

Agri-Center of the World

City of Tulare

City Council

Agenda

Mayor

Terry A. Sayre, District 2

Vice Mayor

Patrick Isherwood, District 5

Councilmembers

Jose Sigala, District 1

Stephen C. Harrell, District 3

Dennis A. Mederos, District 4

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

Tuesday, March 7, 2023
6:30 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.

6:30 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 – Govt. Code Section 54956.8
Property: North side of Prosperity Ave east of West Street (APN 164-130-005)
Agency Negotiation: Marc Mondell, Mario Zamora, Michael Miller
Negotiating Parties: City of Tulare, Jeremy Nied
Under Negotiations: Price and terms of payment
- 3.2** Conference with Real Property Negotiations – Govt. Code Section 54956.8
Property: North side of Prosperity Ave east of West Street (APN 164-130-006)
Agency Negotiation: Marc Mondell, Mario Zamora, Michael Miller
Negotiating Parties: City of Tulare, Jeremy Nied
Under Negotiations: Price and terms of payment
- 3.3** Conference with Real Property Negotiations – Govt. Code Section 54956.8
Property: North side of Cross Avenue west of West Street (APN 168-340-003)
Agency Negotiation: Marc Mondell, Mario Zamora, Michael Miller
Negotiating Parties: City of Tulare
Under Negotiations: Price and terms of payment

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. PRESENTATIONS

- 9.1** Developmental Disability Awareness Month Proclamation.
- 9.2** Women's History Month Proclamation.
- 9.3** Recognition of International Women's Day and Women's History Month.

- 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/or Regular Meeting Minutes of February 21, 2023.
Recommended Action: Approve as submitted. [M. Hermann]
- 13.3** Cancellation of July 4, 2023 Regular Meeting.
Recommended Action: Approve the cancellation of the July 4, 2023 regular meeting of the City Council. [M. Hermann]
- 13.4** Termination of Proclamation of Local Emergency.
Recommended Action: Adopt a resolution terminating the Proclamation of Local Emergency declared in response to COVID-19. [M. Mondell]
- 13.5** Property Purchase for the Cross Avenue Improvement Project (EN0074).
Recommended Action: Authorize the City Manager to complete and execute the documents necessary to purchase property for public right-of-way required by Project EN0074 located on the north side of Cross Avenue as a portion of APN 168-340-002 in the amount of \$6,900, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

- 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** Community Garden and Art Center on City Property on West Street.
Recommended Action: Receive a report on the feasibility and process required to develop a community garden and art center, and provide direction to staff. [M. Anaya]
- 14.2** Tulare City Council Challenge Coin.
Recommend Action: Receive a report regarding challenge coins and provide direction to staff. [F. Ynclan]
- 14.3** Tulare Cares Temporary Encampment Rules and Regulations Revisions and Addendum No. 1.
Recommended Action: Approve the Tulare Cares Temporary Encampment Rules and Regulations Revisions and Addendum No. 1 included as an attachment and direct staff to utilize them in association with the operations of the Tulare Cares Temporary Encampment Rules and Regulations. [J. Glick]
- 14.4** General Guidelines for Economic Development Investment Program (EDIP).
Recommended Action: Approve the general guidelines for the creation of an Economic Development Investment Program (EDIP), applicable to both large and small projects, to encourage new private sector investment and job creation to the City; and authorize the City Manager and/or his designee to move forward with the implementation of the EDIP. [T. Myers]
- 14.5** Downtown Special Benefits Property Assessment Districts.
Recommended Action: Approve the issuance of a Request for Proposals to seek qualified firms to assist the City in re-examining the Downtown Special Benefits Property Assessment Districts. [T. Myers]

15. FUTURE AGENDA ITEMS - None Submitted

16. STAFF UPDATES

17. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, March 21, 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 Friday, March 3, 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: March 7, 2023 Agenda Memo
Date: March 3, 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.

6:30 p.m. - SPECIAL MEETING (CLOSED SESSION)

- 1. CALL TO ORDER SPECIAL MEETING**
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- 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. ADJOURN SPECIAL MEETING**

7:00 p.m. - REGULAR MEETING

7. CALL TO ORDER REGULAR MEETING

8. PLEDGE OF ALLEGIANCE AND INVOCATION

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9.1 Developmental Disability Awareness Month Proclamation.

9.2 Women's History Month Proclamation.

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12. COUNCIL REPORTS AND ITEMS OF INTEREST [Time Estimate: 8:00-8:05 p.m.]

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: 8:05-8:10 p.m.]

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/or Regular Meeting Minutes of February 21, 2023.

Recommended Action: Approve as submitted. [M. Hermann]

13.3 Cancellation of July 4, 2023 Regular Meeting.

Recommended Action: Approve the cancellation of the July 4, 2023 regular meeting of the City Council. [M. Hermann]

Summary: This year, Independence Day, an observed holiday which is celebrated on July 4, falls on the first Tuesday of the month. The City Council holds regular meetings every first and third Tuesday of month. With the first regular meeting in July scheduled on a day that is an observed holiday, staff recommends that the Council cancel this meeting.

13.4 Termination of Proclamation of Local Emergency.

Recommended Action: Adopt a resolution terminating the Proclamation of Local Emergency declared in response to COVID-19. [M. Mondell]

Summary: On March 4, 2020, Governor Newsom proclaimed a State of Emergency as part of the State's response to the developing COVID-19 crisis to help preserve available medical resources and prevent the catastrophic failure of the hospital system due to an anticipated surge in COVID-19 cases. On March 17, 2020, Council adopted Resolution 2020-09 declaring a local emergency for the City of Tulare related to COVID-19. This enabled the City to promptly address, prepare for, and take the actions necessary to protect health, safety, and welfare within the City, and to allow the City to access potential reimbursement by the county, state, and federal government.

On October 17, 2022, Governor Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, stating hospitalizations and deaths have dramatically reduced. As such, staff recommends Council consider and adopt a resolution terminating the City's Proclamation of Local Emergency.

13.5 Property Purchase for the Cross Avenue Improvement Project (EN0074).

Recommended Action: Authorize the City Manager to complete and execute the documents necessary to purchase property for public right-of-way required by Project EN0074 located on the north side of Cross Avenue as a portion of APN 168-340-002 in the amount of \$6,900, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

Summary: Capital Improvement Project EN0074 addresses pavement and utility infrastructure improvements along Cross Avenue west of West Street. The project includes the installation sidewalk on the north side of Cross Avenue, surface water improvements, water and sewer service modifications, street reconstruction, and improvements on the westerly side of the intersection of Cross Avenue and West Street. The project will improve surface water drainage, as well as improve pedestrian connectivity in the area. The installation of curb, gutter and sidewalk along the north side of Cross Avenue requires the acquisition of additional right-of-way from five (5) parcels.

Project EN0074 dates back to July of 2017. City Council previously identified the project as part of the approved list of SB1 funded projects on April 23, 2019. Subsequently, Council gave direction to staff to commence the design and right-of-way acquisition phases for the project. A contract was awarded to 4Creeks for design, and to Paragon Group for right-of-way acquisition services. Paragon Group completed appraisals and has been working on the City's behalf to obtain the required right-of-

way at fair market value for the five (5) parcels, which are owned by four (4) separate property owners. The subject parcel is the second owner who has accepted an offer from the City and signed a Purchase and Sale Agreement (attached).

The subject parcel is located on the north side of Cross Avenue, west of West Street. The property owner, Hector Coronel, has been working with the City's consultant team throughout the design, appraisal and acquisition process, and has agreed to sell the required property for the amount of \$6,900 in accordance with the terms previously authorized by City Council. This property acquisition encompasses 0.02 acres. The property has minor improvements on the portion being acquired. The land is valued at \$4,320, and the value associated with existing improvements affected by the acquisition (cost to cure) was determined to be \$2,481. The subsequent acquisition offer was rounded to \$6,900.

- 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** Community Garden and Art Center on City Property on West Street. [Time Estimate: 8:10-8:30 p.m.]

Recommended Action: Receive a report on the feasibility and process required to develop a community garden and art center, and provide direction to staff. [M. Anaya]

Summary: The subject property is located at 325 N. West Street, approximately 300 feet south of the Santa Fe Trail, on the west side of West Street. The property formerly consisted of a health clinic, which has since closed and the site is now vacant. The property is zoned RM3, multi-family residential, and is designated as Medium Density Residential by the City of Tulare General Plan. The raising of fruit and nut trees, vegetables and horticultural specialties is listed as a permitted use in the multi-family zone district. However, if the City included this as a park/or park-like managed facility, perhaps with other programming such as an art center on site, it would require approval of a Conditional Use Permit.

Before the City Council considers whether or not to develop a community garden along with any other amenity on site, it would be advisable for Council to consider whether or not it wants to use this property for public or private use. Management intends to bring forward a number of existing City owned properties to City Council on March 21st for its decision on whether or not to surplus these properties and so the decision with regards to the disposition of this property could be made at that time. If it were to be designated as surplus property then the property could be marketed for private use so that the City could receive payment for the property as well as generate development related fees and additional property tax along with the potential for other revenues and job creation.

However, should City Council desire to use this property for public use as a community garden or park, there are a number of steps the City must take. First, the City has to determine if there is any existing committed programmed use for the site or requirements on the use of the site. One example, is if the City received grant funds for a specific purpose and use of the site, and whether there is a sunset clause on

such requirements. If there are no such restrictions on the use of the site going forward, the City would have to declare and resolve to use the site for a specific purpose. For example, if a community garden is developed to be administered by the Parks Division, it should be reflected and incorporated into the City's Parks Master Plan, along with identifying funding for the capital costs and ongoing maintenance and operations if it will be a facility administered and managed by the City.

