	33,000
	3130ANUX6	09-28-26	C	1.170%		2,659,110		(343,650)	2,750
Federal Home Loan Banks		09-28-21		0.900%	3,000,000	3,000,000		(360,900)	27,000
	3130ANXS4	09-28-26	C	0.960%		2,639,100		(363,930)	2,250
Federal Home Loan Banks		09-30-21		1.000%	3,000,000	3,000,000		(351,240)	30,000
	3130ANXU9	09-30-26	C	1.030%		2,648,760		(354,150)	2,500
Federal Home Loan Banks		09-30-21		0.950%	2,500,000	2,500,000		(296,875)	23,750
	3130ANYR5	09-30-26	C	1.010%		2,203,125		(299,375)	1,979
Federal Home Loan Banks		10-21-21		1.000%	2,500,000	2,500,000		(294,375)	25,000
	3130APCD5	10-21-26	C	1.060%		2,205,625		(297,000)	2,083

- CONTINUED ON PAGE 8 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
December 31, 2022

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u>									
			**				Per BNY WTC		
Federal Home Loan Bks		10-26-21		1.250%	3,000,000	3,000,000		(331,410)	37,500
	3130APJ55	10-26-26	C	1.310%		2,668,590		(333,570)	3,125
Federal Home Loan Bks		10-26-21		1.125%	3,000,000	3,000,000		(344,040)	33,750
	3130APJB2	10-26-26	C	1.190%		2,655,960		(346,440)	2,813
Federal Home Loan Bks		10-28-21		1.250%	3,000,000	3,000,000		(331,800)	37,500
	3130APDQ5	10-28-26	C	1.320%		2,668,200		(333,870)	3,125
Federal Home Loan Bks		10-28-21		1.100%	2,000,000	2,000,000		(253,240)	22,000
	3130APFQ3	10-28-26	C	1.170%		1,746,760		(255,120)	1,833
Federal Home Loan Bks		10-28-21		1.120%	2,000,000	2,000,000		(229,980)	22,400
	3130APFR1	10-28-26	C	1.190%		1,770,020		(231,500)	1,867
Federal Home Loan Bks		10-28-21		1.050%	2,000,000	2,000,000		(234,720)	21,000
	3130APFU4	10-28-26	C	1.120%		1,765,280		(236,320)	1,750
Federal Home Loan Bks		11-16-21		1.375%	2,500,000	2,500,000		(269,000)	34,375
	3130APLP8	11-16-26	C	1.440%		2,231,000		(270,450)	2,865
Federal Home Loan Bks		11-18-21		1.375%	3,000,000	3,000,000		(329,310)	41,250
	3130APNK7	11-18-26	C	1.440%		2,670,690		(364,900)	3,438
Federal Home Loan Bks		11-23-21		1.450%	3,000,000	3,000,000		(316,590)	43,500
	3130APPL3	11-23-26	C	1.510%		2,683,410		(318,210)	3,625
Federal Home Loan Bks		12-17-21		1.600%	2,000,000	2,000,000		(194,900)	32,000
	3130APXT7	12-17-26	C	1.670%		1,805,100		(195,700)	2,667
Federal Home Loan Bks		03-29-22		2.350%	2,000,000	2,000,000		(164,020)	47,000
	3130ARA68	03-29-27	C	2.390%		1,835,980		(164,260)	3,917
TOTAL FIXED INCOME INVESTMENTS				N/A	N/A	157,868,056		(16,716,523)	1,308,760
**All are in safekeeping with BNY Western Trust Company				0.880%		141,151,533		(16,945,850)	109,063

~ U/I = Unrestricted Investments



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 13.14
Consent

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Police Department Citizen Complain Review Board Appointment

RECOMMENDED ACTION

Confirm Councilmember Isherwood's appointment of Joshua Weatherbie to serve on the Police Department Citizen Complaint Review Board.

SUMMARY

The Police Department Citizen Complaint Review Board is charged with the responsibility of reviewing the Police Department's investigation of citizen complaints in specific areas and providing an independent review to the Chief of Police. Pursuant to Municipal Code Chapter 2.12, the Board shall consist of seven members. Each member of the City Council shall select and appoint one member to the Board, subject of the approval by the remainder of the Council, and two appointed at-large to serve two-year terms. An eighth, non-voting member is selected by the Police Officers Union to sit on the Board.

Six of the seven members were appointed by the Council on December 20, 2022, with Councilmember Isherwood's appointment remaining. Councilmember Isherwood advised staff of his desire to appoint Joshua Weatherbie to serve on the Board.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require legal review.

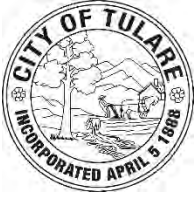
ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

None

Reviewed/Approved: _____



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 14.1
General Business

Department: Office of Safety, Compliance, & Facilities

Submitted by: Manny Correa, Office of Safety, Compliance & Facilities Officer

Agenda Title: Median Solicitation Urgency Ordinance

RECOMMENDED ACTION

Adopt an urgency ordinance providing for revisions to Chapter 7.56 of the Tulare Municipal Code regulating solicitation in the median and roadside locations throughout the City of Tulare.

SUMMARY

The revisions to Chapter 7.56 of the Tulare Municipal Code are proposed to address safety concerns caused by persons standing, sitting, and soliciting on medians and near intersections and commercial driveways, in close proximity to moving vehicles. The proposed revisions protect the exercise of First Amendment rights of those persons engaged in soliciting, while also minimizing the safety hazards of such solicitation when it is conducted in close proximity to moving vehicles. The revisions to the chapter are necessary in order to regulate the locations where such solicitation is particularly unsafe, in order to address the city's interest in preserving pedestrian and motorist safety, preventing traffic congestion, and controlling vehicular traffic.

This ordinance requires 4/5 approval to be adopted as an urgency ordinance.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The proposed ordinance was reviewed by legal counsel and revised based on the City Attorney's comments.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

If the urgency ordinance is denied or tabled, it will affect the City's ability to address the safety concerns caused by persons standing, sitting, and soliciting on medians and near intersections and commercial driveways in close proximity to moving vehicles.

ATTACHMENTS

1. Urgency Ordinance
2. Proposed Changes to Chapter 7.56 of Tulare Municipal Code

Reviewed/Approved: _____

ORDINANCE 2023-

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE REPEALING AND REENACTING CHAPTER 7.56 (REGULATION OF SOLICITATION) OF THE TULARE MUNICIPAL CODE

WHEREAS, it is the desire of this council to protect the exercise of First Amendment rights of those persons engaged in soliciting, while also minimizing the safety hazards of such solicitation when it is conducted in close proximity to moving vehicles; and

WHEREAS, there is a need to be able to regulate the locations where such solicitation is particularly unsafe in order to address the city's interest in preserving pedestrian and motorist safety, preventing traffic congestion and controlling vehicular traffic.; and

WHEREAS, revisions to Chapter 7.56 of the Tulare Municipal Code are proposed to address safety concerns caused by persons standing, sitting, and soliciting on medians and near intersections and commercial driveways, in close proximity to moving vehicles; and

WHEREAS, the City Council declares the ordinance changes herein are required to maintain the immediate preservation of the public peace, health and safety of the citizens of Tulare.

NOW, THEREFORE, be it ordained by the Council of the City of Tulare as follows:

SECTION 1. Chapter 7.56 of the Tulare Municipal Code is hereby repealed and reenacted and shall read as follows:

CHAPTER 7.56 REGULATION OF ROADSIDE AND MEDIAN SOLICITATION

Sections:

- 7.56.010 Purpose.
- 7.56.020 Definitions.
- 7.56.030 Acts Prohibited.
- 7.56.040 Exceptions.
- 7.56.050 Severability.
- 7.56.060 Penalty.

7.56.010 Purpose.

The purpose of this chapter is to address safety concerns caused by persons standing, sitting and soliciting on medians and near intersections and commercial driveways in close proximity to moving vehicles. It is the desire of this council to protect the exercise

of First Amendment rights of those persons engaged in soliciting while also minimizing the safety hazards of such solicitation when it is conducted in close proximity to moving vehicles. This chapter aims to focus its regulatory power on the place and manner of the solicitation. Its aim is to regulate the locations where such solicitation is particularly unsafe in order to address the city's interest in preserving pedestrian and motorist safety, preventing traffic congestion and controlling vehicular traffic.

7.56.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL DRIVEWAY. The driveway to a shopping center, business, or commercial parking lot.

DRIVEWAY. The paved portion of a public street providing unobstructed passage from the roadway to an off-street area used for driving, servicing, parking, or otherwise accommodating motor vehicles.

LOITER. To stand, delay, or linger on a median without a permit or exception, other than to safely and lawfully cross the street.

MEDIAN. A paved or planted areas separating a street, or highway into two or more lanes or directions of travel.

MOTOR VEHICLE. Any propelled vehicle or vehicle drawn by a power other than muscular power, other than a motorized wheelchair.

SIDEWALK. A paved or planted path for pedestrians at the side of a road.

SOLICITING. Asking for money, contributions, business, or political support; or distributing written materials. Soliciting shall include using the spoken, written, or printed word, bodily gestures, signs, or other means with the purpose of obtaining that which is requested.

7.56.030 Acts Prohibited.

- (A) No person shall solicit an operator or other occupant of a motor vehicle while such motor vehicle is 1) being driven or 2) idling on any lane of traffic, or on any street or highway on-ramp or off-ramp. Provided, however, that this subsection shall not apply to services rendered in connection with emergency repairs requested by the operator or passenger of such vehicle.
- (B) No person shall solicit while standing or sitting on a median, or on a street or sidewalk within one hundred feet from a stop sign or traffic signal; or within one hundred feet of a commercial driveway.
- (C) No person shall remain on a median strip for longer than one traffic cycle, except

that the median may be used as a place for pedestrian crossing in adherence to all applicable traffic laws.

7.56.040 Exceptions.

- (A) This chapter shall not supersede the permit procedure for charitable solicitations by public safety personnel as set forth in California Business and Professions Code Section 17510.25.
- (1) All permitted solicitors shall wear safety clothing. Such clothing shall include, but is not limited to, orange or yellow reflective vests and/or shirts.
 - (2) All permitted solicitors shall be no younger than eighteen (18) years of age.
- (B) This chapter shall not supersede the permit procedure for charitable solicitations by charitable organizations, as defined in California Government Code Sections 12580-12583, as set forth in California Business and Professions Code Section 17510.25.
- (1) All permitted solicitors shall wear safety clothing. Such clothing shall include, but is not limited to, orange or yellow reflective vests and/or shirts.
 - (2) All permitted solicitors shall be no younger than eighteen (18) years of age. The city shall require proof of age by the permit applicant providing a valid birth certificate, valid California driver's license or other California or military issued identification card containing the permit applicant's birth date.
 - (3) For organizational permits, all persons to be covered under the permit shall be listed in the application, with proof of age provided by the organization for each person.
 - (a) All persons covered under a charitable organization permit shall be required to carry and display the permit or a copy thereof. Any such person must show the permit or copy thereof to any city employee upon request.

7.56.050 Severability.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held invalid, the invalidity shall not affect the other provisions or application of the provisions of this chapter which can be given effect without the invalid provisions or application and, to this end, the provisions of this chapter are declared to be severable.

7.56.060 Penalty.

Before any law enforcement officer may cite or arrest a person under this chapter, the officer must warn the person that his or her conduct is in violation of this chapter and

must give the person an opportunity to comply with the provisions of this chapter. Any willful violation of the provisions of this chapter shall, upon conviction thereof, be guilty of a misdemeanor or an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or infraction. If charged as an infraction, upon conviction, the violator shall be punished by a fine not to exceed fifty dollars. If charged as a misdemeanor, upon conviction, the violator shall be punished by a fine of not less than fifty dollars or more than one hundred dollars. Any person guilty of violating this chapter three or more times in a twelve-month period shall be guilty of a misdemeanor and shall be fined not less than three hundred dollars or more than five hundred dollars, or imprisoned in the county jail for a period no longer than three months.

SECTION 2. This ordinance is an urgency ordinance and shall be in full force and effective starting January 18, 2023.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. Pursuant to Section 15 of the Charter of the City of Tulare, it is ordered that a summary of this ordinance be issued in a daily newspaper of general circulation in the City of Tulare for one day and that the ordinance be available in at least one public place at the City offices.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare this 17th day of January, 2023.

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

CHAPTER 7.56: REGULATION OF UNWARRANTED ROADSIDE AND MEDIAN SOLICITATION

Section

[7.56.010](#) Purpose.

[7.56.020](#) Definitions.

[7.56.030](#) Acts prohibited.

[7.56.040](#) Authorization for City Manager. **Exceptions**

[7.56.050](#) Severability.

[7.56.060](#) Penalty.

§ 7.56.010 Purpose.

~~The purpose of this chapter is to assist code/law enforcement to minimize the impact that unwarranted soliciting has on the city's quality of life, overall public safety, security of its citizens, and economic stability.~~

The purpose of this chapter is to address safety concerns caused by persons standing, sitting and soliciting on medians and near intersections and commercial driveways in close proximity to moving vehicles. It is the desire of this council to protect the exercise of First Amendment rights of those persons engaged in soliciting while also minimizing the safety hazards of such solicitation when it is conducted in close proximity to moving vehicles. This chapter aims to focus its regulatory power on the place and manner of the solicitation. Its aim is to regulate the locations where such solicitation is particularly unsafe in order to address the city's interest in preserving pedestrian and motorist safety, preventing traffic congestion and controlling vehicular traffic.

(Ord. 23-___, passed 01-17-2023) (1995 Code, § 7.56.010) (Ord. 06-2013, passed - - 2006)

§ 7.56.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL DRIVEWAY. The driveway to a shopping center, business, or commercial parking lot.

DRIVEWAY. The paved portion of a public street providing unobstructed passage from the roadway to an off street area used for driving, servicing, parking, or otherwise accommodating motor vehicles.

~~**LOITER.** To delay or linger without a lawful purpose for being on the property and for the purpose of panhandling, soliciting, vagrancy and begging for money, goods, food, shelter, any other tangible objects, also known as **UNWARRANTED SOLICITATION.**~~
To stand, delay, or linger on a median without a permit or exception, other than to safely and lawfully cross the street.

MEDIAN. A paved or planted areas separating a street, or highway into two or more lanes or directions of travel.

MOTOR VEHICLE. Any propelled vehicle or vehicle drawn by a power other than muscular power, other than a motorized wheelchair.

~~**PUBLIC PLACE.** An area open to the public or exposed to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not) and buildings open to the general public, including those which serve food or drink, or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.~~

SIDEWALK. A paved or planted path for pedestrians at the side of a road.

SOLICITING. Asking for money, contributions, business, or political support; or distributing written materials. Soliciting shall include using the spoken, written, or printed word, bodily gestures, signs, or other means with the purpose of obtaining that which is requested.

(Ord. 23-___, passed 01-17-2023) (1995 Code, § 7.56.020) (Ord. 06-2013, passed - - 2006)

§ 7.56.030 Acts prohibited.

~~It is unlawful for any person to loiter in, on or near any public place in a manner and under circumstances manifesting the purpose of engaging in panhandling, soliciting and begging for money, goods, food, shelter and any other tangible objects.~~

(A) No person shall solicit an operator or other occupant of a motor vehicle while such motor vehicle is 1) being driven or 2) idling on any lane of traffic, or on any street or highway on-ramp or off-ramp. Provided, however, that this subsection shall not apply to services rendered in connection with emergency repairs requested by the operator or passenger of such vehicle.

(B) No person shall solicit while standing or sitting on a median, or on a street or sidewalk within fifty feet from a stop sign, traffic signal, or intersection; or within fifty feet of a commercial driveway.

(C) No person shall remain on a median strip for longer than one traffic cycle, except that the median may be used as a place for pedestrian crossing in adherence to all applicable traffic laws.

(Ord. 23-____, passed 01-17-2023) (1995 Code, § 7.56.030) (Ord. 06-2013, passed - - 2006)

§ 7.56.040 Authorization for City Manager. Exceptions

~~The City Manager is authorized to administer and enforce the provisions of this chapter and may appoint and authorize one or more members of the city staff to act as his or her designee. In the context of this chapter, the phrase **CITY MANAGER** includes each and all persons designated by the City Manager to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation.~~

(A) This chapter shall not supersede the permit procedure for charitable solicitations by public safety personnel as set forth in California Business and Professions Code Section 17510.25.

(1) All permitted solicitors shall wear safety clothing. Such clothing shall include, but is not limited to, orange or yellow reflective vests and/or shirts.

(2) All permitted solicitors shall be no younger than eighteen (18) years of age.

(B) This chapter shall not supersede the permit procedure for charitable solicitations by charitable organizations, as defined in California Government Code Sections 12580-12583, as set forth in California Business and Professions Code Section 17510.25.