It should be noted that most community gardens are maintained and administered by non-profit entities, such as community groups, or schools. One option is either leasing the space to such an entity, or alternatively partnering with a local school that would want to expand or create an enhanced community garden that serves the local neighborhood. City staff see the opportunity to partner with the local school district to take this on as a project at an existing school site, and the site could be administered by the school, the PTA, or another community group. There are also organizations that assist with starting community gardens and provide best practices and train community members in maintaining and administering the community garden. Locally, there are organizations, such as Cultiva La Salud, who have a track record of establishing projects like this in the San Joaquin Valley. There is also a variety of grant funds for such projects' related costs, including community engagement and outreach.

Staff has attached a couple of articles regarding other successful community gardens for Council's consideration. The capital cost of developing a community garden will depend upon the specific plans and amenities to be included and therefore absent a specific design it is difficult to provide a reasonable cost estimate at this time. Assuming there will be a modular building to support programming and administration that cost can range from approximately \$100,000 to \$215,000 including installation plus additional cost for furnishings and depending upon size and features. It is unclear if additional parking, lighting, fencing, benches, and other items would be required to support a community garden. From a public safety perspective, there is a concern that a community garden that is unstaffed could become a place for criminal activity.

14.2 Tulare City Council Challenge Coin. [Time Estimate: 8:30-8:45 p.m.]

Recommended Action: Receive a report regarding challenge coins and provide direction to staff. [F. Yncian]

Summary: Challenge Coins have been a mainstay for many decades in military units, law enforcement agencies and fire departments. In more current years challenge coins have been used by organizations and groups, elected officials and others as a token of comradery. Many non-profits use the challenge coins as a small gift of gratitude, a job well done or excellent service. As a receiver of a challenge coin it gives the recipient a sense of pride and recognition. Many people collect challenge coins. Many municipalities use challenge coins such as Public Works departments, city halls and youth programs.

This council in particular has a lot to be proud of and it should create a coin or a seal of a job well done. With a challenge coin in hand the council can now share their coin to a presenter or during a proclamation. It can also be used as a networking tool for conferences and league meetings.

The design of the coin should be done by committee to include our current council members and their thoughts and ideas.

14.3 Tulare Cares Temporary Encampment Rules and Regulations Revisions and Addendum No. 1. [Time Estimate: 8:45-9:00 p.m.]

Recommended Action: Approve the Tulare Cares Temporary Encampment Rules and Regulations Revisions and Addendum No. 1 included as an attachment and direct staff to utilize them in association with the operations of the Tulare Cares Temporary Encampment Rules and Regulations. [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.

On January 17, 2023, City Council approved the operational guidelines for the Tulare Cares Temporary Encampment.

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. We opened the Tulare Cares Temporary Encampment on January 25, 2023 to a large number of guests and the population continues to increase each passing week. As of February 27, 2023, we have 77 guests camping in 85 tent site locations at the Temporary Encampment. The goal is to set up 135 tent site locations by April 26, 2023.

As our guest population continues to grow, additional issues have arisen which has necessitated revisions to the operational guidelines that were approved by the Council on January 17 of this year. The following items have been added to the Temporary Encampment Operational Plan and additional updates to the Rules and Regulations.

- Intake days will be every Wednesday morning from 9AM-12PM until the Tulare Cares Temporary Encampment reaches a maximum capacity of 135.
- On Wednesday mornings the Park Ranger and a member from the HALO will be visiting each tent site location and will be making contact with each guest.
- Temporary barricades have been set up at each entrance to the encampment to prevent vehicles from coming and going into the encampment. Permanent gates will be installed in the future that will prevent random vehicles from coming and going into the encampment but both gate locations will have walking access points for all of the guests.
- Additional showers will be added to provide shower service up to five days a week depending on availability.

- Food service options will be provided by third parties.
- A dog run has been added to the east side fence of the Temporary Encampment.
- All guests within seven days from the date of intake must move into their tent site location or they will lose their tent site to a guest registered on the waiting list.
- Overnight parking permits will be issued for vehicles parked inside the Temporary Encampment Parking Lot.
- No flammable or combustible gases, liquid, propane, or any other types of fuel are permitted to be stored or used on site. No flammable or combustible materials are to be permanently placed within 10' of a fire pit. No portable heater inside tent structures, either battery, solar, or fuel powered.

The complete document is included as an attachment to this staff report for City Council review.

14.4 General Guidelines for Economic Development Investment Program (EDIP). [Time Estimate: 9:00-9:30 p.m.]

Recommended Action: Approve the general guidelines for the creation of an Economic Development Investment Program (EDIP), applicable to both large and small projects, to encourage new private sector investment and job creation to the City; and authorize the City Manager and/or his designee to move forward with the implementation of the EDIP. [T. Myers]

Summary: On January 27, 2023, City Council received a 2023 Strategic Plan presentation by management staff. The purpose of the planning session was to establish a vision and direction (5 to 10-year horizon) on projects, programs and initiatives for the City and to reach a consensus on a 2023-2024 work program.

The principle strategy which emerged from the session was the City's need to focus its efforts on economic development, which will increase private sector investment and job creation thereby resulting in additional tax and utility revenue for use by the City. It is necessary for the City to generate additional tax and utility revenues to address the challenges of funding important capital construction projects, City Council initiatives, and other quality of life programs/projects for Tulare citizens.

This agenda item addresses the creation of the programs and provides the proposed guidelines for such programs as follows:

City of Tulare Small Business Incentive Program

The purpose of the Small Business Incentive Program is to attract new private sector investment and job creation to the City. This program is applicable to projects in which developers are making a minimum capital investment of \$1,000,000 (not including land acquisition and soft costs) and creating a minimum of 10 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits. The City may waive or adjust these minimum requirements for projects that offer a significant return to the City or offer some other significant measurable benefit. The maximum incentive through this program is \$150,000.

City of Tulare Large Project Investment Program

The purpose of the Large Business Investment Program is to attract new private sector investment and job creation to the City. This program is applicable to projects in which developers are making a minimum capital investment of \$10,000,000 (not including land acquisition and soft costs) and creating a minimum of 50 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits. The City may waive or adjust these minimum requirements for projects that offer a significant return to the City or offer some other significant measurable benefit. There is no maximum incentive amount through this program.

The programs are not typically available to support single family, multi-family or retail type uses unless the project is located within a special district. The City may consider mixed-use projects, hotel, grocery and destination retail uses.

A decision to offer development incentives is based on a return on investment perspective for the City. Projects that meet the minimum requirements and that can demonstrate a positive return in new property tax, sales tax, hotel transient occupancy tax or other revenues including development fees and utility revenue will be considered for incentives.

Development incentives should be provided as a reimbursement and after the developer has met its project obligations to the extent feasible (may include phasing). Independent financial review of the developer and their project proposal to determine feasibility may be required for this program.

- 14.5** Downtown Special Benefits Property Assessment Districts. [Time Estimate: 9:30-9:50 p.m.]
Recommended Action: Approve the issuance of a Request for Proposals to seek qualified firms to assist the City in re-examining the Downtown Special Benefits Property Assessment Districts. [T. Myers]

Summary: Special benefit property assessment districts are established to provide improvements and services to an area within the City limits which otherwise may not be provided to stakeholders of the district. Although specific planning and establishment of the process depends on the type of district being considered, in many cases the formation of special assessment district requires a formal process and public hearings.

In concert with the City's efforts to rehabilitate Downtown Tulare, staff is recommending to hire a consultant to re-exam the feasibility of creating a downtown special benefits property assessment district. The consultant will be responsible for recommending the type of special assessment district most beneficial to the downtown; development of a database of stakeholders and stakeholder priorities; development of an implementation plan outlining long term needs of the downtown (e.g. Maintenance, marketing, special events, lighting, landscaping, security, etc.); manage any outreach or communications strategies to stakeholders; and attend any City Council meetings as deemed necessary.

15. FUTURE AGENDA ITEMS - None Submitted

16. STAFF UPDATES [Time Estimate: 9:50-9:55 p.m.]

17. ADJOURNMENT

The next regular meeting of the Tulare City Council is Tuesday, March 21, 2023, at 7 p.m.



Proclamation

WHEREAS, on February 26, 1987, President Ronald Reagan officially proclaimed March as National Developmental Disabilities Awareness Month, calling for understanding, encouragement, and opportunities to help persons with disabilities lead productive and fulfilling lives; and

WHEREAS, we recognize the many accomplishments and contributions of people with a developmental disability who are of all racial, ethnic, educational, social, and economic backgrounds and are all valued members of society; and

WHEREAS, we acknowledge there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences and living independent, productive lives within their communities; and

WHEREAS, strive to increase awareness and openness to learn to change the attitudes and beliefs about the abilities of individuals; and

WHEREAS, we recognize that equitable experiences and full inclusion is a matter of social justice and a shared responsibility of everyone to reject segregated services and create welcoming and supporting environments, policies, and systems for all.

NOW THEREFORE, we, the City Council of the City of Tulare, do hereby proclaim the month of March 2023 as

Developmental Disabilities Awareness Month

in the City of Tulare and promote both the expectations and opportunities for individuals with developmental disabilities to participate fully in our community.

Dated this 7th day of March, 2023.