(1) All permitted solicitors shall wear safety clothing. Such clothing shall include, but is not limited to, orange or yellow reflective vests and/or shirts.

(2) All permitted solicitors shall be no younger than eighteen (18) years of age. The city shall require proof of age by the permit applicant providing a valid birth certificate, valid California driver's license or other California or military issued identification card containing the permit applicant's birth date.

(3) For organizational permits, all persons to be covered under the permit shall be listed in the application, with proof of age provided by the organization for each person.

(a) All persons covered under a charitable organization permit shall be required to carry and display the permit or a copy thereof. Any such person must show the permit or copy thereof to any city employee upon request.

(C) This chapter shall not apply to those persons occupying a median while conducting activities related to maintenance, surveying, construction, landscape maintenance, landscape improvements, responding to an emergency, or as otherwise permitted by law.

(Ord. 23-____, passed 01-17-2023) (1995 Code, § 7.56.040) (Ord. 06-2013, passed - - 2006)

§ 7.56.050 Severability.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held invalid, the invalidity shall not affect the other provisions or application of the provisions of this chapter which can be given effect without the invalid provisions or application and, to this end, the provisions of this chapter are declared to be severable.

(1995 Code, § 7.56.050) (Ord. 06-2013, passed - -2006)

§ 7.56.060 Penalty.

~~Any person who violates § 7.56.030 shall be guilty of a misdemeanor and subject to punishment in accordance to Cal. Penal Code § 19. Upon recommendation of the prosecuting attorney, the court may reduce the charged offense from a misdemeanor to an infraction, punishable under § 1.12.010 of this code. An administrative fine may also be imposed as set forth in Chapter 1.61 of the Tulare City Municipal Code. Nothing in this chapter shall prevent the city from pursuing criminal, civil, administrative or any other legal remedy to address violations of this chapter.~~

Before any law enforcement officer may cite or arrest a person under this chapter, the officer must warn the person that his or her conduct is in violation of this chapter and must give the person an opportunity to comply with the provisions of this chapter. Any willful violation of the provisions of this chapter shall, upon conviction thereof, be guilty of a misdemeanor or an infraction. The complaint charging such violation shall specify whether the violation is a misdemeanor or infraction. If charged as an infraction, upon conviction, the violator shall be punished by a fine not to exceed fifty dollars. If charged as a misdemeanor, upon conviction, the violator shall be punished by a fine of not less than fifty dollars or more than one hundred dollars. Any person guilty of violating this chapter three or more times in a twelve month period shall be guilty of a misdemeanor and shall be fined not less than three hundred dollars or more than five hundred dollars, or imprisoned in the county jail for a period no longer than three months.

(Ord. 23-____, passed 01-17-2023) (1995 Code, § 7.56.060) (Ord. 06-2013, passed - -2006)



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 14.2
General Business

Department: Community Services

Submitted by: Jason Glick, Community Services Director

Agenda Title: Naming process of Tulare City Parks.

RECOMMENDED ACTION

Staff recommends the following process for naming the new Dog Park:

1. Forward the naming of the new Dog Park to the Tulare Parks and Recreation Commission for review and recommendation including the name suggested by Councilmember Harrell.
2. Staff will present the Commission's recommendation to Council for consideration and action.

SUMMARY

At the November 21, 2022, City Council meeting, Council approved the recommendation of the Tulare Parks and Recreation Commission and authorized the allocation of \$466,000 in Regional Park Development Impact Fee funds to design and construct a Dog Park, to be located at the 400 Block of N Street.

At the December 20, 2022, City Council meeting, Councilman Harrell requested the new Dog Park be named Bane Park after the canine that was killed in the line of duty on December 9, 2018. City Council subsequently directed staff to return to the Council with an outline of the appropriate procedure for naming a City Park.

Staff has found that the City of Tulare has no formal written policy for naming a City Park. In the absence of a formal policy, staff reviewed the process used to name the last City Park, which was the re-naming of Sayre Park on May 5, 2009.

In the case of Sayre Park, City Staff received a written request from the Sayre family regarding renaming of the Park from Palm Ranch Park to Sayre Park. This letter was then reviewed by the Tulare Parks and Recreation Commission. The Tulare Parks and Recreation Commission voted to recommend to the Tulare City Council to rename the Park from Palm Ranch Park to Sayre Park. The recommendation was received and approved by the Tulare City Council on May 5, 2009.

The process appears to have both been efficient and solicited the appropriate decision-making bodies for analysis and feedback prior to the final decision being rendered. Staff recommends following a similar process for the naming of the new dog park.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Staff Report Dated May 5, 2009
2. Sayre Park Letter

Reviewed/Approved: _____

ATTACHMENT 1

AGENDA ITEM:

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

Submitting Department: Parks & Recreation Department

For Council Meeting of: May 5, 2009

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Review and consideration to rename Palm Ranch Park as "Sayre Park".

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Shea (Sayre) Gowin submitted a letter of request to the Recreation and Parks staff to rename the neighborhood park known as Palm Ranch located on Nelder Grove Street to "Sayre Park" to honor the Sayre family, who farmed the property for more than sixty years.

The park is currently located where the Sayre Family home sat from 1906 to 1967 prior to being relocated when the property was sold to develop a new housing sub-division, the house was based at the end of a row of palms, which now guards the pathway that leads to the park.

The Parks and Recreation Commission has reviewed the request and has no objections of the park being renamed "Sayre Park".

STAFF RECOMMENDATION:

Upon review provide direction on the request or consider approving request to rename Palm Ranch Park as "Sayre Park".

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

Submitted by: Milt Stowe

Title: Director of Parks and Recreation

Date: May 5, 2009

City Manager Approval: _____

ATTACHMENT 2

Sayre Park



Pencil Drawing by Jana Botkin of Three Rivers

The Historic Sayre home was built in 1906 by Tulare Pioneers, Charles and Flora Sayre. The Sayre family farmed the 170 acres until 1967 when it was sold to the Lagomarsinos. The children of Richard Sayre (1935-1993), who are the great-grandchildren of Charles and Flora, are asking the City to give a name to the park that is now located where the beautiful home used to once stand at the end of the long palm tree drive. This was a well-known Tulare Landmark on Mooney Boulevard between Tulare Avenue and Bardsley Avenue.

Charles and Flora Sayre came to Tulare in 1906 from North Dakota and bought the Ranch, which at that time was a peach orchard and built the present house. On the 1930 Census, that section of what is now Mooney Boulevard is shown as Sayre Road. George, age 8 and Ruby, age 6 loved to ride the boxes of fruit as they were brought in on the railroad. It was a hand pushed or horse drawn affair at that time. The Sayres had the house built by Mr. Albert Rumley. This ranch was both a dairy and a farm at different times. This house is one of the few examples of Tulare's history that remains. Charles A. Sayre was on the first Board of Directors of the Dairyman's Creamery when it was incorporated in 1909. Flora Watts Sayre was Master of the Grange in 1911. Ruth Sayre contributed to the City of Tulare in many ways, she was responsible for getting the Tulare exit signs on the highway, was instrumental in getting the Tulare Meals on Wheels program started, was a member of the School Board, and did many other things. Ruth was a major leader in Tulare and even donated some of the palms from the driveway to the Tulare Golf course when it opened. Richard Sayre was known for his compassion and generosity to those in need. The Sayre family contributions to Tulare's history have been directive for its future.

The house that was built by Charles and Flora Sayre, in 1906 has now been relocated due to development. What remains is the Sayre legacy started by George Sayre and is now five generations of Sayre families who live and have lived in this great City of Tulare. Each of the families making numerous contributions to this community and volunteering for various City functions.

Our family would like to request that the park located in the Palm Ranch development be named in honor of our family's history on that land with four generations living here in Tulare. We would ask City Council to name this park "Sayre Park".

Thank you,

A handwritten signature in cursive script that reads "Shea Gowin".

Shea (Sayre) Gowin – Fourth Generation Tulare Resident



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 14.3
General Business

Department: Community Services

Submitted by: Community Services Director Jason Glick

Agenda Title: Tulare Cares Temporary Encampment Rules and Regulations

RECOMMENDED ACTION

Approve the Tulare Cares Temporary Encampment Operating Guidelines included as Attachment 1 and direct staff to utilize them in association with the opening of the Tulare Cares site on January 25, 2023, through the operational longevity of the temporary encampment facility; and authorize staff to make minor revisions to the Operating Guidelines as necessitated by field conditions.

SUMMARY

On September 20, 2022, City Council approved the purchase of property located at the northeast corner of Walnut Ave and O Street in Tulare (APN 181-070-062) in the amount of \$360,000.00 for the use as a temporary homeless encampment.

On October 18, 2022, City Council received a staff presentation regarding the general operational parameters for the temporary encampment and directed staff to move proceed with preparing Operating Guidelines.

On November 15, 2022, City Council approved a contract with AAA security for the temporary encampment not to exceed \$141,480.00.

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the safety and health of individuals in our community experiencing homelessness. A series of initiatives and services are offered to individuals choosing to camp at the identified site, all designed to our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient.

Tulare Cares is located at the northeast corner of South "O" Street and East Walnut Avenue. It provides unsheltered individuals with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for people experiencing homelessness may also create relief for downtown businesses, public works, law enforcement, parks and trails as well as public spaces such as sidewalks and alleyways so that these places may be used for their intended purposes.

Tulare Cares is designed to provide a safe camping area for people experiencing homelessness with access to basic amenities including running water, restrooms, multi-day food and hygiene service, communal areas, and storage, as well as access to Case Managers, a mobile care clinic, and team of social service workers and substance abuse staff. Unhoused guests, along with their pets, may begin utilizing this space "by invitation only" on January 25th, 2023.

City staff has developed a series of Operating Guidelines to regulate development and operation of the Tulare Cares site. The guidelines provide direction on specific operational parameters for both support staff and guests of the facility, including:

- Staffing
 - On Site Security Guard (Daily from 10:00pm to 6:00am)
 - Part Time Case Managers
 - Tulare Parks and Recreation Monitoring
 - Tulare Police Department Patrols
 - Tulare Code Enforcement Patrols
- Policies and Procedures
- Rules of Conduct
- Term of Stay
- General Security & Safety
- Good Neighbor Agreement
- Outside Services & Community Partners

The complete document is included as Attachment 1 to this staff report for City Council review.

FISCAL IMPACT & FUNDING SOURCE(S)

A variety of funding sources will be utilized to operate and service the facility.

LEGAL REVIEW

The Tulare Cares Temporary Encampment Operations has been reviewed by our City Attorney.

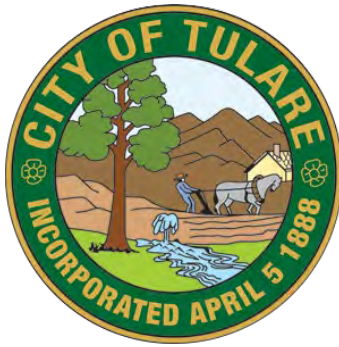
ALTERNATIVE ACTION

1. Approve with changes – Modify the Operating Guidelines and direct staff to implement the document inclusive of the revisions.
2. Deny – Do not move forward with approving the Operating Guidelines and cease to support establishment and operation of the temporary encampment.
3. Table – Direct staff to research additional material associated with Operating Guidelines and return with the results, which would delay the opening of the temporary encampment.

ATTACHMENTS

1. Tulare Cares Temporary Encampment Rules and Regulations
2. Good Neighbor Encampment Liability Waiver
3. Temporary Encampment Layout

Reviewed/Approved: _____



TULARE CARES TEMPORARY ENCAMPMENT AREA

Rules and Regulations 2023

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the safety and health of individuals in our community experiencing homelessness. A series of initiatives and services are offered to individuals choosing to camp at the identified site, all designed to our homeless population's immediate and critical needs, while at the same time working to empower our homeless population with the tools that they need to navigate their way back to a healthy and productive life and become self-sufficient.

Tulare Cares is located at the northeast corner of South "O" Street and East Walnut Avenue. It provides unsheltered individuals with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for people experiencing homelessness may also create relief for downtown businesses, public works, law enforcement, parks and trails as well as public spaces such as sidewalks and alleyways so that these places may be used for their intended purposes.

Overview

Tulare Cares is designed to provide a safe camping area for people experiencing homelessness with access to basic amenities including running water, restrooms, multi-day food and hygiene service, communal areas, and storage, as well as access to Case Managers, a mobile care clinic, and team of social service workers and substance abuse staff. Unhoused guests, along with their pets, may begin utilizing this space "by invitation only" on January 18, 2023, depending on weather conditions.

Tulare Cares is open 24 hours a day, seven days a week. Guests are required to register to camp and receive access to services. City of Tulare Parks and Recreation staff is responsible for monitoring the occupancy level to ensure the total population does not exceed 139. Parks and Recreation staff is also responsible for the encampment's operations, and is supported by security personnel. Check-in hours are weekdays between 3 p.m. and 6 p.m., with variances allowed for those who work or have other verifiable appointments.

This facility is intended to accommodate individual tents which are provided by the City, no personal tents are allowed.

In addition, each person wishing to stay at the encampment will be asked to sign a Good Neighbor Agreement which will outline expectations for behavior and consequences if expectations are not met. Each resident will be expected to provide volunteer service at the encampment to help keep it clean and tidy, depending on circumstances and capability.

Facilities

The site offers a number of facilities for guest use, including portable toilets, tents, and hand washing stations on site, with mobile showers available to guests generally three (3) days per week. It also has electrical outlets, picnic tables, trash bins, trash receptacles and storage facilities for personal items, as well as some parking for vehicles located across South "O" Street. Pets are required to be kept at their owners' assigned tent area and only one pet per camp site is permitted. Pets are required to remain on leashes or tethered at all times. Garbage collection service is also provided.

Staffing

Tulare Cares provides the following staffing levels for organizational purposes however personal security is not guaranteed:

- On Site Security Guard (daily from 10:00 p.m. to 6:00 a.m.)
- Part Time Case Managers
- Tulare Parks and Recreation Monitoring
- Tulare Police Department Patrols
- Tulare Code Enforcement Patrols

A part-time professional case manager will administer our mental health referral support system. Tulare Cares is committed to working with other organizations on getting unhoused individuals into housing and providing the support they need as they work toward self-sufficiency.

Transportation

Transportation is generally not provided to guests of the encampment. However, in limited circumstances, and subject to resource/staff availability, some limited transportation services for guests will be made available on an as needed, issue-specific basis.

Accountability Partner Program

The Tulare Cares Accountability Partner Program is a program all guests of the facility are immediately enrolled in when they join the facility. The program helps ensure that guest feels welcome, connected and are given access to resources to assist them in achieving permanent housing, medical, psychiatric and addiction services in an efficient manner.

Upon entering the Tulare Cares facility, an unhoused individual is required to participate in an intake process, performed by Tulare Parks and Recreation staff. The intake process includes the following:

- Within 96 hours of the initial intake, a part-time case manager will provide that guest with assessment review.

- The case manager will identify any barriers which the person has identified (No Identification, Transportation etc.) and refer that person on to the Accountability Partner Team.
- The team member and the guest will have a weekly meeting to review their progress on the accountability plan.

Case managers will be responsible for assisting the guest in a manner that does not allow a guest to feel unconnected to service providers, provides a sense of community and attempts to identify and find solutions to any possible gaps in services.

Homeless Outreach Team

Tulare Cares provides a Homeless Outreach Team. The Homeless Outreach Team is made up of Homeless Assistance Liaison Officers (HALO), Tulare Code Enforcement Officers, and the Tulare Police Department.

The team is specially trained to respond to calls placed by the community, City or other service providers who may be or unaware of the services they can access.

- The primary goal is to provide the community with an immediate response when issues associated with unhoused individuals are identified.
- The team also provides assistance to emergency service providers having to deal with non-criminal nuisance complaints. On a limited basis, and as staffing/resources are available, the team provides safe transportation for the client to sheltering/encampment/service providers.
- The team is intended to provide the City's unhoused population with trained individuals immediately aware of resources directly effecting their immediate needs.
- The team always emphasizes treating the unhoused population with dignity and respect.

The Team Non-Emergency Line is:
(559) 684-4290 or 687-2288

The Team Emergency Line is:
911

Policies and Procedures

The Tulare Cares service delivery model emphasizes provision of the basic needs to unhoused individuals in order to get them off the streets. It prioritizes the provision of at least basic needs FIRST so that street dependent people can more easily access other services (e.g. housing programs, substance use treatment programs, mental health support programs, etc.). In practice, this means individuals will be encouraged to participate in available programs, but will not be required to do so.

The following standards have been established for guests of the facility:

- Sobriety is not required for a guest to stay at the site; however, no illegal drug use is allowed on the premises at any time.
- Each invited individual that comes to the facility will have a formal intake and registration interview with a Tulare Parks and Recreation member, but will not be denied service if they simply do not have a valid ID.
- Couples will be able to stay together at a single campsite.
- Campsites are limited to two occupants.
- Guests are prohibited from relocating or changing their designated campsite without the consent of the City.
- Personal items of guests must remain within their 12' x 15' campsite or within a designated storage area. All other personal items found outside of these areas will be removed and disposed of.
- No tents or other habitable structures are allowed within 10' of a fire pit.
- The City will provide one tent per campsite. Tents will remain the property of the City the use of which is granted to each guest who is responsible for maintaining the tents in good repair and on the facility premises at all times unless otherwise noted.
- Fires are restricted to designated areas including City established fire pits and barbecue grills. Wood and charcoal are the only acceptable items allowed to burn in designated fire pits or barbecues. No burning of trash or debris is allowed.
- Limited storage space is available for guest use although the City does not guarantee the security of any stored personal items.
- One service animal or companion pet will be accommodated per campsite. Guests are expected to keep their pets secure at all times and will also be expected to clean up after their animals.
- City will provide a 4' dog leash and stake or tether (one per campsite).
- All guests of the facility must meet the Federal Department of Housing and Urban Development's definition of Homeless, or they will not be allowed to stay at the facility.
- Overnight visitors are prohibited.
- All guests must be age 18 or older.
- The City does not provide medical services to guests. Individuals must be ambulatory and not require hospital or nursing home care (i.e. be able to care for their own medical conditions).
- The City strictly maintains a policy of non-violence. Any individuals that engage in violent behavior at the facility will be immediately removed and permanently banned from the facility.

- All guests must agree not to use or sell drugs or any illegal substances on the premises. Any individual found to have used or sold drugs or any illegal substances will be immediately removed and permanently banned from the facility.
- Consumption of alcohol that leads to drunken or disorderly behavior will not be tolerated and may be grounds for removal
- All guests must agree to treat other guests, staff and the property with appropriate respect. Guests found by City staff to be consistently disrespectful to other guests, staff or the property will be immediately removed and permanently banned from the facility.
- Vehicles are limited to one per campsite per occupant.
- Deliberate damage to City-owned property is strictly prohibited and will not be tolerated.
- No overnight sleeping is permitted in vehicles.
- All guests must agree to obey fire and all other safety regulations.

The facility is intended to first accommodate individuals who are currently participating in the City's Encampment Resolution Funding (ERF) grant program. If, after all ERF recipients have been accommodated, and assuming there is additional space available, new residents may be permitted on a first-come first-serve basis.

Rules of Conduct

Residents must agree to follow three (3) community standards of behavior. No Criminal activity will be tolerated. This includes:

- No violence toward yourself or others;
- No illegal substances or paraphernalia on the premises or within a two-block radius; and
- No stealing.

The rules are enforced on a "one-strike-and-you're-out basis" and all residents agree when they move in to leave voluntarily if found in violation of these rules. There is no time limit to any member's stay as long as they are able to follow the community standards of behavior. However, it is understood that the facility is intended to be closed and all guests transferred to the Tulare Homeless Shelter once completed which is anticipated by Spring 2024.

Responsibilities of residents include:

- Visiting with case managers on a weekly basis; and
- Actively participate in community cleaning and trash pick-up every week.

There are varying lengths of bans from the community for violating the rules. The City will also consider working with up to three (3) "elected arbitrators" who will be responsible to work with campers who don't follow the Rules of Conduct described above.

A tent coordinator is the spokesperson for the tent and liaison with the encampment manager. Other guests will take turns at the intake desk and share responsibility of orienting new guests. There is also a donations coordinator who is a resident responsible for logging and distributing donations equitably. The encampment manager must approve all donations prior to them being accepted. Donations will only be accepted at an agreed upon date and time which will be clearly posted.

Term of Stay

There will be no specified time limit on guest stays.

General Security and Safety

Risks to clients, staff, volunteers, neighbors and property owners are of equal concern to the City - and we will continually evaluate and systematically address issues of risk. Concerns linking crime and safety risks with the unhoused population have been expressed in the past.

The City is dedicated to addressing these concerns through productive community dialogue, partnership and responsive agency practices. Through implementation of the Tulare Cares "Good Neighbor" policy and the use of best management practices, the City will work to mitigate the off-site impacts of the encampment site. A 500-foot buffer zone has been established around the site, within which there is no drugs or abusive language allowed. This buffer zone is enforced through the deployment of City HOT team members to patrol the area as well as provision of a 24-hour hotline for neighbors to call when issues arise.

For general information during business hours, please call:
559-684-4310

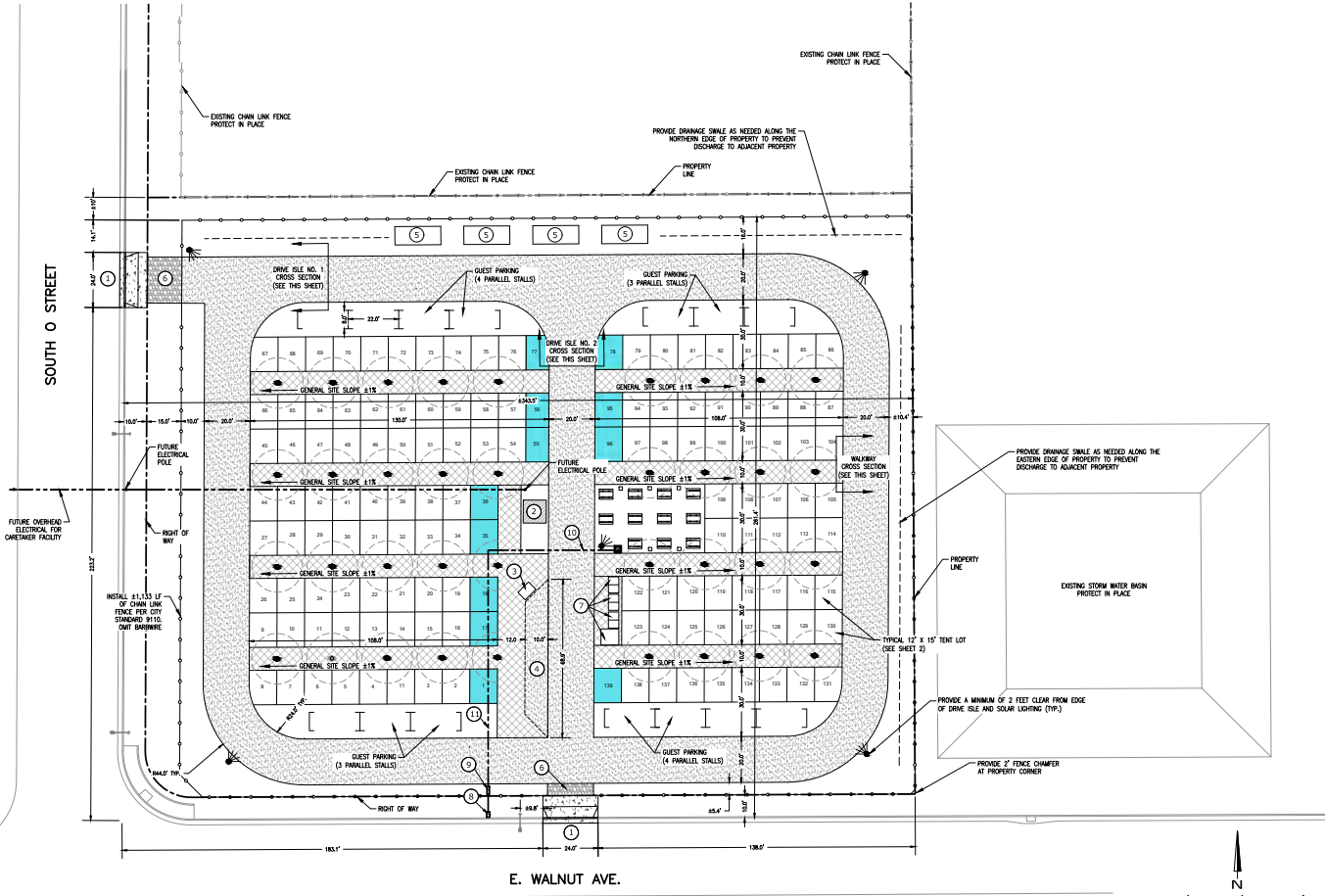
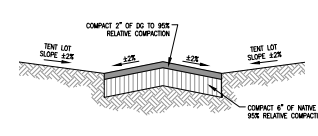
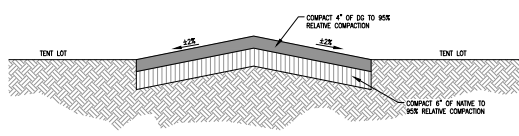
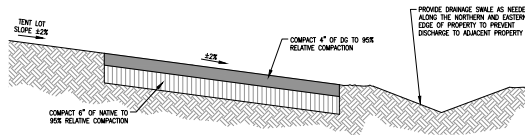
For general information after hours and non-emergency calls, please call:
559-687-2288

For an emergency, please call:
911

Outside Services and Community Partners

This encampment area is filling an identified gap for unsheltered adults in the City of Tulare. In addition, participation in the ERF Grant provides a four (4) hour period of access to Tulare County Health and Human Services Agency staff, chemical dependency and substance abuse programs, housing programs and many more.

In addition to the agencies and programs identified above, the City works in close coordination with Community Health Centers and Faith Based Organizations to move people into their respective rapid-rehousing programs as well. These service providers also provide food at the encampment at designated times of day, subject to staffing/resource availability. Getting people in the door is the key for moving people through stages of recovery.



NOTES
 LOT NUMBERS 1, 17, 18, 30, 36, 55, 56, 77, 78, 86, 96, AND 139 ARE TO BE RESERVED FOR INDIVIDUALS WITH REDUCED MOBILITY

- LEGEND**
- ① INSTALL CITY STANDARD DRIVE APPROACH PER DETAIL 2115
 - ② FUTURE GUARD HOUSE
 - ③ TRASH BIN
 - ④ MOBIL SHOWER PARKING AREA
 - ⑤ 20' X 8' X 8' STORAGE CONTAINER
 - ⑥ INSTALL 1" DRAINEL AT DRAINAGE BETWEEN DRIVE APPROACH AND SITE. DRAINEL TO BE A MINIMUM 8" THICK.
 - ⑦ PORTABLE RESTROOMS
 - ⑧ EXISTING WATER SERVICE. INSTALL WATER METER AND BOX PER CITY STANDARD #210 IF ONE DOES NOT EXIST.
 - ⑨ INSTALL REDUCED PRESSURE BACKFLOW PER CITY STANDARD #415
 - ⑩ INSTALL 450 LF OF 1" SCH 40 PVC WATER LINE TO WATER FAUCETS.
 - ⑪ INSTALL 1403 LF OF 1" SCH 40 PVC WATER LINE.

- ☀ SOLAR SITE LIGHTING
- ▣ PARK BENCH
- ▣ PARK BBQ GRILL
- WATER FAUCET
- ▨ 4" THICK DG DRIVE ISLE
- ▨ 2" THICK DG WALKWAY
- 2 FOOT DIA FIRE PIT (DASHED LINE IS 10 FOOT OFFSET FROM OUTSIDE OF FIRE PIT)

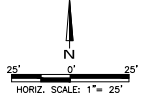
PROFESSIONAL SEAL REQUIRED
 This document, the design and design information contained herein, is the property of the City of Tulsa. It is to be used only for the project and site for which it was prepared and no other project without written permission of the City of Tulsa.

DATE	DESCRIPTION

DESIGNED BY: _____
 CHECKED BY: _____
 DATE: 12/14/2022

TEMPORARY ENCAMPMENT NE CORNER WALNUT AND "O" ST. 188 TENT SPACES

DATE: 12/14/2022
 PROJECT NO:
 DRAWING NUMBER:
 SHEET 1 OF 2



City of Tulare Homeless Encampment Participation Agreement

Waiver: In consideration for the opportunity to participate in the encampment (the “Program”), including any associated use of the premises, facilities, staff, equipment, and services of the City, you, for yourself, your heirs, your personal representatives, and your assigns, do hereby release, waive, discharge, and promise not to sue the City of Tulare, its directors, officers, employees, and agents (the “City”), from liability from any and all claims, including the negligence of the City, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Program and any use of City premises and facilities.

Description of Program:

The City does not and cannot guarantee your safety at the encampment but will make a reasonable effort to provide a safe environment. By signing this waiver, you agree and acknowledge the following:

- You will not engage in violence to yourself or others;
- You will not threaten another person or engage in conduct that subjects a person to alarm, including but not limited to abusive or threatening language or gestures.
- You will not use intoxicating substances including pushing or sales allowed onsite.
- You will not vandalize, damage, or destroy any City property, including offensive littering.
- You will not possess any weapon or similar instrument, unless permitted by California law.
- You will not engage in criminal behavior as defined by the State of California or the City.
- The City may use video and audio surveillance equipment to monitor the publicly viewable areas of the program for *any* purpose.

You agree that the City makes no guarantees as to security of personal property stored at the encampment and takes no responsibility for any damages or loss.

You understand that the Program is not of indefinite length, and individuals may leave the encampment or Program at any time. Individuals may also be asked or compelled to leave Program for failure to comply with encampment guidelines as discussed above and the rules posted by the City. You understand and agree that staying in the encampment and participating in the Program does not grant any property rights in the public property, you are not a tenant on City property, and are not subject to any formal eviction requirements.

You acknowledge that the forgoing does not constitute an exhaustive list and the City reserves the right to create new rules and amend the rules which are subject to change at any time without notice. If you observe a violation of the rules, immediately report the incident to the staff at the encampment.

Assumption of Risks: Participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. You are voluntarily participating in this Program and are aware of the risks associated with traveling to/from and

participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). Nonetheless, you assume all related risks, both known or unknown to me, of my participation in this Program, including travel to, from and during the Program.

Indemnification and Hold Harmless: You also agree to indemnify and hold the City harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of my involvement in the Program, and to reimburse it for any such expenses incurred.

Severability: You further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the State of California Superior Court, County of Tulare.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Name (print)

Date of Birth

Participant Signature

Date



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 14.4
General Business

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Update City Council Representation on Local and Regional Boards and Committees

RECOMMENDED ACTION

Approve appointments of the City Council representatives to local and regional boards and committees.