Terry A. Sayre, Mayor

Patrick Isherwood, Vice Mayor

Jose Sigala, Councilmember

Stephen C. Harrell, Councilmember

Dennis A. Mederos, Councilmember



Proclamation

WHEREAS, March is nationally recognized as Women's History Month, celebrating women's contributions to history, culture, and society; and

WHEREAS, we join in the nation's celebration of Women's History Month and the 2023 theme, "Celebrating Women Who Tell Our Stories," which honors women in every community who have devoted their lives and talents to producing art and news, pursuing truth and reflecting society decade after decade; and

WHEREAS, particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our City, women have served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, women have been leaders in securing their own rights of suffrage and equal opportunity; and in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, creating a more fair and just society for all; and

WHEREAS, the City of Tulare is proud to honor the history and contributions of women in our community, throughout our state, and nation.

NOW THEREFORE, we, the City Council of the City of Tulare, do hereby proclaim March 2023 as

Women's History Month

in the City of Tulare and encourage our community to celebrate women, past and present, and act now to reverse continued inequities and ensure gender equality for future generations.

Dated this 7th day of March, 2023.

Terry A. Sayre, Mayor

Patrick Isherwood, Vice Mayor

Jose Sigala, Councilmember

Stephen C. Harrell, Councilmember

Dennis A. Mederos, Councilmember

**CITY OF TULARE
CITY COUNCIL MEETING MINUTES**

**Council Chamber
491 North M Street, Tulare**

**Tuesday, February 21, 2023
7:00 p.m. - Regular Meeting**

COUNCIL PRESENT: Mayor Terry A. Sayre
Vice Mayor Patrick Isherwood
Councilmember Jose Sigala
Councilmember Stephen C. Harrell

COUNCIL ABSENT: Councilmember Dennis A. Mederos

STAFF PRESENT: City Manager Marc Mondell; City Attorney Mario Zamora, Chief Deputy City Clerk Melissa Hermann; Chief Financial Officer Diego Ibanez; City Engineer Michael Miller; Public Works Director Trisha Whitfield; Community Services Director Jason Glick; Police Chief Fred Yndlan; Fire Division Chief Cameron Long; Human Resources Director Janice Avila; Interim Community Development Director/City Planner Mario Anaya; Executive Director of Economic Development and Redevelopment Traci Myers; Chief Technology Officer Jason Bowling; Safety, Compliance, and Facilities Officer Manny Correa

1. CALL TO ORDER REGULAR MEETING

Mayor Sayre called the regular meeting of the City Council to order at 7:01 p.m. in the Council Chamber located at 491 North M Street.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Isherwood led the pledge of allegiance and an invocation was given by City Manager Marc Mondell.

3. PRESENTATIONS

3.1 Disability Advocacy Presentation by Rebecca Donabed. Rebecca Donabed provided a presentation to the Council.

4. PUBLIC COMMENTS

The following provided public comment: Tulare Chamber of Commerce CEO Donnette Silva-Carter.

5. COMMUNICATIONS

City Manager Marc Mondell advised there were no communications.

6. COUNCIL REPORTS AND ITEMS OF INTEREST

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

7. CONSENT CALENDAR

Items 7.3 and 7.6 were removed from the Consent Calendar at the request of Councilmember Sigala and Vice Mayor Isherwood.

It was moved by Councilmember Harrell, seconded by Councilmember Sigala, and carried 4 to 0 (Councilmember Mederos absent) to approve the items on the Consent Calendar as presented with the exception of items 7.3 and 7.6.

7.1 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.

7.2 Regular Meeting Minutes of February 7, 2023.

Recommended Action: Approve as submitted. [M. Hermann]

7.4 January 2023 Investments Report.

Recommended Action: Accept the monthly investments report for January 2023. [D. Ibanez]

7.5 Establish the Tax Rate and Fees for Retail Cannabis Sales and Other Cannabis Businesses.

Recommended Action: Approve a resolution establishing the tax rate and fees for retail cannabis sales and other cannabis businesses. [D. Ibanez]

PULLED CONSENT CALENDAR ITEMS

7.3 Letter to Caltrans Regarding Safety Improvements on Inyo at Howard.

Recommended Action: Authorize the Mayor to sign a letter to Caltrans requesting additional traffic safety improvements for the existing school crosswalk located on Inyo Avenue (State Route 137) at Howard Street. [M. Miller]

Council Action: Councilmember Sigala pulled this item to request an amendment to the letter. It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and carried 4 to 0 (Councilmember Mederos absent) to add School Board Member Connie Diaz and Superintendent Paula Adair to the "cc" section of the letter.

7.6 Submission of 2023 CalHome Program Application.

Recommended Action: Adopt a resolution as presented to approve the submittal of an application to the CalHome Program for up to \$750,000 for First-Time Homebuyer Mortgage Assistance within the City of Tulare. [G. Avitia]

Council Action: Vice Mayor Isherwood pulled this item to recuse himself due to a business conflict. With no discussion, it was moved by Councilmember Harrell, seconded by Councilmember Sigala, and carried 3 to 0 (Councilmember Mederos absent, Vice Mayor Isherwood recused) to approve the item as presented.

8. GENERAL BUSINESS**8.1 Recruitment, Selection, and Appointment Process.**

Recommended Action: Receive a presentation on the City's recruitment, selection, and appointment process.

Presented By: Human Resources Director Janice Avila

Council Action: This was an informational item; therefore, no action was taken.

8.2 Women's Clubhouse Repairs and Relocation.

Recommended Action: Discuss and provide staff direction on repairs to and relocation of the Women's Clubhouse.

Presented By: Safety, Compliance, and Facilities Officer Manny Correa

Council Action: It was moved by Vice Mayor Isherwood, seconded by Councilmember Harrell, and carried 4 to 0 (Councilmember Mederos absent) to direct staff to obtain quotes, fact-finding and information about the building, possible condition for removal and steps to set-up.

8.3 Discussion Regarding Homelessness in the City of Tulare.

Recommended Action: Receive updates on and discuss matters related to homelessness in the City of Tulare.

Presented By: City Manager Marc Mondell

Council Action: Councilmember Sigala requested and Council agreed for staff to provide the cost of additional portable bathrooms and dumpster at the temporary encampment as part of the report being presented in March.

9. STAFF UPDATES

Staff provided updates on department activities.

10. FUTURE AGENDA ITEMS - None Submitted**11. ADJOURNMENT**

Mayor Sayre adjourned the regular meeting at 8:04 p.m.

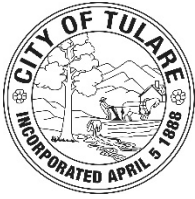
Approved by Council: March 7, 2023

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 13.3
Consent

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Cancellation of July 4, 2023 Regular Meeting

RECOMMENDED ACTION

Approve the cancellation of the July 4, 2023 regular meeting of the City Council.

SUMMARY

This year, Independence Day, an observed holiday which is celebrated on July 4, falls on the first Tuesday of the month. The City Council holds regular meetings every first and third Tuesday of month. With the first regular meeting in July scheduled on a day that is an observed holiday, staff recommends that the Council cancel this meeting.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item does not require legal review.

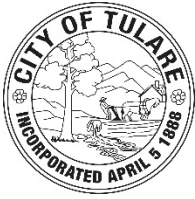
ALTERNATIVE ACTION

1. Approve with changes
2. Deny – If Council chooses to deny this request, the regular meeting will be held on July 5, the next day that is not a holiday.
3. Table

ATTACHMENTS

None

Reviewed/Approved: _____



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 13.4
Consent

Department: City Manager

Submitted by: City Manager Marc Mondell

Agenda Title: Termination of Proclamation of Local Emergency

RECOMMENDED ACTION

Adopt a resolution terminating the Proclamation of Local Emergency declared in response to COVID-19.

SUMMARY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as part of the State's response to the developing COVID-19 crisis to help preserve available medical resources and prevent the catastrophic failure of the hospital system due to an anticipated surge in COVID-19 cases. On March 17, 2020, Council adopted Resolution 2020-09 declaring a local emergency for the City of Tulare related to COVID-19. This enabled the City to promptly address, prepare for, and take the actions necessary to protect health, safety, and welfare within the City, and to allow the City to access potential reimbursement by the county, state, and federal government.

On October 17, 2022, Governor Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, stating hospitalizations and deaths have dramatically reduced. As such, staff recommends Council consider and adopt a resolution terminating the City's Proclamation of Local Emergency.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item was reviewed by the City Attorney's Office.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Resolution

Reviewed/Approved: _____

RESOLUTION 2023-

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE TERMINATING THE PROCLAMATION OF A LOCAL EMERGENCY DECLARED IN RESPONSE TO COVID-19

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency for the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, on March 17, 2020, the Tulare County Board of Supervisors ratified said proclamation by the County Health Officer of the County of Tulare; and

WHEREAS, on March 17, 2020, the City Council of the City of Tulare adopted Resolution 2020-09 declaring a local emergency relating to COVID-19 which enabled the City to promptly address, prepare for, and take the actions necessary to protect health, safety, and welfare within the City, and to allow the City to access potential reimbursement by the county, state, and federal government; and

WHEREAS, the original intent of the State of Emergency was to prevent catastrophic failure of the hospital system due to an anticipated surge in COVID-19 cases, described in the declared State of Emergency as a concern that “the number of persons requiring medical care may exceed locally available resources”; and

WHEREAS, the City of Tulare and surrounding community were supported throughout the local emergency by Tulare County Department of Public Health through education, testing, and treatment resources related to COVID-19; and

WHEREAS, the spread of COVID-19 has rapidly decreased, to the point it no longer presents an imminent threat to public health and safety; and

WHEREAS, on October 17, 2022, Governor Newsom announced that the COVID-19 State of Emergency will end for the State of California effective February 28, 2023.