SUMMARY

Following the General Election, the City Council considers appointment of City Councilmember representation on local and regional boards and committees. The current appointments are attached for Council review.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require review by the City Attorney's Office.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. City Council Representation on Local and Regional Boards and Committees List

Reviewed/Approved: _____

City Council Representation on Local and Regional Boards and Committees

Board/Committee	Sigala	Sayre	Harrell	Mederos	Isherwood
Agri-Center Board Liaison				X	
Tulare County Council of Cities					X
Tulare County Association of Governments (TCAG)	Alt.	X			
Tulare County Local Agency Formation Commission (LAFCO)			X*		
Tulare Downtown Association Board of Directors			X		
City Employee Health Insurance Committee			X		
City Investment Committee					X
Teens-On-Board Liaison					X
Tulare Irrigation District Joint Comm.				X*	
Mid-Kaweah Groundwater Sustainability Agency (MKGSA) Board	Alt.			X*	
Tulare County Task Force on Homelessness		X	Alt.		
Tulare County Economic Development Corporation Board of Directors		X	Alt.		
Tulare County Regional Transit Agency Board of Directors	X	Alt.			
San Joaquin Valley Unified Air Pollution Control District Citizens Advisory Committee				X*	
San Joaquin Valley Special City Selection Committee	X				
Tulare County City Selection Committee (mayor selects alternate)				X	

*Tulare County Local Agency Formation Commission: Harrell appointed as alternate board member; term 5/2021-5/2025

*Tulare Irrigation District Joint Committee – BPU member representative is Howard Stroman

*Mid-Kaweah GSA – BPU member representative is Howard Stroman

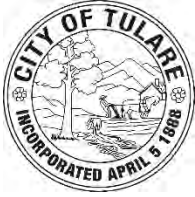
*San Joaquin Valley Unified Air Pollution Control District Citizen Advisory Committee: Mederos appointed as City primary; term expires 1/31/2025

Board/Committee	Appointment/Selection Process	Contact/Meeting Information
<p>Agri-Center Board Liaison</p>	<p>Selected by Council, subject to confirmation by the Agri-Center Board.</p>	
<p>Tulare County Council of Cities</p> <p>Consists of elected members from the incorporated cities working cooperatively in developing solutions to regional issues.</p>	<p>Selected by Council.</p>	<p>Gladys Ruiz (559) 713-4314 Gladys.ruiz@visalia.city</p> <p><u>Meetings</u> Every 2 months on the third Wednesday at 4:00 p.m.</p>
<p>Tulare County Association of Governments (TCAG) Board of Governors</p> <p>A joint powers authority that serves as Metropolitan Planning Organization for Tulare County and has responsibilities as Tulare County’s Council of Governments, transportation authority, and Regional Transportation Planning Agency.</p>	<p>Selected by Council (primary and alternate).</p>	<p>(559) 623-0450 tcaginfo@tularecag.ca.gov</p> <p><u>Meetings</u> Every month on the third Monday at 1:00 p.m.</p>
<p>Tulare County Local Agency Formation Commission (LAFCO)</p> <p>Responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies which review way to reorganize, simplify, and streamline governmental structure and preparing Spheres of Influence for each city and special district within the County.</p>	<p>Composed of 2 county supervisors selected by the Board of Supervisors, 2 city council representatives selected by a majority of the mayors in the county (Tulare County City Selection Committee), and 1 public member selected by the other 4 members. There is an alternate for each category – city, county, and public.</p>	<p>Ben Giuliani (559) 623-0450 bgiuliani@tularecog.org</p> <p><u>Meetings</u> Every month on the first Wednesday at 2:00 p.m.</p>

Board/Committee	Appointment/Selection Process	Contact/Meeting Information
<p>Tulare Downtown Association Board of Directors</p>	<p>Selected by Council.</p>	<p>John Harman (559) 685-2350 john@tularedowntown.com</p> <p><u>Meetings</u> Every month on the first Wednesday at 4:00 p.m.</p>
<p>City Employee Health Insurance Committee</p> <p>Formed to review, vote, and then recommend to City Council on matters regarding health insurance coverage selection/ changes for active and retired employees. Provides updates on the status of the City's health plan and make recommendations on rate increases, if needed, based on the City's insurance broker's recommendation.</p>	<p>Selected by Council.</p> <p>Consists of representatives from each union group, a City Council Member, and a City retiree.</p>	<p>Human Resources (559) 684-4202 ivenegas@tulare.ca.gov</p> <p><u>Meetings</u> As needed</p>
<p>City Investment Committee</p>	<p>Selected by Council. Historically, the Mayor has served on this committee.</p>	<p>Treasurer (CFO) (559) 684-4253 dibanez@tulare.ca.gov</p> <p><u>Meetings</u></p>
<p>Teens-On-Board Liaison</p> <p>Established to provide youth the opportunity of leadership in their community. Council representative will serve on the interview panel and assist with the selection process.</p>	<p>Selected by Council.</p>	<p>Community Services Dept. (559) 684-4316 htisthammer@tulare.ca.gov</p> <p><u>Meetings</u> As needed</p>

Board/Committee	Appointment/Selection Process	Contact/Meeting Information
<p>Tulare Irrigation District Joint Committee</p> <p>Established by the Operations and Management agreement of May 10, 2005. Addresses ongoing issues, beginning with the identification of storm water discharge points and capacities into TID facilities.</p>	<p>Selected by Council (one Council and one BPU representative)</p> <p>Consists of the City Manager, TID General Manager, 2 members each of City Council, BPU, TID Board and appropriate TID staff.</p>	<p>Tulare Irrigation District (559) 686-3425</p> <p><u>Meetings</u></p>
<p>Mid-Kaweah Groundwater Sustainability Agency (MKGSA) Board</p> <p>A joint powers authority (City of Visalia, City of Tulare, and Tulare Irrigation District) responsible for the development, adoption, and implementation of a Groundwater Sustainability Plan as required by the Sustainable Groundwater Management Act of 2014.</p>	<p>Selected by Council (one Council and one BPU representative, plus one alternate)</p>	<p>Tulare Irrigation District (559) 686-3425</p> <p><u>Meetings</u></p>
<p>Tulare County Task Force on Homelessness</p> <p>Advise and assist the Tulare County Health & Human Services Agency in the Agency's efforts to address homelessness issues affecting the community and to report to the Board of Supervisors on a periodic basis.</p>	<p>Selected by Council (primary and alternate).</p>	<p>Health & Human Services (559) 624-8054</p> <p><u>Meetings</u> Every month on the third Wednesday at 1:30 p.m.</p>
<p>Tulare County Economic Development Corporation Board of Directors</p>	<p>Selected by Council (primary and alternate).</p>	<p>Airica de Oliveira (559) 625-3100</p> <p><u>Meetings</u> Every month on the fourth Wednesday at 7:30 a.m.</p>

Board/Committee	Appointment/Selection Process	Contact/Meeting Information
<p>Tulare County Regional Transit Agency Board of Directors</p> <p>Governs the TCRTA which provides fixed-route, ADA complementary paratransit, and on-demand service in the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the unincorporated areas of Tulare County.</p>	<p>Selected by Council (primary and alternate).</p>	<p>Rich Tree (559) 623-0450</p> <p><u>Meetings</u> Every month on the third Monday at 6:00 p.m.</p>
<p>San Joaquin Valley Unified Air Pollution Control District Citizen Advisory Committee</p>	<p>Nominated by Council. Appointed by City Selection Committee.</p> <p>Consists of one Industry/Ag, one Environmental, and one City representative (one alternate for each) for each County in the District.</p>	<p>Michelle Franco (559) 230-6000</p> <p><u>Meetings</u> Every month on the first Tuesday at 10:00 a.m.</p>
<p>San Joaquin Valley Special City Selection Committee</p> <p>Charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's Governing Board.</p>	<p>Selected by Council (primary and alternate).</p> <p>Consists of one member selected by majority vote of the council of each city located within the District.</p>	<p>Michelle Franco (559) 230-6000</p> <p><u>Meetings</u> As needed</p>
<p>Tulare County City Selection Committee</p> <p>Established pursuant to Government Code Section 50270 et seq for the purpose of appointing representatives to boards, commissions and agencies as required by law.</p>	<p>Mayor (designate an alternate)</p> <p>Comprised of the mayors of all 8 cities in Tulare County.</p>	<p>Melinda Benton (559) 636-5000</p> <p><u>Meetings</u> Quarterly (Jan, Apr, Jul, Oct) and/or when an appointment is necessary</p>



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 14.5
General Business

Department: Finance

Submitted by: Chief Financial Officer J. Diego Ibanez

Agenda Title: Annual Development Impact Fee Fund Report

RECOMMENDED ACTION

Review and accept the City's Annual Development Impact Fee (DIF) Fund Report.

SUMMARY

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees ("DIFs"). This legislation was passed as Assembly Bill 1600 by the California Legislature and codified as California Government Code Sections 66000 through 66008 known as the Mitigation Fee Act ("Act"). This State law went into effect on January 1, 1989.

California Government Code Section 66006(b)(2) requires cities to prepare and make available to the public the Development Impact Fee Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting not less than 15 days after the report has been made available to the public.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Annual Development Impact Fee Fund Report

Reviewed/Approved: _____



FINANCE DEPARTMENT MEMORANDUM

DATE: December 1, 2022
TO: Mayor and Members of the City Council
FROM: J. Diego Ibanez, Chief Financial Officer
SUBJECT: Annual Development Impact Fee Fund Report
for the Fiscal Year Ended June 30, 2022

Per Government Code Section 66006(b)(2) (the Code), the city is required to prepare a report within 180 days after the close of the fiscal year accounting for development impact fee (DIF) activity for the fiscal year ended June 30 of the same year. Attached to this memorandum is the report, which provides the information required by the Code.

Summary of Receipts, Expenditures, Transfers Out, and Fund Balances, provides the beginning and ending fund balances for the various DIF funds and the amount of fees collected and interest earned. It also provides the total eligible DIF expenditures made during the fiscal year. For the Fiscal Year Ended June 30, 2021, the total beginning fund balance was \$15,370,312 and the total ending fund balance was \$19,282,229. Fees collected during the fiscal year totaled \$4,824,880 and interest totaled -\$55,657. During the year, there were in DIF-eligible expenditures of \$202,360 and a total of \$857,305 was transferred to other funds to reimburse them for their eligible expenditures.

Attachments A through P summarize the activity of the Development Impact Fund since inception.

The city's policy is to transfer fees from its DIF funds to **reimburse** other city funds for eligible costs; the city usually does not advance DIF funds to other funds. The transfers of DIF funds are normally made only **after** the other funds have paid for eligible items. Likewise, the city has not loaned DIF funds to other funds.



City of Tulare

Annual Development Impact Fee Fund Report

June 30, 2022

CITY OF TULARE - DEVELOPMENT IMPACT FEES
SUMMARY OF RECEIPTS, EXPENDITURES, TRANSFERS OUT, AND FUND BALANCES
FISCAL YEAR ENDED JUNE 30, 2022

EXHIBIT	DIF	FEE DESCRIPTION	BEGINNING BALANCE	REVENUES RECEIVED			ELIGIBLE DIF	REIMBURSEMENT	ENDING BALANCE
				FEES COLLECTED	INTEREST EARNED*	TOTAL	EXPENDITURES (MEMORANDUM ONLY)	TRANSFERS MADE	
A	200	Law Enforcement Facilities & Equipment	0.00	63,872.35	(1.29)	63,871.06			63,871.06
B	210	Fire Facilities & Equipment	980,542.19	184,293.62	1,956.61	186,250.23			1,166,792.42
C	215	Library	418,362.56	165,840.37	879.15	166,719.52			585,082.08
D	220	General Facilities & Equipment	777,630.60	208,843.95	1,588.32	210,432.27			988,062.87
E	225	General Plan Maintenance	0.00	0.00	0.00	0.00			0.00
F	230	Local Streets & Traffic Signals	2,788,638.74	1,262,247.04	5,817.48	1,268,064.52			4,056,703.26
G	235	Grade Separation	864,803.60	5,472.58	1,683.20	7,155.78			871,959.38
H	240	Bridges & Culverts	0.00			0.00			0.00
I	245	State Highway Projects	1,109,770.53	10,499.04	2,163.35	12,662.39			1,122,432.92
J	250	Street Medians & Landscaping	121,602.11	0.00	236.00	236.00			121,838.11
K	260	Water Supply, Distribution & Holding Fac	5,401,777.74	836,539.29	10,760.83	847,300.12			6,249,077.86
L	265	Ground Water Recharge	(0.01)	66,184.83	6.91	66,191.74			66,191.73
M	290	Sewage Col & Wastewater Treatment Fac	0.00	341,828.37	(78.27)	341,750.10			341,750.10
N	301	Storm Drainage Facilities	504,516.49	60,977.59	1,056.12	62,033.71			566,550.20
O	360	Street Sweeping	0.00			0.00			0.00
P	390	Parks & Recreation Facilities	6,081,179.94	487,051.90	12,054.80	499,106.70			6,580,286.64
Totals			19,048,824.49	3,693,650.93	38,123.21	3,731,774.14	0.00	0.00	22,780,598.63

*Per GASB 31, all cash and investments are reported at market value at the end of each fiscal year and the adjustment is accounted for in interest earned.

CITY OF TULARE
SCHEDULE OF UNREIMBURSED COST
FISCAL YEAR ENDED JUNE 30, 2022

Exhibit Sch	Fund	Fee Discription	June 30, 2022
A	200	Law Enforcement Facilities & Equipment	882,592.02
B	210	Fire Facilities & Equipment	-
C	215	Library	-
D	220	General Facilities & Equipment	
E	225	General Plan Maintenance	17,285.37
F	230	Local Streets & Traffic Signals	
G	235	Grade Separation	-
H	240	Bridges & Culverts	3,026.04
I	245	State Highway Projects	3,899,088.07
J	250	Street Medians & Landscaping	-
K	260	Water Supply, Distribution & Holding Fac	-
L	265	Ground Water Recharge	2,148,010.91
M	290	Sewage Col & Wastewater Treatment Fac	10,698,273.16
N	301	Storm Drainage Facilities	
O	360	Street Sweeping	119,538.49
P	390	Parks & Recreation Facilities	-

CITY OF TULARE

Exhibit A

Fund 200 - Law Enforcement Facilities and Equipment

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92	2,825.94				2,825.94	241,804.50	2,825.94	-	238,978.56
92-93	1,412.97				1,412.97	122.52	1,412.97	-	237,688.11
93-94	987.90				987.90	126,608.27	987.90	-	363,308.48
94-95	5,886.42				5,886.42	829,882.28	5,886.42	-	1,187,304.34
95-96	100,631.07				100,631.07	241,189.00	101,168.12	(537.05)	1,327,325.22
96-97	105,640.43	6,471.85			112,112.28		111,575.23	-	1,215,749.99
97-98	(132,943.06)	(18,947.06)			(151,890.12)		(151,890.12)	-	1,367,640.11
98-99	7,877.42	61.74			7,939.16		7,939.16	-	1,359,700.95
99-00	7,766.78	38.47			7,805.25		7,805.25	-	1,351,895.70
00-01	5,148.66	72.65			5,221.31		5,221.31	-	1,346,674.39
01-02	16,312.17	(6,348.88)			9,963.29		9,963.29	-	1,336,711.10
02-03	14,643.34	883.23			15,526.57		15,526.57	-	1,321,184.53
03-04	36,358.14				36,358.14		36,358.14	-	1,284,826.39
04-05	10,517.33				10,517.33		10,517.33	-	1,274,309.06
05-06	32,890.64				32,890.64		32,890.64	-	1,241,418.42
06-07	39,167.39	491.13			39,658.52		39,658.52	-	1,201,759.90
07-08	18,815.32				18,815.32		18,815.32	-	1,182,944.58
08-09	10,510.31	27.24			10,537.55		10,537.55	-	1,172,407.03
09-10	5,916.10	85.01			6,001.11		6,001.11	-	1,166,405.92
10-11	9,907.41	63.26			9,970.67		9,970.67	-	1,156,435.25
11-12	9,398.74	90.42			9,489.16		9,489.16	-	1,146,946.09
12-13	20,568.59	31.24			20,599.83		20,599.83	-	1,126,346.26
13-14	8,418.90	54.39			8,473.29		8,473.29	-	1,117,872.97
14-15	9,842.60	25.87			9,868.47		9,868.47	-	1,108,004.50
15-16	12,122.00	59.04			12,181.04		12,181.04	-	1,095,823.46
16-17	18,878.80	(126.80)			18,752.00		18,752.00	-	1,077,071.46
17-18	29,839.48	(109.77)			29,729.71		29,606.80	122.91	1,047,464.66
18-19	38,499.08	1,170.41			39,669.49		39,792.40	-	1,007,672.26
19-20	66,349.25	837.03			67,186.28		67,186.28	-	940,485.98
20-21	58,182.74	(288.78)			57,893.96		57,893.96	-	882,592.02
21-22	63,872.35	(1.28)			63,871.07		63,868.24	2.83	818,723.78
Totals	636,245.21	(15,359.59)	-	-	557,014.55	1,439,606.57	620,882.79		

CITY OF TULARE

Exhibit A-1

**Fund 200 - Law Enforcement Facilities and Equipment
Expenditure Summary**

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Police Building	2,055,813.59	70%	1,439,069.52	557,014.58	63,873.65	620,888.23	818,181.29
Professional Services	537.05	100%	537.05			-	537.05
						-	-
Totals	2,056,350.64		1,439,606.57	557,014.58	63,873.65	620,888.23	818,718.34

CITY OF TULARE
Fund 210 - Fire Facilities & Equipment

Exhibit B

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92	382.76				382.76			382.76	-
92-93	2,334.31				2,334.31			2,717.07	-
93-94	1,231.38				1,231.38			3,948.45	-
94-95	5,520.97				5,520.97			9,469.42	-
95-96	13,268.84				13,268.84	64.30	64.30	22,673.96	-
96-97	3,645.89				3,645.89			26,319.85	-
97-98	7,184.33	2,086.17			9,270.50	85,925.16	35,590.35	-	50,334.81
98-99	7,111.14	(118.44)			6,992.70	3,430.00	6,992.70	-	46,772.11
99-00	7,144.43	117.78			7,262.21	2,573.68	7,262.21	-	42,083.58
00-01	8,797.31	517.97			9,315.28	11,549.18	9,315.28	-	44,317.48
01-02	12,743.47	357.57			13,101.04	7,569.05	13,101.04	-	38,785.49
02-03	25,593.44	642.35			26,235.79	59,283.82	26,235.79	-	71,833.52
03-04	41,579.42	57.30			41,636.72	675,831.73	41,636.72	-	706,028.53
04-05	71,253.06	907.43			72,160.49		72,160.49	-	633,868.04
05-06	153,254.40	583.80			153,838.20		153,838.20	-	480,029.84
06-07	202,551.18	6,048.25			208,599.43		208,599.43	-	271,430.41
07-08	102,000.33	2,507.87			104,508.20		104,508.20	-	166,922.21
08-09	57,671.50	608.64			58,280.14		58,280.14	-	108,642.07
09-10	35,571.83	328.18			35,900.01		35,900.01	-	72,742.06
10-11	60,450.13	356.26			60,806.39		60,806.39	-	11,935.67
11-12	52,710.68	449.37			53,160.05		15,498.37	37,661.68	(3,562.70)
12-13	62,797.22	313.57			63,110.79			100,772.47	(3,562.70)
13-14	42,040.55	1,761.25			43,801.80			144,574.27	(3,562.70)
14-15	65,659.44	1,158.40			66,817.84			211,392.11	(3,562.70)
15-16	77,248.00	2,385.18			79,633.18			291,025.29	(3,562.70)
16-17	127,809.27	(1,236.30)			126,572.97			417,598.26	(3,562.70)
17-18	99,018.84	979.16			99,998.00			517,596.26	(3,562.70)
18-19	100,909.63	23,703.18			124,612.81			642,209.07	(3,562.70)
19-20	179,968.56	16,526.12			196,494.68			838,703.75	(3,562.70)
20-21	146,238.69	(2,604.28)			143,634.41	5,358.67	1,795.97	980,542.19	0.00
21-22	184,293.62	2,260.06			186,553.68			1,167,095.87	(3,562.70)
Totals	1,957,984.62	60,696.84	-	-	1,832,127.78	851,585.59	851,585.59		