WHEREAS, the City Council does hereby find that the aforementioned conditions of extreme peril presented by the spread of COVID-19 have been abated to such a degree as to warrant the termination of the Proclamation of a Local Emergency (Resolution 2020-09).

////

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

Section 1. The Proclamation of a Local Emergency as declared by the City Council of the City of Tulare on March 17, 2020, by the adoption of Resolution 2020-09 is hereby terminated.

Section 2. This resolution shall be effective immediately.

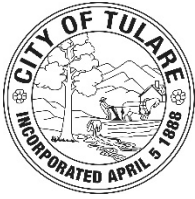
PASSED, APPROVED, AND ADOPTED on this 7th day of March, 2023.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 13.5
Consent

Department: Engineering Services - Engineering

Submitted by: City Engineer, Michael Miller

Agenda Title: Property Purchase for the Cross Avenue Improvement Project (EN0074)

RECOMMENDED ACTION

Authorize the City Manager to complete and execute the documents necessary to purchase property for public right-of-way required by Project EN0074 located on the north side of Cross Avenue as a portion of APN 168-340-002 in the amount of \$6,900, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager.

SUMMARY

Capital Improvement Project EN0074 addresses pavement and utility infrastructure improvements along Cross Avenue west of West Street. The project includes the installation sidewalk on the north side of Cross Avenue, surface water improvements, water and sewer service modifications, street reconstruction, and improvements on the westerly side of the intersection of Cross Avenue and West Street. The project will improve surface water drainage, as well as improve pedestrian connectivity in the area. The installation of curb, gutter and sidewalk along the north side of Cross Avenue requires the acquisition of additional right-of-way from five (5) parcels.

Project EN0074 dates back to July of 2017. City Council previously identified the project as part of the approved list of SB1 funded projects on April 23, 2019. Subsequently, Council gave direction to staff to commence the design and right-of-way acquisition phases for the project. A contract was awarded to 4Creeks for design, and to Paragon Group for right-of-way acquisition services. Paragon Group completed appraisals and has been working on the City's behalf to obtain the required right-of-way at fair market value for the five (5) parcels, which are owned by four (4) separate property owners. The subject parcel is the second owner who has accepted an offer from the City and signed a Purchase and Sale Agreement (attached).

The subject parcel is located on the north side of Cross Avenue, west of West Street. The property owner, Hector Coronel, has been working with the City's consultant team throughout the design, appraisal and acquisition process, and has agreed to sell the required property for the amount of \$6,900 in accordance with the terms previously authorized by City Council. This property acquisition encompasses 0.02 acres. The property has minor improvements on the portion being acquired. The land is valued at \$4,320, and the value associated with existing improvements affected by the acquisition (cost to cure) was determined to be \$2,481. The subsequent acquisition offer was rounded to \$6,900.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding source for the property acquisition is a combination of gas tax and Measure R Local revenues. The corresponding project account number is EN0074-030-0610.

LEGAL REVIEW

The City Attorney will review purchase documents as necessary to ensure that they conform to standard requirements.

ALTERNATIVE ACTION

1. Approving the proposed property acquisition with changes or additional conditions could require the City to renegotiate the acquisition of said land, which may delay the project construction start date.
2. Denying the subject property acquisition would prevent the relocation of existing Southern California Edison power poles, which would in turn prevent the City from installing curb, gutter, and sidewalk along the north side of Cross Avenue.
3. Tabling the proposed property acquisition could delay the project's construction start date.

ATTACHMENTS

1. Coronel signed Purchase and Sale Agreement

Reviewed/Approved: _____

PROJECT: City of Tulare – Cross Avenue Improvement Project
168-340-002 (portion of)

PURCHASE AND SALE AGREEMENT

This Agreement is made between the Charter City of Tulare, a California municipal corporation of the State of California (“City”), and:

Hector M. Coronel

(hereinafter collectively referred to as “Owner”)

for a portion of certain property interests located in the City of Tulare, California for a public project consisting of street improvements along the north side of Cross Avenue, west of West Street (“the Project”).

1. AGREEMENT TO SELL AND PURCHASE

Owner agrees to sell and convey to City, and City agrees to purchase from Owner, pursuant to the terms and conditions set forth in this Agreement, the following:

SEE EXHIBITS “A” & “B” ATTACHED

2. PURCHASE PRICE

City shall pay Owner the sum of **Six Thousand Nine Hundred Dollars and Zero Cents (\$6,900.00)** (“Purchase Price”) for the needed property rights, including all improvements, damages, and severance, if any, as follows:

APNs: Portion of 168-340-002

<u>Fee Acquisition</u>	
0.02 acres	\$4,320.00
<u>Site Improvements</u>	
12 LF of Fencing	\$163.20
144 Sq. Ft. of Concrete Driveway	\$1,339.20
576 Sq. Ft. of Lawn	\$979.20
TOTAL	<u>\$6,900.00</u> (rounded)

3. CONDITION OF TITLE

Owner warrants that:

- A. They are the owners of the property rights to be transferred by this Agreement and are empowered to execute the conveyance documents and this Agreement.
- B. The portion of the parcel needed is not encumbered by any mortgage, deed of trust, or other encumbrance evidencing indebtedness except as may be shown on the Preliminary Title Report - Exhibit C.
- C. The portion of the parcel needed is not encumbered by any lease or rental agreement.

4. OWNER'S INDEMNIFICATION

Owner covenants and agrees to indemnify, defend, and hold City harmless from any and all claims, excepting those that arise out of the gross negligence or willful misconduct of City, that third parties may make or assert with respect to the fee title.

5. DELIVERY OF DOCUMENTS

The Agreement and the Grant Deed shall be executed and delivered by Owner to City. City shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the Official Records of the County of Tulare, California.

6. POSSESSION

Notwithstanding any other provision in this Agreement, the parties agree that the City will obtain the right of possession and use of the Subject Property described in Exhibit A and B of this Agreement, including, but not limited to, the right to remove and dispose of improvements at the time the Grant Deed is fully executed by Owner and City. The parties further agree that the Purchase Price includes full payment for such possession and use from the date the City provides written notice of its intent to exercise such right. If the City desires to obtain possession and use of the Subject Property, City will provide 30-day written notice to Owner stating the effective date of such right of possession and use of the Subject Property.

7. NOTIFICATION TO ASSESSOR

City shall provide the County Assessor with a copy of this Agreement once it is executed and recorded so that the County Assessor may determine whether apportionment and cancellation of any taxes resulting for the sale of the portion of the parcel needed is appropriate.

8. ENVIRONMENTAL ASSESSMENT PRIOR TO CLOSE OF ESCROW

Owner agrees that City may wish to perform an environmental assessment of the property. Such an assessment includes what is commonly referred to as a Phase I analysis, and, if necessary thereafter, a Phase II analysis. A Phase II analysis may require test borings to determine the existence and extent of any toxic substances or hazardous materials on the Property. City shall return the Property to its pre-existing condition if test borings are done and if the City does not purchase the portion of the property used by the City for the test borings.

9. PURCHASE CONTINGENT ON PROPERTY BEING FREE OF TOXICS

Owner understands and agrees that City has no obligation to purchase the portion of the parcel if it is determined during an environmental assessment that the required property rights contains toxic and/or hazardous materials, which will require remediation under applicable State and/or federal law.

City will provide to Owner all test results obtained during any environmental assessment.

10. CITY'S LIABILITY

City covenants and agrees to defend, indemnify, and hold harmless Owner from liability arising out of construction of the Project, excepting any liability resulting from the gross negligence or willful misconduct of Owner.

Further, City agrees that should damage occur outside of the purchase area, the City will return the surface, to the extent reasonably practicable, to the same condition as existed prior to construction of the Project.

11. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired.

12. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action concerning this Agreement shall be venued in the Superior Court of Tulare County.

13. SALE UNDER THREAT OF EMINENT DOMAIN

City acknowledges that Owner is selling the required property to City for the Project under threat of eminent domain. If a dispute arises based on the terms of this agreement and/or the performance of any duties related to the agreement, the prevailing party shall recover all reasonable costs and attorneys' fees.

14. HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties to this Agreement. Any assignments of this Agreement must be approved in writing by both parties.

15. ENTIRE AGREEMENT

This Agreement shall be deemed effective on the date this Agreement is executed by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

GRANTOR(S):

Hector M. Coronel

Date: Thu 6/2022

Hector Leroy

By:

Hector M. Corone/

Name: _____

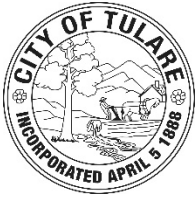
Title:

GRANTEE:

**The Charter City of Tulare, a California
municipal corporation of the State of
California**

Date: _____

Marc Mondell, City Manager



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 14.1
General Business

Department: Community Development - Planning

Submitted by: Mario Anaya, Interim Community Development Director

Agenda Title: Community Garden and Art Center on City Property on West Street

RECOMMENDED ACTION

Receive a report on the feasibility and process required to develop a community garden and art center, and provide direction to staff.