CITY OF TULARE

Exhibit B-1

**Fund 210 - Fire Facilities and Equipment
Expenditure Summary**

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Professional Services	64.30	100%	64.30	64.30		64.30	-
Fire Station #2 Land Acquisition	141,790.70	60.60%	85,925.16	85,925.16		85,925.16	-
Fire Station #2 Land Acquisition	3,430.00	100%	3,430.00	3,430.00		3,430.00	-
Fire Station #3 Land Acquisition	4,247.00	60.60%	2,573.68	2,573.68		2,573.68	-
Fire Station #2 Design	14,731.12	77.50%	11,416.62	11,416.62		11,416.62	-
Fire Station #3 Construction	1,225,770.89	60.60%	742,817.16	746,379.86		742,817.16	-
Master Plan	5,358.67	100%	5,358.67		5,358.67	5,358.67	-
Totals	1,395,392.68		851,585.59	849,789.62	-	851,585.59	-

CITY OF TULARE
Fund 215 - Library

Exhibit C

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
10-11					-			-	-
11-12					-			-	-
12-13	21,211.17	48.96			21,260.13			21,260.13	-
13-14	3,168.00	310.73			3,478.73			24,738.86	-
14-15		157.28			157.28			24,896.14	-
15-16		224.54			224.54			25,120.68	-
16-17	19,404.00	(110.28)			19,293.72			44,414.40	-
17-18	19,800.00	116.74			19,916.74			64,331.14	-
18-19	5,148.00	2,692.01			7,840.01			72,171.15	-
19-20	156,088.00	3,249.03			159,337.03			231,508.18	-
20-21	188,131.00	(1,276.62)			186,854.38			418,362.56	-
21-22	165,840.37	879.15			166,719.52			585,082.08	-
					-				
					-				
					-				
					-				
					-				
					-				
Totals	578,790.54	6,291.54	-	-	585,082.08	-	-	585,082.08	

CITY OF TULARE
Fund 215 - Library
Expenditure Summary

Exhibit C-1

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
							-
							-
							-
							-
							-
							-
Totals	-		-	-	-	-	-

CITY OF TULARE

Exhibit D

Fund 220 -General Facilities and Equipment

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92	1,385.67				1,385.67			1,385.67	-
92-93	6,011.34				6,011.34			7,397.01	-
93-94	1,514.63				1,514.63			8,911.64	-
94-95	4,917.54				4,917.54	14,772.87	13,829.18	-	943.69
95-96	9,587.29				9,587.29	4,376.79	5,320.48	4,266.81	-
96-97	3,458.55				3,458.55	5,775.67	5,775.67	1,949.69	-
97-98	13,763.55	1,206.48			14,970.03	161,430.63	16,919.72	-	144,510.91
98-99	10,904.54	237.91			11,142.45	259,450.65	11,142.45	-	392,819.11
99-00	15,750.62	359.39			16,110.01	1,145,783.45	16,110.01	-	1,522,492.55
00-01	20,783.68	1,141.09			21,924.77	8,665.30	21,924.77	-	1,509,233.08
01-02	30,585.92	787.60			31,373.52	3,326.50	31,373.52	-	1,481,186.06
02-03	52,636.86	1,323.44			53,960.30	16,424.13	53,960.30	-	1,443,649.89
03-04	75,764.72	56.20			75,820.92		75,820.92	-	1,367,828.97
04-05	113,755.70	1,356.47			115,112.17		115,112.17	-	1,252,716.80
05-06	182,504.63	686.59			183,191.22		183,191.22	-	1,069,525.58
06-07	209,031.96	6,235.84			215,267.80		215,267.80	-	854,257.78
07-08	132,888.10	3,476.26			136,364.36		136,364.36	-	717,893.42
08-09	75,479.28	776.85			76,256.13		76,256.13	-	641,637.29
09-10	49,729.37	473.56			50,202.93		50,202.93	-	591,434.36
10-11	57,322.43	207.89			57,530.32		57,530.32	-	533,904.04
11-12	53,784.33	576.34			54,360.67		54,360.67	-	479,543.37
12-13	74,533.02	67.17			74,600.19		74,600.19	-	404,943.18
13-14	50,314.94	419.85			50,734.79		50,734.79	-	354,208.39
14-15	88,417.56	271.17			88,688.73		88,688.73	-	265,519.66
15-16	109,675.00	549.85			110,224.85		110,224.85	-	155,294.81
16-17	151,192.72	(966.94)			150,225.78		5,069.03	145,156.75	150,225.78
17-18	143,630.22	(675.78)			142,954.44		150,225.78	137,885.41	-
18-19	134,061.74	9,679.65			143,741.39			281,626.80	-
19-20	280,200.45	9,899.82			290,100.27			571,727.07	-
20-21	208,087.81	(2,184.28)			205,903.53			777,630.60	-
21-22	208,843.95	1,588.32			210,432.27			988,062.87	
Totals	2,570,518.12	37,550.74	-	-	2,608,068.86	1,620,005.99	1,620,005.99		

CITY OF TULARE

Exhibit D-1

**Fund 220 -General Facilities & Equipment
Expenditure Summary**

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
City Hall - Design/Engineering	21,104.10	70%	14,772.87	14,772.87		14,772.87	-
City Hall - Design/Programming	14,270.50	50%	7,135.25	7,135.25		7,135.25	-
City Hall - Design/Architectural	310,602.28	50%	155,301.14	155,301.14		155,301.14	-
City Hall - Land	271,601.25	50%	135,800.63	135,800.63		135,800.63	-
City Hall - Construction	2,540,282.77	50%	1,270,141.42	1,270,141.42		1,270,141.42	-
Professional Services	47.79	100%	47.79	47.79		47.79	-
City Hall - Programming/Consulting	18,529.37	80%	14,823.50	14,823.50		14,823.50	-
Corporation Yard Master Plan	66,016.19	33.30%	21,983.39	21,983.39		21,983.39	-
Totals	3,242,454.25		1,620,005.99	1,620,005.99	-	1,620,005.99	-

CITY OF TULARE
Fund 225 -General Plan Maintenance

Exhibit E

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
03-04	2,798.00				2,798.00			2,798.00	-
04-05	7,767.40	194.81			7,962.21			10,760.21	-
05-06	18,693.40	371.18			19,064.58			29,824.79	-
06-07	26,755.39	2,250.67			29,006.06			58,830.85	-
07-08	12,765.68	3,203.68			15,969.36			74,800.21	-
08-09	6,046.08	2,471.67			8,517.75			83,317.96	-
09-10	3,876.54	1,335.18			5,211.72			88,529.68	-
10-11	4,460.43	743.84			5,204.27			93,733.95	-
11-12	4,026.28	1,011.35			5,037.63			98,771.58	-
12-13	1,472.44	1,283.16			2,755.60			101,527.18	-
13-14	3,130.00	1,350.73			4,480.73			106,007.91	-
14-15	6,615.00	698.15			7,313.15			113,321.06	-
15-16	8,362.00	1,073.56			9,435.56			122,756.62	-
16-17	8,937.00	(287.62)			8,649.38	171,733.42	131,406.00	-	40,327.42
17-18	8,424.00	(375.89)			8,048.11		8,014.87	33.24	32,312.55
18-19	8,262.00	252.53			8,514.53		8,547.77	-	23,764.78
19-20	6,223.50	100.19			6,323.69		6,323.69	-	17,441.09
19-20	162.00	(6.27)			155.73		155.73	-	17,285.36
Totals	138,777.14	15,670.92	-	-	154,448.06	171,733.42	154,448.06		

CITY OF TULARE
Fund 230 - Local Streets & Traffic Signals

Exhibit F

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-	295,679.55		-	295,679.55
92-93	166,813.22				166,813.22	69,483.64	166,813.22	-	198,349.97
93-94	60,586.04				60,586.04	13,611.20	60,586.04	-	151,375.13
94-95	169,765.21				169,765.21	250,133.00	169,765.21	-	231,742.92
95-96	472,616.53				472,616.53	632,590.19	474,889.03	(2,272.50)	389,444.08
96-97	92,115.47				92,115.47	71,871.47	89,842.97	-	371,472.58
97-98	289,743.15	28,003.30			317,746.45	124,544.55	294,961.54	22,784.91	201,055.59
98-99	262,136.91	7,018.45			269,155.36	173,382.00	173,382.00	118,558.27	201,055.59
99-00	250,675.71	11,048.30			261,724.01	474,570.73	380,282.22	0.06	295,344.10
00-01	411,488.20	26,023.23			437,511.43	507,875.87	437,511.43	0.06	365,708.54
01-02	366,137.54	11,286.00			377,423.54	1,729.49	166,382.45	211,041.15	201,055.58
02-03	520,904.55	26,384.42			547,288.97	567,880.25	567,880.25	190,449.87	201,055.58
03-04	637,206.93	5,034.01			642,240.94	172,492.66	172,492.67	660,198.14	201,055.57
04-05	610,857.74	14,611.72			625,469.46	80,494.49	80,494.50	1,205,173.10	201,055.56
05-06	1,050,072.08	38,953.09			1,089,025.17	287,584.79	287,584.79	2,006,613.48	201,055.56
06-07	688,332.77	115,553.12			803,885.89	319,628.17	319,628.18	2,490,871.19	201,055.55
07-08	382,372.34	130,832.47			513,204.81	1,511,999.78	1,511,999.78	1,492,076.22	201,055.55
08-09	241,658.02	44,264.75			285,922.77	294,219.86	294,219.86	1,483,779.13	201,055.55
09-10	124,239.10	24,742.35			148,981.45	574,717.52	179,329.93	1,453,430.65	596,443.14
10-11	153,042.71	13,079.50			166,122.21	256,873.91	256,873.91	1,362,678.95	596,443.14
11-12	130,487.74	15,738.86			146,226.60	486,991.37	486,991.37	1,021,914.18	596,443.14
12-13	194,461.59	4,318.80			198,780.39	114,850.44	114,850.44	1,105,844.13	596,443.14
13-14	110,817.96	15,099.89			125,917.85	(119,186.11)		1,231,761.98	477,257.03
14-15	174,529.14	8,306.77			182,835.91		477,257.03	937,340.86	-
15-16	194,482.68	7,148.88			201,631.56	597,125.47	597,125.47	541,846.95	-
16-17	238,731.69	(2,299.10)			236,432.59	92,038.40	92,038.40	686,241.14	-
17-18	249,481.87	2,466.68			251,948.55	176,048.46	176,048.46	762,141.23	-
18-19	276,783.66	47,275.92			324,059.58	285,503.14	285,503.14	800,697.67	-
19-20	813,225.00	26,611.07			839,836.07			1,640,533.74	-
20-21	1,200,987.08	(8,687.31)			1,192,299.77	44,194.77	44,194.77	2,788,638.74	-
21-22	1,262,247.04	5,817.48			1,268,064.52			4,056,703.26	
Totals	11,796,999.67	618,632.65	-	-	12,415,632.32	8,358,929.06	8,358,929.06		

CITY OF TULARE
Fund 230 - Local Streets & Traffic Signals
Expenditure Summary

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
99 PM-02	79,963.37	100%	79,963.37	79,963.37		79,963.37	-
Bardsley O/R	7,835.00	100%	7,835.00	7,835.00		7,835.00	-
Bardsley Overlay - Laspina to 99	65,942.20	100%	65,942.20	65,942.20		65,942.20	-
Bardsley, Laspina to Irwin	109,658.75	100%	109,658.75	109,658.75		109,658.75	-
Bardsley/Mooney/Dakmore	220,282.00	100%	220,282.00	220,282.00		220,282.00	-
Bethel Oversize	9,621.26	100%	9,621.26	9,621.26		9,621.26	-
Blackstone Ranch Oversize	455,194.69	100%	455,194.69	455,194.69		455,194.69	-
Cambridge Oversize	43,936.04	100%	43,936.04	43,936.04		43,936.04	-
Cartmill Overlay - Oaks/Retherford	62,225.32	100%	62,225.32	62,225.32		62,225.32	-
Cartmill Interchange	7,213,500.74	6.358%	458,603.67	458,603.67		458,603.67	-
Cartmill Right of Way	62,452.66	100%	62,452.66	62,452.66		62,452.66	-
Cartmill, J to Oaks	2,351.45	100%	2,351.45	2,351.45		2,351.45	-
Cedar Grove Oversize	6,914.06	100%	6,914.06	6,914.06		6,914.06	-
Commercial Ave PSR	68,544.64	Various	64,401.04	64,401.04		64,401.04	-
Del Lago Specific Plan Area	162,194.21	100%	162,194.21	162,194.21		162,194.21	-
E Street - Cross to San Joaquin	2,538.00	100%	2,538.00	2,538.00		2,538.00	-
Goodin/99 PSR	2,842.63	100%	2,842.63	2,842.63		2,842.63	-
Heritage Park Oversize	54,002.50	100%	54,002.50	54,002.50		54,002.50	-
Highway 99 - Prosperity PSR	20,648.62	36.46%	7,528.49	7,528.49		7,528.49	-
Interchange - Cartmill/99	38,000.00	72.91%	27,705.80	27,705.80		27,705.80	-
Interchange - Paige/99	29,300.00	72.91%	21,362.63	21,362.63		21,362.63	-
Laspina at Paige Avenue	280,336.39	100%	280,336.39	280,336.39		280,336.39	-
Laspina overlay - Blackstone to R	145,217.97	100%	145,217.97	145,217.97		145,217.97	-
Leland Masonry Wall	1,821.70	100%	1,821.70	1,821.70		1,821.70	-
Lennar Reduction Agreement	(119,186.11)	100%	(119,186.11)	(119,186.11)		(119,186.11)	-
M Street - Garfield to Kennedy	36,892.64	100%	36,892.64	36,892.64		36,892.64	-
M street Ext Cartmill Oaks	345,306.63	100%	345,306.63	345,306.63		345,306.63	-
McMillin Oversize	17,582.40	100%	17,582.40	17,582.40		17,582.40	-
Morrison/Alpine Street	111,319.76	100%	111,319.76	111,319.76		111,319.76	-
Overlay - M/Pleasant	112,601.93	100%	112,601.93	112,601.93		112,601.93	-
Palm Ranch Oversize	50,096.00	100%	50,096.00	50,096.00		50,096.00	-
Parkwood Meadows Oversize	63,307.18	100%	63,307.18	63,307.18		63,307.18	-
Presidential Estates Oversize	60,095.76	100%	60,095.76	60,095.76		60,095.76	-
Professional	2,272.51	100%	2,272.51	2,272.51		2,272.51	-
Prosperity Ave & E Street	2,640.00	100%	2,640.00	2,640.00		2,640.00	-
Prosperity Ave Improvements	1,339,516.83	100%	1,339,516.83	1,339,516.83		1,339,516.83	-
Prosperity/Cherry Signal Oversize	119,343.06	100%	119,343.06	119,343.06		119,343.06	-
Remix - North J/Pleasant/Fwy 99	53,802.97	100%	53,802.97	53,802.97		53,802.97	-
Sierra Springs Oversize	8,500.00	100%	8,500.00	8,500.00		8,500.00	-
Sunrise Estates Oversize	116,210.00	100%	116,210.00	116,210.00		116,210.00	-
Traffic Signal - Bardsley & E	26,440.84	Various	19,412.08	19,412.08		19,412.08	-
Traffic Signal - Bardsley & O	563,418.71	50%	281,712.86	281,712.86		281,712.86	-
Traffic Signal - Bardsley Avenue	108,219.70	50%	54,109.85	54,109.85		54,109.85	-
Traffic Signal - Bardsley/Spruce	40,040.00	75%	30,030.00	30,030.00		30,030.00	-
Traffic Signal - Blackstone/Cross	11,971.00	25%	2,992.75	2,992.75		2,992.75	-
Traffic Signal - Cartmill & M	612,789.19	100%	612,789.19	612,789.19		612,789.19	-
Traffic Signal - Cartmill & Mooney	286,599.35	100%	286,599.35	286,599.35		286,599.35	-
Traffic Signal - Cross & B	33,876.02	Various	13,764.18	13,764.18		13,764.18	-
Traffic Signal - Cross/Cherry	47,519.00	50%	23,759.50	23,759.50		23,759.50	-
Traffic Signal - Cross/E	185,839.38	100%	185,839.38	185,839.38		185,839.38	-
Traffic Signal - Cross/West	770,245.32	50%	385,122.66	385,122.66		385,122.66	-
Traffic Signal - Highway 137	88,920.00	100%	88,920.00	88,920.00		88,920.00	-
Traffic Signal - Hillman/Leland	167,616.42	100%	167,616.42	167,616.42		167,616.42	-
Traffic Signal - Laspina/Prosperity	219,466.42	50%	109,733.21	109,733.21		109,733.21	-
Traffic Signal - Paige/Blackstone	11,413.00	75%	8,559.75	8,559.75		8,559.75	-
Traffic Signal - Prosperity/E	1,005,809.75	13.282%	133,592.31	133,592.31		133,592.31	-
Prosperity/Oaks Traffic Signal*	19,718.01	25%	4,929.50	4,929.50		4,929.50	-
Traffic Signal - Tulare & E	11,700.00	100%	11,700.00	11,700.00		11,700.00	-
Traffic Signal - Tulare Laspina	28,257.00	50%	14,128.50	14,128.50		14,128.50	-
Traffic Signal - Tulare/West	244,957.95	50%	122,478.98	122,478.98		122,478.98	-
Valley Estates Oversize	64,106.30	100%	64,106.30	64,106.30		64,106.30	-
Various Oversize Payments	20,754.25	100%	20,754.25	20,754.25		20,754.25	-
Various Projects	203,128.00	100%	203,128.00	203,128.00		203,128.00	-
Vista Del Sol Oversize	149,139.00	100%	149,139.00	149,139.00		149,139.00	-
Windmill Oversize	91,052.89	100%	91,052.89	91,052.89		91,052.89	-
Prosperity/Oaks Traffic Signal*	35,875.73	100%	35,875.73	35,875.73		35,875.73	-
Traffic Signal - Prosperity/E	379,477.64	14.80%	56,162.67	56,162.67		56,162.67	-
Prosperity/Oaks Traffic Signal	4,970.10	6.990%	347.41	347.41		347.41	-
Cartmill/Hillman	230,963.62	100%	230,963.62	230,963.62		230,963.62	-
Property/Oaks Traffic Signal	17,693.63	7.515%	1,329.73	1,329.73		1,329.73	-
Mooney Blvd-KCOK/Seminole Oversize	36,998.34	100%	36,998.34	36,998.34		36,998.34	-
Mooney & Seminole Signal Impr	191,912.50	100%	191,912.50	191,912.50		191,912.50	-
Prosperity/Oaks Traffic Signal*	701,720.90	See Note	44,194.77		44,194.77	44,194.77	-
Totals	18,078,175.72		8,358,929.06	8,314,734.30	44,194.77	8,358,929.06	-