SUMMARY

The subject property is located at 325 N. West Street, approximately 300 feet south of the Santa Fe Trail, on the west side of West Street. The property formerly consisted of a health clinic, which has since closed and the site is now vacant. The property is zoned RM3, multi-family residential, and is designated as Medium Density Residential by the City of Tulare General Plan. The raising of fruit and nut trees, vegetables and horticultural specialties is listed as a permitted use in the multi-family zone district. However, if the City included this as a park/or park-like managed facility, perhaps with other programming such as an art center on site, it would require approval of a Conditional Use Permit.

Before the City Council considers whether or not to develop a community garden along with any other amenity on site, it would be advisable for Council to consider whether or not it wants to use this property for public or private use. Management intends to bring forward a number of existing City owned properties to City Council on March 21st for its decision on whether or not to surplus these properties and so the decision with regards to the disposition of this property could be made at that time. If it were to be designated as surplus property then the property could be marketed for private use so that the City could receive payment for the property as well as generate development related fees and additional property tax along with the potential for other revenues and job creation.

However, should City Council desire to use this property for public use as a community garden or park, there are a number of steps the City must take. First, the City has to determine if there is any existing committed programmed use for the site or requirements on the use of the site. One example, is if the City received grant funds for a specific purpose and use of the site, and whether there is a sunset clause on such requirements. If there are no such restrictions on the use of the site going forward, the City would have to declare and resolve to use the site for a specific purpose. For example, if a community garden is developed to be administered by the Parks Division, it should be reflected and incorporated into the City's Parks Master Plan, along with identifying funding for the capital costs and ongoing maintenance and operations if it will be a facility administered and managed by the City.

It should be noted that most community gardens are maintained and administered by non-profit entities, such as community groups, or schools. One option is either leasing the space to such an entity, or alternatively partnering with a local school that would want to expand or create an enhanced community garden that serves the local neighborhood. City staff see the

opportunity to partner with the local school district to take this on as a project at an existing school site, and the site could be administered by the school, the PTA, or another community group. There are also organizations that assist with starting community gardens and provide best practices and train community members in maintaining and administering the community garden. Locally, there are organizations, such as Cultiva La Salud, who have a track record of establishing projects like this in the San Joaquin Valley. There is also a variety of grant funds for such projects' related costs, including community engagement and outreach.

Staff has attached a couple of articles regarding other successful community gardens for Council's consideration. The capital cost of developing a community garden will depend upon the specific plans and amenities to be included and therefore absent a specific design it is difficult to provide a reasonable cost estimate at this time. Assuming there will be a modular building to support programming and administration that cost can range from approximately \$100,000 to \$215,000 including installation plus additional cost for furnishings and depending upon size and features. It is unclear if additional parking, lighting, fencing, benches, and other items would be required to support a community garden. From a public safety perspective, there is a concern that a community garden that is unstaffed could become a place for criminal activity.

FISCAL IMPACT & FUNDING SOURCE(S)

To be determined depending upon Council direction. Councilmember Sigala has allocated \$118,453 in ARPA funds towards this initiative which appears to be insufficient to complete the capital cost of the project and doesn't account for any ongoing operational costs.

LEGAL REVIEW

No legal review of this item has been initiated.

ALTERNATIVE ACTION

1. Direction for City staff to bring a formal item back to Council to program a use for the site and identify funding feasibility for ongoing operation and maintenance of a City-run community garden and art center, beyond the initial contribution of ARPA funds requested by Councilmember Sigala.
2. Direction for City staff or leadership to approach the local school district about partnering on a community garden project at a local school site, with the City providing start-up/capital costs, as requested by Councilmember Sigala from his allocation of ARPA funds.
3. Table the item or request further alternate direction from City Council.

ATTACHMENTS

1. Case Study 1: Del Paso Heights California
2. Case Study 2: Gardening in the San Diego School District

Reviewed/Approved: _____

Improving Food Security in Del Paso Heights, California

Many residents in Sacramento's Del Paso Heights neighborhood are from cultures that value farming, but lack access to gardening space and healthy food.

[Community Design](#)[Case Study](#)

A Case Study in Cultivating Community Gardens

The Sacramento neighborhood of Del Paso Heights is an ethnically diverse, low-income community with limited access to healthy foods. Many of the residents are from cultures that value farming, but lack access to gardening space.

To address the area's poor access to fresh fruits and vegetables and the significant increases in obesity, a task force comprised of community and local government organizations convened in 1994 and decided to develop a community garden as their first project. Initial funding was provided by Sacramento County's First 5 Commission to the Sacramento County Women Infant and Children (WIC) Program, and is now managed by the Health Education Council, a nonprofit organization.

WIC worked with residents to transform a previously unused four-acre plot adjacent to Martin Luther King Junior High School into a community garden that now provides space for 85 families to grow produce. Since then, two additional gardens have been established.

In 2005, the Health Education Council, Soil Born Farm Urban Agriculture Project, the city of Sacramento Department of Parks and Recreation and the Mutual Assistance Network of Del Paso Heights established a farmer's market in Del Paso Heights. Five local residents that grow produce at the Stone Soup Gardens sell their produce at the market. Students from Grant Joint High School's Stone Soup garden sell plants, salsa and flowers at the market.

[For More Information, Contact](#)

Bill Maynard

Community Garden Program Coordinator

Department of Parks and Recreation

(916) 808-4943

wmaynard@cityofsacramento.org

Gardening in the San Diego School District

Students at Rosa Parks Elementary School in the San Diego, California can enjoy the benefits of a community garden right on their school's campus.

[Community Design](#)[Case Study](#)

A Case Study in Cultivating Community Gardens

Students at Rosa Parks Elementary School in the San Diego, California can enjoy the benefits of a community garden right on their school's campus. The school is located in the City Heights neighborhood where residents are predominately Latino, African-American and Southeast Asian, and 54.5 percent of families earn incomes below the federal poverty level.

The school's principal worked with the San Diego School District and other partners to identify and designate a piece of land as an educational garden. Students from the Cesar Chavez Service Learning Club generated a plan for a garden and gained community support for the proposal. The students designed the garden to include compost and flowerbeds; a birdbath and feeder for natural insect control; and planting beds to grow vegetables and herbs consistent with the diets and customs of the diverse neighborhood population. The students also coordinated a school farmer's market where harvests can be distributed to students and families.

Teachers at Rosa Parks Elementary School use the school's community garden to take students outside the classroom and offer interactive instruction on health and nutrition, science, mathematics, ecology and agriculture.

Funding for the garden came in the form of grants and support from the San Diego Women's Foundation and Scripps Mercy Hospital. One-time capital expenses and operational maintenance during non-school hours were and are covered by the school.

For more information

Visit the [Rosa Parks Community Garden Website](#)

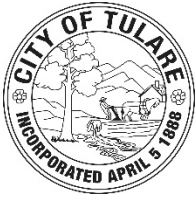
Contact

Kitty Gabriel

Rosa Parks Elementary

Technology Consultant

kgabriel@sandi.ne



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 14.2
General Business

Department: Police

Submitted by: Chief Fred Ynclan

Agenda Title: Tulare City Council Challenge Coin

RECOMMENDED ACTION

Receive a report regarding challenge coins and provide direction to staff.

SUMMARY

Challenge Coins have been a mainstay for many decades in military units, law enforcement agencies and fire departments. In more current years challenge coins have been used by organizations and groups, elected officials and others as a token of comradery. Many non-profits use the challenge coins as a small gift of gratitude, a job well done or excellent service. As a receiver of a challenge coin it gives the recipient a sense of pride and recognition. Many people collect challenge coins. Many municipalities use challenge coins such as Public Works departments, city halls and youth programs.

This council in particular has a lot to be proud of and it should create a coin or a seal of a job well done. With a challenge coin in hand the council can now share their coin to a presenter or during a proclamation. It can also be used as a networking tool for conferences and league meetings.

The design of the coin should be done by committee to include our current council members and their thoughts and ideas.

FISCAL IMPACT & FUNDING SOURCE(S)

\$500-\$2,500. 5 equal contributions from each council member's discretionary fund.

LEGAL REVIEW

This item does not require legal review.

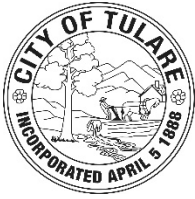
ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

None

Reviewed/Approved: _____



Staff Report

Meeting: City Council

Date: March 7, 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 Addendum No. 1

RECOMMENDED ACTION

Approve the Tulare Cares Temporary Encampment Rules and Regulations Addendum No. 1 included as an attachment and direct staff to utilize them in association with the operations of the Tulare Cares Temporary Encampment Rules and Regulations.

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.

On January 17, 2023, City Council approved the operational guidelines for the Tulare Cares Temporary Encampment.

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. We opened the Tulare Cares Temporary Encampment on January 25, 2023 to a large number of guests and the population continues to increase each passing week. As of February 27, 2023, we have 77 guests camping in 85 tent site locations at the Temporary Encampment. The goal is to set up 135 tent site locations by April 26, 2023.

As our guest population continues to grow, additional issues have arisen which has necessitated revisions to the operational guidelines that were approved by the Council on January 17 of this year. The following items have been added to the Temporary Encampment Operational Plan and additional updates to the Rules and Regulations.

- Intake days will be every Wednesday morning from 9AM-12PM until the Tulare Cares Temporary Encampment reaches a maximum capacity of 135.
- On Wednesday mornings the Park Ranger and a member from the HALO will be visiting each tent site location and will be making contact with each guest.