*Prosperity/Oaks Traffic Signal maximum to be claimed by DIF is \$85,000 per city engineer

CITY OF TULARE
Fund 235 -Grade Separation

Exhibit G

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
05-06	313,497.00	1,548.97			315,045.97			315,045.97	-
06-07	381,836.48	26,913.79			408,750.27			723,796.24	-
07-08	248,267.44	42,583.83			290,851.27	155,269.29	155,269.29	859,378.22	-
08-09	140,650.19	28,108.55			168,758.74	53,280.00	53,280.00	974,856.96	-
09-10	57,749.62	15,657.08			73,406.70	26,201.69	26,201.69	1,022,061.97	-
10-11	68,982.70	8,766.66			77,749.36	468,194.69	468,194.69	631,616.64	-
11-12	70,343.26	6,302.25			76,645.51	263,095.49	263,095.49	445,166.66	-
12-13	134,593.46	1,175.78			135,769.24			580,935.90	-
13-14	65,005.46	8,290.02			73,295.48			654,231.38	-
14-15	90,872.29	4,507.71			95,380.00			749,611.38	-
15-16	91,064.84	5,082.10			96,146.94	794,818.00	794,818.00	50,940.32	-
16-17	138,685.82	(879.95)			137,805.87	29,849.40	29,849.40	158,896.79	-
17-18	146,515.63	32.90			146,548.53			305,445.32	-
18-19	170,077.72	17,400.28			187,478.00			492,923.32	-
19-20	277,531.86	14,612.63			292,144.49			785,067.81	-
20-21	81,889.65	(2,153.86)			79,735.79			864,803.60	-
21-22	5,472.58	1,683.20			7,155.78			871,959.38	
Totals	2,483,036.00	179,631.94	-	-	2,662,667.94	1,790,708.56	1,790,708.56		

CITY OF TULARE
Fund 240 -Bridges and Culverts

Exhibit H

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-			-	-
92-93	7,113.73				7,113.73	53,570.00	7,113.73	-	46,456.27
93-94	2,090.84				2,090.84	885.25	2,090.84	-	45,250.68
94-95	7,137.17				7,137.17	3,564.93	7,137.17	-	41,678.44
95-96	20,846.82				20,846.82		20,846.82	-	20,831.62
96-97	2,494.01				2,494.01		2,494.01	-	18,337.61
97-98	7,013.83	497.25			7,511.08	9,723.90	7,511.08	-	20,550.43
98-99	3,193.44	(29.37)			3,164.07		3,164.07	-	17,386.36
99-00	3,132.34	(0.93)			3,131.41		3,131.41	-	14,254.95
00-01	3,216.78	74.57			3,291.35		3,291.35	-	10,963.60
01-02	2,871.92				2,871.92		2,871.92	-	8,091.68
02-03	3,116.01				3,116.01		3,116.01	-	4,975.67
03-04	1,949.63				1,949.63		1,949.63	-	3,026.04
04-05					-			-	3,026.04
05-06					-			-	3,026.04
06-07					-			-	3,026.04
07-08					-			-	3,026.04
08-09					-			-	3,026.04
09-10					-			-	3,026.04
10-11					-			-	3,026.04
11-12					-			-	3,026.04
12-13					-			-	3,026.04
13-14					-			-	3,026.04
14-15					-			-	3,026.04
15-16					-			-	3,026.04
16-17					-			-	3,026.04
17-18					-			-	3,026.04
18-19					-			-	3,026.04
19-20					-			-	3,026.04
Totals	64,176.52	541.52	-	-	64,718.04	67,744.08	64,718.04		

CITY OF TULARE
Fund 245 - State Highway Projects

Exhibit I

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
05-06	186,383.13				186,383.13	83,861.90	83,861.90	102,521.23	-
06-07	757,164.45	28,317.42			785,481.87	82,757.94	82,757.94	805,245.16	-
07-08	491,300.41	54,573.79			545,874.20	5,664,988.91	1,351,119.36	-	4,313,869.55
08-09	276,368.19				276,368.19	918,509.75	276,368.19	-	4,956,011.11
09-10	114,275.06	852.06			115,127.12	196,254.47	115,127.12	-	5,037,138.46
10-11	147,560.34	932.71			148,493.05	105,063.40	148,493.05	-	4,993,708.81
11-12	148,116.13	698.42			148,814.55	93,084.80	148,814.55	-	4,937,979.06
12-13	216,839.82	272.54			217,112.36	17,023.69	217,112.36	-	4,737,890.39
13-14	112,625.76	878.82			113,504.58		113,504.58	-	4,624,385.81
14-15	172,293.44	549.26			172,842.70		172,842.70	-	4,451,543.11
15-16	177,943.48	863.99			178,807.47		178,807.47	-	4,272,735.64
16-17	256,959.75	(1,774.98)			255,184.77		255,184.77	-	4,017,550.87
17-18	260,352.27	(1,279.76)			259,072.51			259,072.51	4,017,550.87
18-19	354,570.61	21,076.10			375,646.71			634,719.22	4,017,550.87
19-20	453,537.95	20,313.26			473,851.21		118,462.80	990,107.63	3,899,088.07
20-21	122,558.03	(2,895.13)			119,662.90			1,109,770.53	3,899,088.07
21-22	10,499.04	2,163.35			12,662.39		1,122,432.92	-	2,776,655.15
Totals	4,259,347.86	125,541.85	-	-	4,384,889.71	7,161,544.86	4,384,889.71	-	

CITY OF TULARE
Fund 250 -Street Medians & Landscaping

Exhibit J

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-	850.00		-	850.00
92-93	2,397.03				2,397.03	3,823.77	850.00	1,547.03	3,823.77
93-94	1,334.79				1,334.79		2,252.92	628.90	1,570.85
94-95	2,407.90				2,407.90		1,570.85	1,465.95	-
95-96	6,437.24				6,437.24	34.17	34.17	7,869.02	-
96-97	878.73				878.73			8,747.75	-
97-98	2,421.55	703.10			3,124.65			11,872.40	-
98-99	1,077.26	491.57			1,568.83			13,441.23	-
99-00	1,057.03	599.21			1,656.24			15,097.47	-
00-01	1,085.53	280.37			1,365.90	38,409.66	16,463.37	-	21,946.29
01-02	967.73				967.73		967.73	-	20,978.56
02-03	1,051.52	4.57			1,056.09		1,056.09	-	19,922.47
03-04	657.08				657.08	1,250.00	657.08	-	20,515.39
04-05					-			-	20,515.39
05-06	24,626.00	132.61			24,758.61		20,515.39	4,243.22	-
06-07	29,672.98	1,063.34			30,736.32			34,979.54	-
07-08	18,645.37	2,287.58			20,932.95			55,912.49	-
08-09	10,526.88	1,903.62			12,430.50			68,342.99	-
09-10	4,388.85	1,109.65			5,498.50			73,841.49	-
10-11	6,025.00	637.78			6,662.78			80,504.27	-
11-12	3,038.38	844.91			3,883.29			84,387.56	-
12-13	1,486.47	419.79			1,906.26			86,293.82	-
13-14	3,084.00	1,162.99			4,246.99			90,540.81	-
14-15	6,600.00	598.82			7,198.82	18,254.88	18,254.88	79,484.75	-
15-16	6,336.00	728.43			7,064.43			86,549.18	-
16-17	7,944.00	(210.85)			7,733.15			94,282.33	-
17-18	7,488.00	247.99			7,735.99			102,018.32	-
18-19	7,344.00	4,277.11			11,621.11			113,639.43	-
19-20	5,532.00	2,579.37			8,111.37			121,750.80	-
20-21	144.00	(292.69)			(148.69)			121,602.11	-
21-22		236.00			236.00			121,838.11	-
Totals	164,655.32	19,805.27	-	-	184,224.59	62,622.48	62,622.48		

CITY OF TULARE

Exhibit K

Fund 260 - Water Supply, Distribution & Holding Facilities

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-		248,480.06	-	248,480.06
92-93	17,545.62				17,545.62	17,545.62	143,780.81	-	374,715.25
93-94	6,188.47				6,188.47	6,188.47	168,221.18	-	536,747.96
94-95	26,693.94				26,693.94	26,693.94	69,916.80	-	579,970.82
95-96	55,241.00				55,241.00	55,511.43	100,816.45	(270.43)	625,275.84
96-97	17,644.42				17,644.42	17,373.99	120,668.61	-	728,570.46
97-98	67,800.81	6,077.73			73,878.54	73,878.54	44,679.45	-	699,371.37
98-99	91,651.00	2,395.49			94,046.49	94,046.49	22,188.50	-	627,513.38
99-00	75,063.35	2,095.01			77,158.36	77,158.36	142,539.28	-	692,894.30
00-01	116,749.06	7,549.36			124,298.42	124,298.42	15,575.68	-	584,171.56
01-02	114,687.34	3,585.93			118,273.27	118,273.27	349,873.92	-	815,772.21
02-03	156,314.02	5,117.61			161,431.63	91,810.78	119,377.25	69,620.85	843,338.68
03-04	196,293.80	1,845.86			198,139.66	127,864.93	317,356.54	139,895.58	1,032,830.29
04-05	257,458.29	7,140.27			264,598.56	167,235.90	379,651.86	237,258.24	1,245,246.25
05-06	498,850.20	7,477.45			506,327.65	319,289.70	596,368.33	424,296.19	1,522,324.88
06-07	600,058.46	37,877.21			637,935.67	451,575.66	(2,968.46)	610,656.20	1,067,780.76
07-08	344,722.09	38,419.69			383,141.78	607,816.74	612,956.41	385,981.24	1,072,920.43
08-09	164,133.92	12,046.82			176,180.74	361,587.45	447,575.60	200,574.53	1,158,908.58
09-10	94,456.64	3,550.77			98,007.41	183,435.29	348,484.83	115,146.65	1,323,958.12
10-11	142,229.93	1,747.44			143,977.37	119,166.57	40,372.12	139,957.45	1,245,163.67
11-12	184,379.45	3,192.22			187,571.67	79,778.45		247,750.67	1,165,385.22
12-13	296,174.52	1,794.70			297,969.22	543,193.18	253,756.88	2,526.71	875,948.92
13-14	224,856.00	1,734.39			226,590.39	226,935.17		2,181.93	649,013.75
14-15	1,122,518.89	2,553.50			1,125,072.39	514,966.35	(134,047.40)	612,287.97	0.00
15-16	748,391.23	9,275.15			757,666.38			1,369,954.35	0.00
16-17	1,054,159.05	(8,163.20)			1,045,995.85			2,415,950.20	0.00
17-18	1,042,360.00	4,402.71			1,046,762.71	2,892.08	2,892.08	3,459,820.83	0.00
18-19	1,214,421.40	174,898.86			1,389,320.26	1,717,520.60	1,717,520.60	3,131,620.49	-
19-20	1,631,277.16	89,320.49			1,720,597.65	388,793.34	388,793.34	4,463,424.80	0.00
20-21	1,106,350.40	(15,190.11)			1,091,160.29	152,806.35	152,806.35	5,401,778.74	0.00
21-22	836,539.29	10,760.83			847,300.12			6,249,078.86	
Totals	12,505,209.75	411,506.18	-	-	12,916,715.93	6,667,637.07	6,667,637.07		

CITY OF TULARE
Fund 260 -Water Supply, Distribution & Holding Facilities
Expenditure Summary