- Temporary barricades have been set up at each entrance to the encampment to prevent vehicles from coming and going into the encampment. Permanent gates will be installed in the future that will prevent random vehicles from coming and going into the encampment but both gate locations will have walking access points for all of the guests.
- Additional showers will be added to provide shower service up to five days a week depending on availability.
- Food service options will be provided by third parties.
- A dog run has been added to the east side fence of the Temporary Encampment.
- All guests within seven days from the date of intake must move into their tent site location or they will lose their tent site to a guest registered on the waiting list.
- Overnight parking permits will be issued for vehicles parked inside the Temporary Encampment Parking Lot.
- No flammable or combustible gases, liquid, propane, or any other types of fuel are permitted to be stored or used on site. No flammable or combustible materials are to be permanently placed within 10' of a fire pit. No portable heater inside tent structures, either battery, solar, or fuel powered.

The complete document is included as an attachment 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 Addendum No. 1 has been reviewed by the 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 Amendment.
3. Table – Direct staff to research additional material and return with that information at a future Council meeting.

ATTACHMENTS

1. Tulare Cares Temporary Encampment Rules and Regulations
2. Tulare Cares Temporary Encampment Rules and Regulations Addendum No. 1
3. Tulare Cares Temporary Encampment Site Layout

Reviewed/Approved: _____



TULARE CARES TEMPORARY ENCAMPMENT AREA

Rules and Regulations 2023 (As Amended 03-07-23)

The Tulare Cares Temporary Encampment is a City of Tulare-sponsored area intended to increase the safety and health of individuals (herein referred to as guests) in our community experiencing homelessness. A series of initiatives and services are offered to guests voluntarily choosing to camp at the identified site, all designed to address our guests immediate and critical needs, while at the same time working to empower our guests 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 guests with a safe, accommodating, and well-managed temporary encampment area. This dedicated space for guests 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 guests 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. Guests, along with their pets, started utilizing this space "by invitation only" on January 25th, 2023.

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 **135 (not including double occupancy)**. Parks and Recreation staff is also responsible for the encampment's operations, and is supported by security personnel. **Check-in hours are every other Wednesday from 9:00 a.m. to Noon**, 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 guest 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 guest 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 showers available to guests generally five (5) 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 two pets per camp site are 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 the 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 guests feel welcomed, 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, each guest 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 Team is made up of HALO (Homeless Assistance Liaison Officers) Tulare Code Enforcement 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 aids 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 guest 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 guests 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 guests in order to get them off the streets. It prioritizes the provision of at least basic needs FIRST so that unhoused individuals can more easily access other services (i.e. housing programs, substance use treatment programs, mental health support programs). In practice, this means guests 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 guest 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.
- Guest personal items 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.
- 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.
- A limit of two service animals or companion pets will be accommodated per campsite. Guest 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 (two 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 or cannabis that leads to drunken or disorderly behavior will not be tolerated and may be grounds for removal. Alcohol and cannabis may only be consumed at your assigned tent location. The consumption of alcohol or cannabis is not permitted in any common areas.
- 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.
- No flammable or combustible materials are permitted.
- 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, then new guests may be permitted in accord to these revised rules and regulations. Additional guests will be permitted every Wednesday morning from 9 a.m.-12 until the Tulare Cares Temporary Encampment reaches a maximum capacity of 135.

Rules of Conduct

Guests 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
- No stealing

The rules are enforced on a "one-strike-and-you're-out basis" and all guests agree when they move in to leave voluntarily if found in violation of these rules. There is no time-limit to any guests 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 guests include:

- Visiting with case managers on a weekly basis
- 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 "elected arbitrators", who will be responsible to work with guests 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 guest 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 / time which will be clearly posted.

Term of Stay

There will be no specified time limit on guest stays; however, all guests are expected to relocate to the shelter once available.

General Security & 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 HALO 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 & non-emergency's calls please call:
559- 687-2288

For an Emergency please call:
911

Outside Services & Community Partners

This encampment area is filling an identified gap for unhoused individuals 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.

**TULARE CARES
TEMPORARY ENCAMPMENT AREA
RULES and REGULATIONS 2023
Addendum No. 1**

The following additions, deletions or modifications hereby become part of the TEMPORARY ENCAMPMENT AREA RULES and REGULATIONS 2023.

Additions:

- Intake days will be every Wednesday morning from 9AM-12PM until the Tulare Cares Temporary Encampment reaches a maximum capacity of 135.
- Every Wednesday morning the Park Ranger and a member from the HALO team will be checking each tent site location and make personal contact with every guest.
- Permanent gates will be installed at both gate locations that will have walking access points for all of the guests.
- Additional shower will be added to provide shower service five days a week.
- Food service options will be provided by third parties.
- A dog run has been added to the east side fence location of the Temporary Encampment.
- All guests within seven days from the date of intake must move into their tent site location or they will lose their tent site to a guest registered on the waiting list.
- Overnight parking permits will be issued for vehicles parked inside the Temporary Encampment Parking Lot.

Deletions:

- No flammable or combustible materials are permitted

Additions:

- No flammable or combustible gases, liquid, propane, or any other types of fuel are permitted to be stored or used on site. No flammable or combustible materials are to be permanently placed within 10' of a fire pit. No portable heater inside tent structures, either battery, solar, or fuel powered.

END OF ADDENDUM No. 1

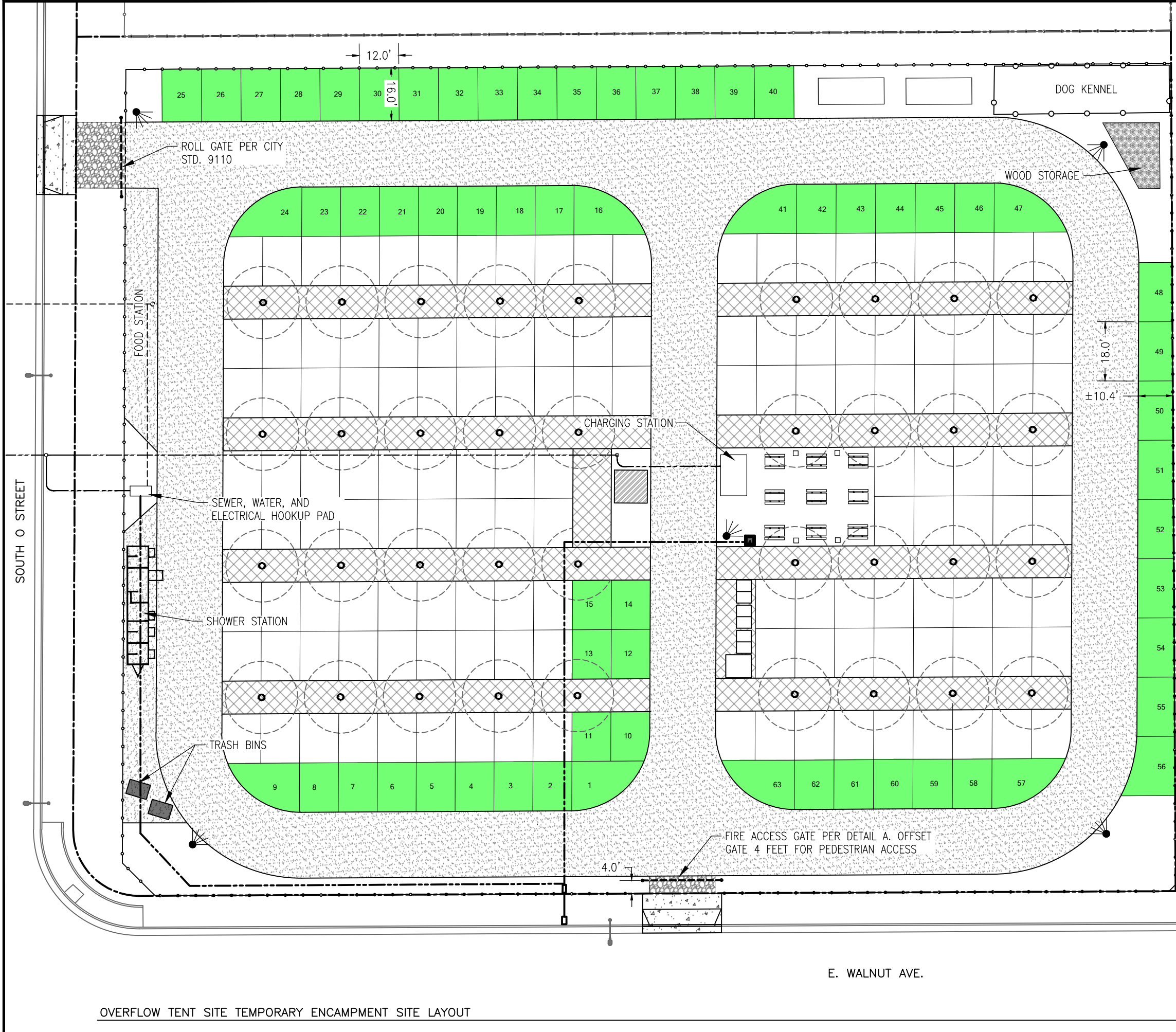
All other conditions shall remain unchanged.

By _____

Date _____

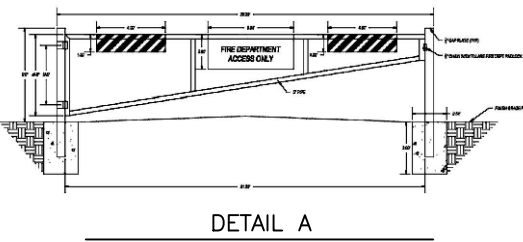
Jason Glick, Community Services Director

Date



NOTES

ORIGINAL NUMBER OF LOTS = 139
POSSIBLE NUMBER OF OVERFLOW LOTS = 63
TOTAL LOTS = 202



OWNERSHIP OF DOCUMENTS


This document, the ideas and designs incorporated herein, as an instrument of Professional Service is the property of the City of Tulare and is not to be used, in whole or in part, for any other project without written authorization.