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Admiral Estates Oversize	34,924.25	100.00%	34,924.25	34,924.25		34,924.25	-
Bardsley - Irwin to Mooney	37,852.56	100.00%	37,852.56	37,852.56		37,852.56	-
Blackstone Ranch Oversize	43,407.35	100.00%	43,407.35	43,407.35		43,407.35	-
Cambridge Oversize	23,193.12	100.00%	23,193.12	23,193.12		23,193.12	-
Cedar Grove Oversize	7,580.00	100.00%	7,580.00	7,580.00		7,580.00	-
Cottonwood Oversize	37,811.00	100.00%	37,811.00	37,811.00		37,811.00	-
Country View Estates #1 Oversize	5,061.75	100.00%	5,061.75	5,061.75		5,061.75	-
Cross & West Water Main	97,397.05	100.00%	97,397.05	97,397.05		97,397.05	-
Cross/E Street	4,380.84	100.00%	4,380.84	4,380.84		4,380.84	-
Cypress Woods Oversize	270.00	100.00%	270.00	270.00		270.00	-
Del Lago	53,633.75	100.00%	53,633.75	53,633.75		53,633.75	-
Lenmar Agreement Reduction	(97,471.82)	100.00%	(97,471.82)	(97,471.82)		(97,471.82)	-
Eastbrook Oversize	3,811.36	100.00%	3,811.36	3,811.36		3,811.36	-
Foster E/O Mooney	15.84	30.00%	4.75	4.75		4.75	-
Gal De Barcelos Oversize	34,200.00	100.00%	34,200.00	34,200.00		34,200.00	-
Gemini Water Main, Sonora	140,939.79	15.70%	22,127.55	22,127.55		22,127.55	-
Greens #1 Oversize	15,926.84	100.00%	15,926.84	15,926.84		15,926.84	-
Hillcrest - Lynora/Hillman	10,052.34	75.00%	7,539.26	7,539.26		7,539.26	-
J Street - Pleasant to Lois	6,669.00	100.00%	6,669.00	6,669.00		6,669.00	-
Kawah Estates Oversize	3,631.69	100.00%	3,631.69	3,631.69		3,631.69	-
Kmart Oversize	6,919.60	100.00%	6,919.60	6,919.60		6,919.60	-
Laspina St/S/O Paige	36,548.94	100.00%	36,548.94	36,548.94		36,548.94	-
Levin, Mooney/Bardsley	15.84	70.00%	11.09	11.09		11.09	-
Main Extension - Leland/Horizon	10,058.34	100.00%	10,058.34	10,058.34		10,058.34	-
McMillin Subdivision Oversize	164,471.55	100.00%	164,471.55	164,471.55		164,471.55	-
Meadowlark Oversize	1,145.55	100.00%	1,145.55	1,145.55		1,145.55	-
Mervyn's Oversize	18,080.41	100.00%	18,080.41	18,080.41		18,080.41	-
Miscellaneous Oversize Payments	45,034.16	100.00%	45,034.16	45,034.16		45,034.16	-
Mooney, Foster/Levin	11,395.66	5.00%	569.78	569.78		569.78	-
Mooney/Cross to Prosperity	21,685.50	100.00%	21,685.50	21,685.50		21,685.50	-
New Pipeline Construction	325,867.50	100.00%	325,867.50	325,867.50		325,867.50	-
New Well	2,680.21	90.00%	2,412.19	2,412.19		2,412.19	-
North Oak Estates	225.00	100.00%	225.00	225.00		225.00	-
Paige Avenue & Laspina Street	37,529.78	Various	9,392.17	9,392.17		9,392.17	-
Palm Ranch Oversize	35,420.00	100.00%	35,420.00	35,420.00		35,420.00	-
Parcel Map #93-09 Oversize	773.36	100.00%	773.36	773.36		773.36	-
Pleasant Valley West Oversize	3,663.14	100.00%	3,663.14	3,663.14		3,663.14	-
Presidential Estates Oversize	11,000.00	100.00%	11,000.00	11,000.00		11,000.00	-
Professional Services	270.43	100.00%	270.43	270.43		270.43	-
Prosperity Avenue & E Street	1,826.26	Various	789.60	789.60		789.60	-
Prosperity Main (E to North)	134,946.35	100.00%	134,946.35	134,946.35		134,946.35	-
Prosperity West Oversize	731.24	100.00%	731.24	731.24		731.24	-
Prosperity, Mooney/Laspina	8,147.20	80.00%	6,517.76	6,517.76		6,517.76	-
Prosperity, Oakmore/Mooney	16.32	100.00%	16.32	16.32		16.32	-
Prosperity/N Street/Oak Oversize	47,146.15	100.00%	47,146.15	47,146.15		47,146.15	-
Sierra View Estates Oversize	3,586.43	100.00%	3,586.43	3,586.43		3,586.43	-
Sunrise Estates Oversize	23,584.89	Various	23,526.14	23,526.14		23,526.14	-
The Grove	459.92	100.00%	459.92	459.92		459.92	-
Valley Estates Oversize	109,013.48	100.00%	109,013.48	109,013.48		109,013.48	-
Vista Del Sol Oversize	32,087.99	100.00%	32,087.99	32,087.99		32,087.99	-
W St, Cartmill/Oaks	9,127.67	100.00%	9,127.67	9,127.67		9,127.67	-
Cross/S Street	343.67	100.00%	343.67	343.67		343.67	-
Water System Master Plan	100,000.00	75.00%	75,000.00	75,000.00		75,000.00	-
Well #26	135,900.29	92.42%	125,599.05	125,599.05		125,599.05	-
Well #27	232,407.13	92.42%	214,790.72	214,790.72		214,790.72	-
Well #28	74,541.84	100%	74,541.84	74,541.84		74,541.84	-
Well #31	113,548.91	90.00%	113,548.91	113,548.91		113,548.91	-
Well #33	268,474.40	90.00%	241,626.96	241,626.96		241,626.96	-
Well #35	340,438.37	90.00%	306,394.53	306,394.53		306,394.53	-
Well #35	80,501.07	100.00%	80,501.07	80,501.07		80,501.07	-
Well #36	358,127.91	90.00%	322,315.12	322,315.12		322,315.12	-
Well #38	340,859.78	100.00%	340,859.78	340,859.78		340,859.78	-
Well #39	252,511.37	100.00%	252,511.37	252,511.37		252,511.37	-
Well #41	592,793.26	100.00%	592,793.26	592,793.26		592,793.26	-
Well #42	85,215.56	100.00%	85,215.56	85,215.56		85,215.56	-
Wells #34	108,246.96	90.00%	108,246.96	108,246.96		108,246.96	-
Westwood Village Estates #1 Oversize	7,651.99	100.00%	7,651.99	7,651.99		7,651.99	-
Windmills Oversize	60,229.86	100.00%	60,229.86	60,229.86		60,229.86	-
Cartmill/Hillman	12,737.22	100.00%	12,737.22	12,737.22		12,737.22	-
Cartmill/Mooney	5,798,986.62	27.08%	1,622,556.46	1,622,556.46		1,622,556.46	(0.00)
Cartmill Oversize	2,721.60	100.00%	2,721.60	2,721.60		2,721.60	-
Devonshire Street Oversize	40,871.10	100.00%	40,871.10	40,871.10		40,871.10	-
Bolton Ave Oversize	41,526.30	100.00%	41,526.30	41,526.30		41,526.30	-
Well - Cartmill/Mooney #47	618,685.43	27.99%	173,162.01	173,162.01		173,162.01	(0.00)
Cartmill/Hillman Water Lines	215,631.33	100.00%	215,631.33	215,631.33		215,631.33	-
New Well - W10048	152,806.35	100.00%	152,806.35		152,806.35	152,806.35	-
Totals	11,627,153.89		6,667,637.06	6,514,830.72	152,806.35	6,667,637.07	(0.00)

CITY OF TULARE
Fund 265 - Ground Water Recharge

Exhibit L

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
07-08	126,323.13	3,045.67			129,368.80	2,255,192.23	129,368.80	-	2,125,823.43
08-09	112,534.21	1,406.02			113,940.23		113,940.23	-	2,011,883.20
09-10	73,211.99	613.35			73,825.34	134,053.57	73,825.34	-	2,072,111.43
10-11	84,124.78	397.70			84,522.48	1,591,157.47	84,522.48	-	3,578,746.42
11-12	78,563.55	518.72			79,082.27	163,894.90	79,082.27	-	3,663,559.05
12-13	67,598.82	1.25			67,600.07		67,600.07	-	3,595,958.98
13-14	64,883.00	615.75			65,498.75		65,498.75	-	3,530,460.23
14-15	140,050.81	474.52			140,525.33		140,525.33	-	3,389,934.90
15-16	166,448.21	844.53			167,292.74		167,292.74	-	3,222,642.16
16-17	215,351.33	(1,547.17)			213,804.16		213,804.16	-	3,008,838.00
17-18	206,347.91	(1,032.72)			205,315.19		204,423.52	891.67	2,804,414.48
18-19	297,693.85	9,135.88			306,829.73		307,721.41	(0.01)	2,496,693.07
19-20	225,302.38	3,023.54			228,325.92		228,325.92	(0.01)	2,268,367.15
20-21	121,059.52	(703.28)			120,356.24		120,356.24	(0.01)	2,148,010.91
21-22	66,184.83	6.91			66,191.74		66,191.74	(0.01)	2,081,819.17
					-				
					-				
					-				
					-				
					-				
Totals	2,045,678.32	16,800.67	-	-	2,062,478.99	4,144,298.17	2,062,479.00		

CITY OF TULARE

Fund 265 - Ground Water Recharge
Expenditure Summary

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Land - Plum Orchard	2,255,192.23	100.00%	2,255,192.23	1,875,931.02	120,356.24	1,996,287.26	258,904.97
Plum Property Basin Improvement	1,889,105.94	100.00%	1,889,105.94			-	1,889,105.94
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
			-			-	-
Totals	4,144,298.17		4,144,298.17	1,875,931.02	120,356.24	1,996,287.26	2,148,010.91

CITY OF TULARE

Exhibit M

Fund 290 - Sewage Collection & Wastewater Treatment Facilities

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-	28,154.01		-	28,154.01
92-93	63,508.91				63,508.91	51,209.92	43,946.41	19,562.50	35,417.52
93-94	19,730.10				19,730.10	122,774.00	39,292.60	-	118,898.92
94-95	79,790.96				79,790.96	558,527.62	79,790.96	-	597,635.58
95-96	160,266.54				160,266.54	6,347.98	159,852.80	413.74	444,130.76
96-97	43,786.99				43,786.99	14,754.45	41,833.99	2,366.74	417,051.22
97-98	136,697.73	12,296.95			148,994.68	6,926,995.18	128,093.72	23,267.70	7,215,952.68
98-99	161,386.40	4,491.62			165,878.02	764,341.71	137,477.12	51,668.60	7,842,817.27
99-00	144,644.96	5,617.69			150,262.65	3,077,861.76	138,878.15	63,053.10	10,781,800.88
00-01	183,701.44	12,284.83			195,986.27	93,160.31	241,509.49	17,529.88	10,633,451.70
01-02	194,352.64	6,918.36			201,271.00		184,628.06	34,172.82	10,448,823.64
02-03	141,033.21	6,823.41			147,856.62	102,168.00	131,250.98	50,778.46	10,419,740.66
03-04	164,444.26	2,048.18			166,492.44	24,009.43	154,813.37	62,457.53	10,288,936.72
04-05	189,573.65	4,434.43			194,008.08		172,743.38	83,722.23	10,116,193.34
05-06	319,280.15	3,196.88			322,477.03		287,765.07	118,434.19	9,828,428.27
06-07	385,527.79	17,216.19			402,743.98	6,214,198.00	331,180.56	189,997.61	15,711,445.71
07-08	206,178.37	14,646.25			220,824.62	677,930.34	186,625.59	224,196.64	16,202,750.46
08-09	99,184.52	8,161.68			107,346.20	1,919,332.52	331,542.84	-	17,790,540.14
09-10	60,956.48	1,093.86			62,050.34	281,746.88	62,050.34	-	18,010,236.68
10-11	87,510.80	529.73			88,040.53	9,335.72	88,040.53	-	17,931,531.87
11-12	142,333.26	1,675.56			144,008.82	82,285.63	144,008.82	-	17,869,808.68
12-13	280,589.07	613.76			281,202.83	200,788.17	281,202.83	-	17,789,394.02
13-14	217,533.64	2,039.82			219,573.46	(53,373.25)	219,573.46	-	17,516,447.31
14-15	1,056,063.22	2,395.25			1,058,458.47		1,058,458.47	-	16,457,988.84
15-16	699,984.56	2,590.82			702,575.38		702,575.38	-	15,755,413.46
16-17	968,285.71	(6,502.27)			961,783.44		961,783.44	-	14,793,630.02
17-18	970,426.82	(4,813.53)			965,613.29	3,553.13	961,619.57	3,993.72	13,835,563.58
18-19	1,139,602.72	33,559.37			1,173,162.09	146,354.45	1,177,155.81	-	12,804,762.22
19-20	1,377,768.85	15,213.23			1,392,982.08		1,392,982.08	-	11,411,780.14
20-21	716,273.82	(2,766.84)			713,506.98		713,506.98	-	10,698,273.16
21-22	341,828.37	(78.27)			341,750.10		341,750.10	-	10,356,523.06
Totals	10,752,245.94	143,686.96	-	-	10,554,182.80	21,252,455.96	10,895,932.90		

CITY OF TULARE
Fund 290 - Sewage Collection & Wastewater Treatment Facilities
Expenditure Summary

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Acquifer Storage & Recovery System	74,006.94	100%	74,006.94	74,006.94		74,006.94	-
Admiral Estates Oversize	5,674.80	100%	5,674.80	5,674.80		5,674.80	-
Aerators In Pond #1	10,990.64	100%	10,990.64	10,990.64		10,990.64	-
Blackstone Ranch Oversize	96,665.88	100%	96,665.88	96,665.88		96,665.88	-
Cambridge Oversize	153,861.18	100%	153,861.18	153,861.18		153,861.18	-
Change Order #7	3,180.70	80%	2,544.56	2,544.56		2,544.56	-
Cottonwood Subdivision Oversize	69,438.05	100%	69,438.05	69,438.05		69,438.05	-
Del Lago #1	122,951.43	100%	122,951.43	122,951.43		122,951.43	-
Eastside Sewer Main/Truck	49,754.04	Various	45,626.69	45,626.69		45,626.69	-
Domestic Plant Expansion	7,932,282.88	100%	7,932,282.88			-	7,932,282.88
Foster E/O Mooney	15.84	30%		4.75		4.75	-
Greens #1 Oversize	31,184.12	100%	31,184.12	31,184.12		31,184.12	-
Heritage Park Subdivision	94,251.34	95%	89,538.77	89,538.77		89,538.77	-
Hillman Sewer	425,939.99	100%	425,939.99	425,939.99		425,939.99	-
Industrial Plant/Pond Improvements	2,862,770.54	100%	2,862,770.54	2,862,770.54		2,862,770.54	-
Levin, Mooney/Bardsley	15.84	70%	11.09	11.09		11.09	-
Main Extension - Leland/Horizon	5,843.04	100%	5,843.04	5,843.04		5,843.04	-
McMillin Subdivision Oversize	50,062.81	100%	50,062.81	50,062.81		50,062.81	-
Miscellaneous Extensions	190,287.98	100%	190,287.98	190,287.98		190,287.98	-
Mooney, Foster/Levin	11,395.66	5%	569.78	569.78		569.78	-
Oversize Payments	79,507.14	Various	78,180.28	78,180.28		78,180.28	-
Palm Rancho #2 Oversize	7,949.25	100%	7,949.25	7,949.25		7,949.25	-
Percolation Groundwater Extraction Study	8,000.00	100%	8,000.05	8,000.05		8,000.05	-
Piping to New Land	358,089.54	100%	358,089.54	358,089.54		358,089.54	-
Plant Expansion Design	547,287.25	100%	547,287.25	547,287.25		547,287.25	-
Professional Services	789.42	100%	789.42	789.42		789.42	-
Prosperity, Mooney/Laspina	4,966.50	80%	3,973.20	3,973.20		3,973.20	-
Prosperity, Oakmore/Mooney	16.32	100%	16.32	16.32		16.32	-
Prosperity Ave & E Street	2,433.99	Various	676.63	676.63		676.63	-
Sewer Main Prosperity/West-E Street	210,104.29	100%	210,104.29	210,104.29		210,104.29	-
Sewer Master Plan	20,154.01	100%	20,154.01	20,154.01		20,154.01	-
So Tulare Industrial Sewer Project	416,855.67	100%	416,855.67	416,855.67		416,855.67	-
Sunrise Estates Oversize	15,971.12	100%	15,971.12	15,971.12		15,971.12	-
Valley Estates Oversize	988,880.75	100%	988,880.75	988,880.75		988,880.75	-
Various Oversize Unreported Cost	947.88	100%	947.88	947.88		947.88	-
Vista Del Sol Oversize	9,613.00	100%	9,613.00	9,613.00		9,613.00	-
Westside Truckline	6,214,198.00	100%	6,214,198.00	2,734,700.75	713,506.98	3,448,207.73	2,765,990.27
Westwood Village #2 Oversize	13,368.35	20%	2,673.67	2,673.67		2,673.67	-
Windmills Subdivision Oversize	101,305.37	100%	101,305.37	101,305.37		101,305.37	-
Lennar Reduction Agreement	(53,373.25)	100%	(53,373.25)	(53,373.25)		(53,373.25)	-
Cartmill/Hillman	7,855.04	100%	7,855.04	7,855.04		7,855.04	-
Willow Glen Oversize	130,410.25	100%	130,410.25	130,410.25		130,410.25	-
Seminole Ave Oversize	11,642.29	100%	11,642.29	11,642.29		11,642.29	-
			-			-	-
			-			-	-
			-			-	-
Totals	21,287,545.88		21,252,455.96	9,840,675.82	713,506.98	10,554,182.80	10,698,273.15

CITY OF TULARE
Fund 301 - Storm Drainage Facilities

Exhibit N

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Cost to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-	333,088.36		-	333,088.36
92-93					-			-	333,088.36
93-94	8,921.31				8,921.31	51,846.57	4,688.25	4,233.06	380,246.68
94-95	20,939.81				20,939.81	282,415.29	9,069.55	16,103.32	653,592.42
95-96	35,196.21				35,196.21	474,631.80	15,076.81	36,222.72	1,113,147.41
96-97	29,610.52				29,610.52	57,645.99	11,606.05	54,227.19	1,159,187.35
97-98	61,307.34	6,854.42			68,161.76	451.86	33,119.87	89,269.08	1,126,519.34
98-99	72,980.68	5,629.98			78,610.66	27,831.51	18,667.26	149,212.48	1,135,683.59
99-00	114,121.44	9,795.05			123,916.49	203,021.44	28,704.31	244,424.66	1,310,000.72
00-01	137,574.95	14,555.59			152,130.54		362,101.69	34,453.51	947,899.03
01-02	155,232.82	6,431.60			161,664.42	11,145.39	124,187.49	71,930.44	834,856.93
02-03	237,468.51	11,461.39			248,929.90	131,663.10	248,510.26	72,350.08	718,009.77
03-04	269,439.95	2,292.61			271,732.56	310,692.55	266,332.26	77,750.38	762,370.06
04-05	353,066.06	9,400.46			362,466.52		321,648.06	118,568.84	440,722.00
05-06	806,001.98	9,571.24			815,573.22	1,441,996.50	487,781.28	446,360.78	1,394,937.22
06-07	1,023,292.96	75,582.70			1,098,875.66	86,932.58	500,112.35	1,045,124.09	981,757.45
07-08	408,647.02	102,690.98			511,338.00	3,027,738.46	384,966.31	1,171,495.78	3,624,529.60
08-09	340,478.28	35,954.25			376,432.53	1,640,837.11	1,547,928.31	-	3,717,438.40
09-10	215,937.22	698.66			216,635.88	264,028.59	216,635.88	-	3,764,831.11
10-11	203,402.70	802.00			204,204.70	300,782.90	204,204.70	-	3,861,409.31
11-12	264,509.52	1,925.02			266,434.54		267,955.83	(1,521.29)	3,593,453.48
12-13	251,015.74	58.19			251,073.93		251,073.93	(1,521.29)	3,342,379.55
13-14	203,078.51	1,793.38			204,871.89	(889,477.47)	204,871.89	(1,521.29)	2,248,030.19
14-15	399,061.59	1,294.22			400,355.81		400,355.81	(1,521.29)	1,847,674.38
15-16	399,326.80	1,944.63			401,271.43		399,750.14	-	1,447,924.24
16-17	522,575.31	(3,258.89)			519,316.42		519,316.42	-	928,607.82
17-18	458,769.53	(2,371.72)		1,521.29	457,919.10	881.40	881.40	457,037.70	928,607.82
18-19	612,959.74	36,937.40			649,897.14	211,673.56	1,106,934.84	-	33,346.54
19-20	590,336.22	6,797.18			597,133.40	176,849.84	210,196.38	386,937.02	(0.00)
20-21	118,826.70	(1,247.23)			117,579.47			504,516.49	(0.00)
21-22	60,977.59	1,056.12			62,033.71			566,550.20	
Totals	8,375,057.01	336,649.23	-	1,521.29	8,713,227.53	8,146,677.33	8,146,677.33		

Adjustment to correct beginning balance

CITY OF TULARE
Fund 301 - Storm Drainage Facilities
Expenditure Summary

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
La Vina Estates Oversize	11,145.39	100.00%	11,145.39	11,145.39		11,145.39	-
North Oaks Oversize	62,610.81	35.00%	21,913.78	21,913.78		21,913.78	-
Outlet Mall Storm Drain Basin	2,110,800.57	100.00%	2,110,800.57	2,110,800.57		2,110,800.57	-
Pleasant Valley Oversize	219,704.37	100.00%	155,480.12	155,480.12		155,480.12	-
Shasta Acres Oversize	30,569.67	47.00%	14,367.74	14,367.74		14,367.74	-
Storm Drain Master Plan	192,092.47	100.00%	192,092.47	192,092.47		192,092.47	-
California Estates Oversize	144,835.67	Various	144,785.02	144,785.02		144,785.02	-
Cypress Woods Oversize	7,870.27	95.00%	7,476.76	7,476.76		7,476.76	-
Admiral Estates Oversize	63,799.81	100.00%	63,799.81	63,799.81		63,799.81	-
Ametijan Storm Drain	264,028.59	100.00%	264,028.59	264,028.59		264,028.59	-
Autumn Glen Oversize	37,135.00	100.00%	37,135.00	37,135.00		37,135.00	-
Cambridge Oversize	754,347.27	100.00%	754,347.27	754,347.27		754,347.27	-
Cottonwood Oversize	16,081.00	100.00%	16,081.00	16,081.00		16,081.00	-
Country View Oversize	95,780.24	100.00%	95,780.24	95,780.24		95,780.24	-
Del Lago Oversize	558,606.11	100.00%	558,606.11	558,606.11		558,606.11	-
Eastbrook Oversize	26,108.13	100.00%	26,108.13	26,108.13		26,108.13	-
Green's Oversize	324,435.99	100.00%	324,435.99	324,435.99		324,435.99	-
Heritage Park Oversize	55,237.63	100.00%	55,237.63	55,237.63		55,237.63	-
Kaweah Estates Oversize	40,570.03	100.00%	40,570.03	40,570.03		40,570.03	-
Meadowlark	236,260.78	Various	200,084.94	200,084.94		200,084.94	-
Oak Meadow Oversize	22,959.27	100.00%	22,959.27	22,959.27		22,959.27	-
Cypress Woods Oversize	31,932.00	100.00%	31,932.00	31,932.00		31,932.00	-
Oversize Payment	50,169.23	100.00%	50,169.23	50,169.23		50,169.23	-
Palm Ranch Oversize	434,185.00	100.00%	434,185.00	434,185.00		434,185.00	-
Parcel Map 80-PM-01 (Roche)	4,527.78	100.00%	4,527.78	4,527.78		4,527.78	-
Parcel Map 89-pm-17	39,066.65	100.00%	39,066.65	39,066.65		39,066.65	-
Ponding Basin - California Estates	1,626.30	85.00%	1,382.36	1,382.36		1,382.36	-
Professional Services	132.35	100.00%	132.35	132.35		132.35	-
Prosperity West	16,329.24	Various	13,601.20	13,601.20		13,601.20	-
Storm Drain - Leland/Horizon	294,041.00	100.00%	294,041.00	294,041.00		294,041.00	-
Sunrise Estates	89,257.90	100.00%	89,257.90	89,257.90		89,257.90	-
Terrace Park Pond	265,796.86	40.00%	106,318.74	106,318.74		106,318.74	-
Valley Estates Oversize	267,451.70	100.00%	267,451.70	267,451.70		267,451.70	-
Vineland Estates Overszie	37,478.83	100.00%	37,478.83	37,478.83		37,478.83	-
Vintage Square	1,220.34	100.00%	1,220.34	1,220.34		1,220.34	-
Vista Del Sol Oversize	300,782.90	100.00%	300,782.90	300,782.90		300,782.90	-
Westgate Estates Oversize	80,330.38	100.00%	80,330.38	80,330.38		80,330.38	-
Windmills Oversize	1,777,635.78	100.00%	1,777,635.78	1,744,289.24	33,346.54	1,777,635.78	-
Lennar Reduction Agreement	(889,477.47)	100.00%	(889,477.47)	(889,477.47)		(889,477.47)	-
Cartmill/Hillman	17,264.96	100.00%	17,264.96	17,264.96		17,264.96	-
Logan Ave Oversize	166,461.19	100.00%	166,461.19	166,461.19		166,461.19	(0.00)
Devonshire St Oversize	6,854.40	100.00%	6,854.40	6,854.40		6,854.40	-
Britannia St Oversize	21,974.41	100.00%	21,974.41	21,974.41		21,974.41	-
Cartmill/Hillman	176,849.81	100.00%	176,849.81		176,849.81	176,849.81	-
			-			-	-
Totals	8,466,870.61		8,146,677.30	7,936,480.95	210,196.35	8,146,677.30	-

CITY OF TULARE
Fund 360 -Street Sweeping

Exhibit O

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Costs to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92	164.73				164.73			164.73	-
92-93	651.51				651.51			816.24	-
93-94	189.30				189.30			1,005.54	-
94-95	669.88				669.88			1,675.42	-
95-96	1,517.72				1,517.72	7.49	7.49	3,185.65	-
96-97	176.92				176.92			3,362.57	-
97-98	715.80	269.36			985.16			4,347.73	-
98-99	204.77	178.30			383.07			4,730.80	-
99-00	193.79	210.45			404.24	126,379.25	5,135.01	0.03	121,244.24
00-01	199.01	(32.61)			166.40		166.43	(0.00)	121,077.81
01-02	1,131.68	50.10			1,181.78		1,181.78	-	119,896.03
02-03	192.78	53.46			246.24		246.24	-	119,649.79
03-04	111.30				111.30		111.30	-	119,538.49
04-05					-			-	119,538.49
05-06					-			-	119,538.49
06-07					-			-	119,538.49
07-08					-			-	119,538.49
08-09					-			-	119,538.49
09-10					-			-	119,538.49
10-11					-			-	119,538.49
11-12					-			-	119,538.49
12-13					-			-	119,538.49
13-14					-			-	119,538.49
14-15					-			-	119,538.49
15-16					-			-	119,538.49
16-17									119,538.49
17-18									119,538.49
18-19									119,538.49
19-20									119,538.49
20-21									119,538.49
Totals	6,119.19	729.06	-	-	6,848.25	126,386.74	6,848.25		

CITY OF TULARE
Fund 360 - Street Sweeping
Expenditure Summary

Exhibit O-1

Project	Total Cost	Percent Project Funds from DIF	Cost to be Claimed	Prior Year DIF Revenue Claimed	Current Year DIF Revenue	Totals DIF Claimed	Unreimbursed Cost
Professional Services	7.49	100.00%	7.49	7.49		7.49	-
99 Lease Purchase	126,379.25	100.00%	126,379.25	6,840.76		6,840.76	119,538.49
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
Totals	126,386.74		126,386.74	6,848.25	-	6,848.25	119,538.49

CITY OF TULARE
Fund 390 - Parks & Recreation Facilities

Exhibit P

Fiscal Year	Fees Collected	Interest Earned	Other Revenue	Credits/ Refunds	Total Revenue	Costs to be Claimed	Expenditures Claimed	Beginning/ End Balance	Unreimbursed Expenditures
91-92					-			-	-
92-93	10,553.55				10,553.55			10,553.55	-
93-94	6,574.26				6,574.26			17,127.81	-
94-95	34,910.31				34,910.31	285,397.50	52,038.12	-	233,359.38
95-96	35,838.88				35,838.88	190.26	35,838.88	-	197,710.76
96-97	34,873.29				34,873.29		34,873.29	-	162,837.47
97-98	75,286.16	2,998.22			78,284.38	102,135.11	78,284.38	-	186,688.20
98-99	100,034.59	1,695.06			101,729.65	140,599.51	101,729.65	-	225,558.06
99-00	122,058.00	2,500.48			124,558.48	2,854,798.66	124,558.48	-	2,955,798.24
00-01	146,541.01	7,511.98			154,052.99	110,255.47	154,052.99	-	2,912,000.72
01-02	(29,025.53)	4,089.34			(24,936.19)	183,981.35		(24,936.19)	3,095,982.07
02-03	105,373.60	13,589.65			118,963.25	23,190.02	94,027.06	-	3,025,145.03
03-04	95,778.98	4,115.13			99,894.11	22,160.10		99,894.11	3,047,305.13
04-05	465,783.00	24,472.92			490,255.92	330,810.38	590,150.03	-	2,787,965.48
05-06	1,235,486.32	22,173.82			1,257,660.14	120,430.32	1,257,660.14	-	1,650,735.66
06-07	2,603,551.74	127,296.87			2,730,848.61	1,129,694.95	2,730,848.61	-	49,582.00
07-08	2,116,382.67	74,371.74			2,190,754.41	1,144,016.63	1,193,538.09	997,216.32	60.54
08-09	587,586.00	37,881.11			625,467.11	4,261,924.67	1,622,683.43	-	2,639,301.78
09-10	427,692.00	1,539.94			429,231.94	393,838.65	429,231.94	-	2,603,908.49
10-11	571,465.50	2,726.32			574,191.82		574,191.82	-	2,029,716.67
11-12	540,907.48	3,704.59			544,612.07		544,612.07	-	1,485,104.60
12-13	347,449.94				347,449.94		347,449.94	-	1,137,654.66
13-14	329,292.00	3,150.81			332,442.81		332,442.81	-	805,211.85
14-15	719,711.75	2,300.04			722,011.79		722,011.79	-	83,200.06
15-16	815,450.59	4,037.72			819,488.31		83,200.06	736,288.25	0.00
16-17	1,029,189.34	(6,818.09)			1,022,371.25			1,758,659.50	0.00
17-18	903,886.94	2,976.93			906,863.87			2,665,523.37	0.00
18-19	1,139,901.92	142,086.76			1,281,988.68			3,947,512.05	0.00
19-20	1,287,913.15	105,127.01			1,393,040.16			5,340,552.21	0.00
20-21	755,988.12	(15,360.39)			740,627.73			6,081,179.94	0.00
21-22	487,051.90	12,054.80			499,106.70			6,580,286.64	
Totals	17,103,487.46	580,222.76	-	-	17,184,603.52	11,103,423.58	11,103,423.58		



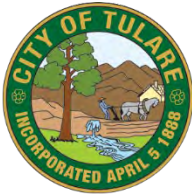
City of Tulare

Agri-Center of the World

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Clerk's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion shall be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future Council meeting agenda for action. No more than 10 items may be submitted collectively for consideration by all councilmembers at any regular meeting of the Council, and in that regard, no individual councilmember may submit more than three items for consideration at any regular meeting of the Council. In the event more than 10 items are submitted collectively, no more than two items shall be accepted for consideration from any one councilmember.

NAME OF REQUESTING COUNCILMEMBER <i>Terry A. Sayre</i>	TODAY'S DATE <i>1/9/23</i>	AGENDA DATE <i>1/17/23</i>
ITEM TITLE <i>Maintanance and repairs to the Women's Club House</i>		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM <i>Request council to agendize an item requesting staff to determine the cost to repair the club house to preserve it for a future project to rennovate at the current site or restore and move to another location.</i>		



City of Tulare
Agri-Center of the World

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Clerk’s Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion shall be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future Council meeting agenda for action. No more than 10 items may be submitted collectively for consideration by all councilmembers at any regular meeting of the Council, and in that regard, no individual councilmember may submit more than three items for consideration at any regular meeting of the Council. In the event more than 10 items are submitted collectively, no more than two items shall be accepted for consideration from any one councilmember.

NAME OF REQUESTING COUNCILMEMBER JOSE SIGALA	TODAY’S DATE 1-9-23	AGENDA DATE 1-17-23
ITEM TITLE Letter to Caltrans regarding recommendations for Inyo & Howard pedestrian improvements		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM <p>Dear Council,</p> <p>I would like to request your support in placing on the agenda for a future council meeting an agenda item requesting staff to draft a letter to Caltrans regarding any recommendations for Inyo & Howard pedestrian improvements a wroking group is working on.</p> <p>I am currrently working with School Board Member Connie Diaz, Tulare City School District staff and Captain Machado from Tulare PD to develop reasonable solutions we the city and school district can make to Caltrans to address the concerns raised by the community. Captain Machado has also committed to bringing this issue to the city's traffic safety team for discussion and possible recommendations.</p> <p>As you may recall, Caltrans staff came to council to present the work they are doing in our city along highway 137 and shared some timelines. Unfortunately, they do not move fast enough to address the concerns raised in the meeting. I was encouraged to hear they would take back our concerns for discussion and review but I am also worried that they may not rise to the point of a priority given the bureaucracy.</p> <p>The requested letter with recommendations will help keep this issue moving forward.</p> <p>Thank you for your consideration.</p> <p>JOSE SIGALA</p>		



City of Tulare

Agri-Center of the World

COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Clerk’s Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion shall be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future Council meeting agenda for action. No more than 10 items may be submitted collectively for consideration by all councilmembers at any regular meeting of the Council, and in that regard, no individual councilmember may submit more than three items for consideration at any regular meeting of the Council. In the event more than 10 items are submitted collectively, no more than two items shall be accepted for consideration from any one councilmember.

NAME OF REQUESTING COUNCILMEMBER JOSE SIGALA	TODAY’S DATE 1-9-23	AGENDA DATE 1-17-23
ITEM TITLE Staff Report request on the establishment of a Community Garden/Arts Center		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM Dear Council, I would like to request your support in placing on the agenda at a future council meeting an agenda item requesting a staff report on the cost and process of establishing a Community Garden and Arts Center on city owned property on West street south of Cross. I have been approached by constituents in my district about the possibility of developing a community garden which would allow participants the opportunity to grow fresh produce, build community and beautify a vacant city lot. Additionally establishing an Arts Center in the city working with a local nonprofit and possibly the school district to provide arts programming at center located on the site. I appreciate your consideration of this request. Thank you. JOSE SIGALA		