MARK	DATE	DESCRIPTION

BENCHMARK:

App'd. By: _____

DATE: R.C.E. 43166 CITY ENGINEER



CITY OF TULARE

DRAWN BY: _____

DESIGNED BY: _____

CHECKED BY: _____

OVERFLOW TENT SITE LAYOUT
TEMPORARY ENCAMPMENT
NE CORNER WALNUT AND "O" ST.
168 TENT SPACES

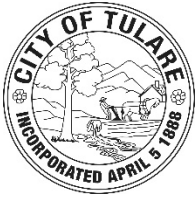
DATE: 3/2/2023

PROJECT NO: _____

DRAWING NUMBER: _____

SHT 1 OF 1

OVERFLOW TENT SITE TEMPORARY ENCAMPMENT SITE LAYOUT



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 14.4
General Business

Department: Economic Development

Submitted by: Traci Myers, Executive Director of Economic Development & Redevelopment

Agenda Title: General Guidelines for Economic Development Investment Program (EDIP).

RECOMMENDED ACTION

Approve the general guidelines for the creation of an Economic Development Investment Program (EDIP), applicable to both large and small projects, to encourage new private sector investment and job creation to the City; and authorize the City Manager and/or his designee to move forward with the implementation of the EDIP.

SUMMARY

On January 27, 2023, City Council received a 2023 Strategic Plan presentation by management staff. The purpose of the planning session was to establish a vision and direction (5 to 10-year horizon) on projects, programs and initiatives for the City and to reach a consensus on a 2023-2024 work program.

The principle strategy which emerged from the session was the City's need to focus its efforts on economic development, which will increase private sector investment and job creation thereby resulting in additional tax and utility revenue for use by the City. It is necessary for the City to generate additional tax and utility revenues to address the challenges of funding important capital construction projects, City Council initiatives, and other quality of life programs/projects for Tulare citizens.

This agenda item addresses the creation of the programs and provides the proposed guidelines for such programs as follows:

City of Tulare Small Business Incentive Program

The purpose of the Small Business Incentive Program is to attract new private sector investment and job creation to the City. This program is applicable to projects in which developers are making a minimum capital investment of \$1,000,000 (not including land acquisition and soft costs) and creating a minimum of 10 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits. The City may waive or adjust these minimum requirements for projects that offer a significant return to the City or offer some other significant measurable benefit. The maximum incentive through this program is \$150,000.

City of Tulare Large Project Investment Program

The purpose of the Large Business Investment Program is to attract new private sector investment and job creation to the City. This program is applicable to projects in which developers are making a minimum capital investment of \$10,000,000 (not including land acquisition and soft costs) and creating a minimum of 50 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits. The City may

waive or adjust these minimum requirements for projects that offer a significant return to the City or offer some other significant measurable benefit. There is no maximum incentive amount through this program.

The programs are not typically available to support single family, multi-family or retail type uses unless the project is located within a special district. The City may consider mixed-use projects, hotel, grocery and destination retail uses.

A decision to offer development incentives is based on a return on investment perspective for the City. Projects that meet the minimum requirements and that can demonstrate a positive return in new property tax, sales tax, hotel transient occupancy tax or other revenues including development fees and utility revenue will be considered for incentives.

Development incentives should be provided as a reimbursement and after the developer has met its project obligations to the extent feasible (may include phasing). Independent financial review of the developer and their project proposal to determine feasibility may be required for this program.

FISCAL IMPACT & FUNDING SOURCE(S)

The existing general fund revenues of the City will not be pledged for projects, except in extraordinary circumstances. The use of bonds that are adequately secured by the development shall not, in general, be considered a pledge of general revenues.

LEGAL REVIEW

This item was reviewed and commented on by the City Attorney.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. City of Tulare Economic Development Investment Program Guidelines
2. City of Tulare Economic Development Investment Program Applications

Reviewed/Approved: _____

ECONOMIC DEVELOPMENT INVESTMENT PROGRAM

**CITY OF TULARE
ECONOMIC DEVELOPMENT AND REDEVELOPMENT**

411 EAST KERN AVENUE, TULARE, CA 93274 (559) 684-4230
TMYERS@TULARE.CA.GOV



INTRODUCTION

The City of Tulare (City) Economic Development Investment Program is designed to attract new private sector investment and job creation within the City of Tulare. Under this program, the City may, on a case-by-case basis, provide financial assistance to or on behalf of a company where a positive return on investment to the City can be determined.

The Economic Development Investment Program is not typically available to support single family, multi-family, or retail type uses unless the project is located within a special district. The City may consider mixed-use projects, hotel, grocery, and destination retail uses.

There are two types of incentives available:

SMALL BUSINESS INCENTIVE	<p>Minimum capital investment of \$1,000,000 (not including land acquisition and soft costs).</p> <p>Create a minimum of 10 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits.</p> <p>Maximum incentive: \$150,000</p>
LARGE BUSINESS INVESTMENT	<p>Minimum capital investment of \$10,000,000 (not including land acquisition and soft costs).</p> <p>Create a minimum of 50 full-time jobs paying at or above the Visalia-Porterville Metropolitan Statistical Area average wage plus benefits.</p> <p>Maximum incentive: No maximum</p>

NOTE: The City may waive or adjust these minimum requirements for projects that offer a significant return to the City or offer some other significant measurable benefit.

GENERAL PROVISIONS

1. Council Discretion and Policies: The use of development incentives will be subject to any specific criteria adopted by the City for that particular development tool. Where applicable, those criteria are included in this policy document. A decision to use development incentives is based on a return on investment perspective for the City. Projects that can demonstrate a positive return in new property tax, sales tax, hotel transient occupancy tax, or other revenues including development fees and utility revenue will be considered for incentives. It will be within the discretion of the City in each and every case to determine the appropriateness of the use of incentives.
2. Use of City Funds: The existing general revenues of the City may be pledged for projects, in certain circumstances. The use of bonds that are adequately secured by the development shall not, in general, be considered a pledge of general revenues.
3. Minimum Tools Necessary: Only the minimum level of incentives necessary to bring a project to fruition should be approved. The City may consider the layering of multiple incentive tools as long as it is the minimum level of incentives necessary.
4. Permits and Fees Required: The City may consider the granting of fee waivers, credits, and extensions as a part of any development incentive.
5. No Artificial Decrease in Tax Base: When a development incentive is based upon incremental increases in property values or economic activities, taxes will not be reduced below the base year established as part of the project except as allowed by state statute.
6. “But For” Test: In all cases, the City should make a determination that “but for” the use of specific incentives the development proposed is not likely to happen. This conclusion does not necessarily rest upon whether or not a particular developer is likely to pursue a project, but rather whether such a project is likely to occur without the use of development incentives.
7. Indemnity: Developers shall indemnify the City and hold it harmless from all regulatory compliance and environmental matters concerning the proposed project, and to demonstrate financial ability to do so or provide adequate surety.
8. Financial Reporting and Benchmark Assessment Required: All development incentives will require periodic reporting by the developer to assure the economic targets used to justify the use of incentives have been met. A failure to meet those targets will result in the reduction or elimination of future benefits from the development incentive.

9. Development Incentive Reimbursement: Development incentives should be provided as a reimbursement after the developer has met its project obligation or milestone to the extent feasible. For example, if a property tax or sales tax rebate is provided then the City would provide the rebate after taxes have been received by the City and any other obligations have been met (e.g. evidence of capital investment, number and wage level of jobs created, etc.).
10. Independent Financial Review: Independent financial review of the developer and their project proposal to determine feasibility may be required the Large Business Incentive Program.
11. Limitation on Incentives: There is no limit to the dollar value of the incentive to be provided however, in calculating return on investment, projects that can demonstrate a five to ten-year return to the City will be prioritized over projects with a longer return. Projects that are located within a special district may be granted additional consideration.
12. Authority: This program is authorized by City Council under California Government Code Sections 53083 and 53084. The developer shall consent to meeting all applicable requirements including the payment of prevailing wages should it be applicable. Each incentive recipient will be responsible for determining whether its project will be subject the prevailing wage requirements of the California Labor Code because of receipt of incentives from the City.



CITY OF TULARE

ECONOMIC DEVELOPMENT AND REDEVELOPMENT

411 EAST KERN AVENUE, TULARE, CA 93274 (559) 684-4230 TMYERS@TULARE.CA.GOV

ECONOMIC DEVELOPMENT INVESTMENT PROGRAM SMALL BUSINESS INCENTIVE APPLICATION

Applicant/Company Name		
Mailing Address		
Daytime Phone		Email
Business Tax ID #		
Proposed Project Site		
APN		

PROJECT DESCRIPTION

--

Estimated Capital Investment*	
Estimated Total Project Cost	
# of Full Time Employees Created**	
Average Wage Plus Benefits	
Requested City Incentive Amount***	

*Minimum capital investment of \$1,000,000 required excluding land and soft costs;

**Minimum of 10 new full-time employees required;

***Not to exceed \$150,000.

SIGNATURE/CONFIRMATION OF ACCURACY

To the best of my knowledge and belief, the information contained in this application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the jurisdiction(s) in which the entity is organized or authorized to conduct business and that no delinquent taxes are owed to any taxing entity.

If incentives are awarded, the applicant will be subject to a performance agreement and be required to submit documentation regarding the number of employees, average wages by employee category, taxable sales, personal property inventory, and any other pertinent information required in the contract for incentives awarded for the number of years stipulated in the performance agreement.

This application is intended for internal economic development analysis and efforts will be made to restrict circulation of the information provided to appropriate members of the City of Tulare; however, please note that the California Public Records Act (CPRA) provides that any writing containing information relating to the conduct of the City's business prepared, owned, use, or retained by the City may be considered public record.

____ This application may be subject to financial review.
INITIAL

____ All incentives shall be performance-based.
INITIAL

Applicant Signature

Print Applicant Name

Date



CITY OF TULARE

ECONOMIC DEVELOPMENT AND REDEVELOPMENT

411 EAST KERN AVENUE, TULARE, CA 93274 (559) 684-4230 TMYERS@TULARE.CA.GOV

ECONOMIC DEVELOPMENT INVESTMENT PROGRAM LARGE BUSINESS INVESTMENT APPLICATION

COMPANY INFORMATION

Applicant/Company Name _____

Headquarters Location _____

State of Formation _____ Federal Tax ID _____

Primary Contact _____

Mailing Address _____

Daytime Phone _____ Other Phone _____

Email _____ Website _____

BUSINESS DESCRIPTION

NAICS _____ SIC _____

Company Age _____

Business Structure ☐ Private ☐ Public

Registered to Conduct Business in the State of California ☐ Yes ☐ No

Number of CA Locations _____ U.S. Locations _____ Global Locations _____

Has the Business Faced Any Litigation in the Past 10 Years ☐ Yes ☐ No

If Yes, Explain:

PROJECT INFORMATION

☐ **New** Business/Project in Tulare

☐ **Expanding** Business in Tulare

PROJECT DESCRIPTION

Is the company considering other California locations?

☐ Yes

☐ No

Is the company considering other U.S. locations?

☐ Yes

☐ No

Is the company considering other Global locations?

☐ Yes

☐ No

Market for Product of Activity:

☐ Local

☐ State

☐ U.S.

☐ Global

Location of Planned Investment (include physical address of parcel number)

PROJECT TIMELINE

Expected Start Date: _____

Expected Complete Date: _____

PROJECT CAPITAL INVESTMENT (U.S. DOLLARS)

Land Purchase Price: _____

Total Acres: _____

Building Price: _____

Square Feet: _____

PROJECT FINANCING

Method of Financing: _____

Committed Level of Financing:

APPLICANT	FINANCIAL INSTITUTION	LOCAL GOVERNMENT	FEDERAL GOVERNMENT	STATE GOVERNMENT	GRANTS	OTHER	TOTAL

INVESTMENT SCHEDULE (please provide a 10-year list of the following items)

Year	Land	Building	M&E	FF&E	Taxable Inventory	Labor	Total
TOTALS							

PROJECT TOTAL _____

DEPRECIATION SCHEDULE

Item	Years	Percent per Year
Machinery		
Equipment		
Building		
Other		

JOB CATEGORIES AND WAGE DISTRIBUTIONS

Category	Number of Jobs (employed by company)	Number of Jobs (vendor or contract)	Average Annual Wages	Percent to be Locally Hired
Executive				
Manager				
Supervisor				
Staff				
Entry Level				

What is the expected average wage for the lowest paid 10% of local workers? _____

JOB CREATION SCHEDULE (please provide a 10-year list of new jobs created and wage information excluding benefits)

Year	Existing Jobs	New Jobs	Total Jobs	Average Annual Wage	Median Annual Wage

SERVICE REQUIREMENTS

WATER

Average Monthly Usage: _____ Meter Size: _____

WASTEWATER

Average Monthly Discharge: _____

MISCELLANEOUS

Building Size: _____ Manufacturing Space: _____

Office Space: _____ Ceiling Heights: _____

Acres: _____ Docks/Type: _____

Parking Requirements: _____

Rail: ☐ Yes ☐ No

Interstate: ☐ Yes ☐ No

Commercial Airport: ☐ Yes ☐ No

Fiber: ☐ Yes ☐ No

ECONOMIC IMPACT OF PROJECT

WILL PROJECT GENERATE:

Property Tax:

Land ☐ Yes ☐ No

M&E ☐ Yes ☐ No

Building ☐ Yes ☐ No

Inventory ☐ Yes ☐ No

Estimated Taxable Value of Property:

Land: _____

Building: _____

M&E: _____

Inventory: _____

Local Sales Tax: ☐ Yes ☐ No

State Sales Tax: ☐ Yes ☐ No

Total annual company purchases subject to local sales tax: _____
(For example: office supply purchases, operating expenses, and taxable professional services)

Total Annual Local Taxable Retail Sales: _____

Indirect Local Revenue: ☐ Yes ☐ No

Describe

Other Local Revenue: ☐ Yes ☐ No

Describe

EMPLOYEE BENEFITS AND LABOR FORCE PRACTICES

- ☐ Health Insurance
- ☐ Dental Insurance
- ☐ Retirement Plan
- ☐ 401(k)
- ☐ Paid Leave
- ☐ Pension
- ☐ Counseling

- ☐ Life Insurance
- ☐ Prescription Drug Plan
- ☐ Vision
- ☐ Flexible Spending Accounts
- ☐ Tuition Reimbursement
- ☐ Disability
- ☐ Other: _____

Please describe training provided to employees:

Does the company provide opportunities for employee advancement?

☐ Yes ☐ No

Describe:

Are there funds for additional employee education (tuition match, etc.)?

☐ Yes ☐ No

Describe:

QUALITY OF LIFE CONSIDERATIONS

Does the company have a community outreach program?

☐ Yes ☐ No

Describe:

Does the company actively encourage volunteer/charitable efforts?

☐ Yes ☐ No

Describe:

OTHER INFORMATION

Please provide any additional thoughts or comments related to your project that could be pertinent to the evaluation process.

Describe in detail all financial and tax incentives sought from the City of Tulare and any other economic incentives (e.g. fee waivers, fast-track permitting sought).

SIGNATURE/CONFIRMATION OF ACCURACY

To the best of my knowledge and belief, the information contained in this application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the jurisdiction(s) in which the entity is organized or authorized to conduct business and that no delinquent taxes are owed to any taxing entity.

If incentives are awarded, the applicant will be subject to a performance agreement and be required to submit documentation regarding the number of employees, average wages by employee category, taxable sales, personal property inventory, and any other pertinent information required in the contract for incentives awarded for the number of years stipulated in the performance agreement.

This application is intended for internal economic development analysis and efforts will be made to restrict circulation of the information provided to appropriate members of the City of Tulare; however, please note that the California Public Records Act (CPRA) provides that any writing containing information relating to the conduct of the City's business prepared, owned, use, or retained by the City may be considered public record.

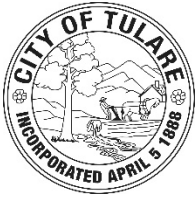
INITIAL This application may be subject to financial review.

INITIAL All incentives shall be performance-based.

Applicant Signature

Print Applicant Name

Date



Staff Report

Meeting: City Council

Date: March 7, 2023

Item #: 14.5
General Business

Department: Economic Development & Redevelopment

Submitted by: Traci Myers, Executive Director of Economic Development & Redevelopment

Agenda Title: Downtown Special Benefits Property Assessment Districts

RECOMMENDED ACTION

Approve the issuance of a Request for Proposals to seek qualified firms to assist the City in re-examining the Downtown Special Benefits Property Assessment Districts.

SUMMARY

Special benefit property assessment districts are established to provide improvements and services to an area within the City limits which otherwise may not be provided to stakeholders of the district. Although specific planning and establishment of the process depends on the type of district being considered, in many cases the formation of special assessment district requires a formal process and public hearings.

In concert with the City's efforts to rehabilitate Downtown Tulare, staff is recommending to hire a consultant to re-exam the feasibility of creating a downtown special benefits property assessment district. The consultant will be responsible for recommending the type of special assessment district most beneficial to the downtown; development of a database of stakeholders and stakeholder priorities; development of an implementation plan outlining long term needs of the downtown (e.g. Maintenance, marketing, special events, lighting, landscaping, security, etc.); manage any outreach or communications strategies to stakeholders; and attend any City Council meetings as deemed necessary.

FISCAL IMPACT & FUNDING SOURCE(S)

A mid-year adjustment of approximately/not to exceed amount of \$50,000 will be included in account number 001-4040-2017.

LEGAL REVIEW

This item does not require legal review.

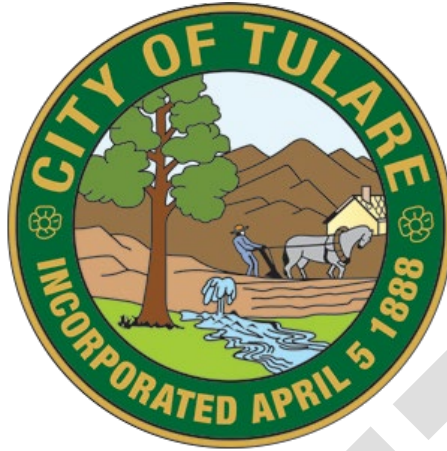
ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Draft Request for Proposals

Reviewed/Approved: _____



Request for Proposals

CITY OF TULARE, CA SPECIAL BENEFITS PROPERTY ASSESSMENT DISTRICT CONSULTING SERVICES

Due:

City of Tulare, City Hall
Economic Development Department
411 E. Kern Avenue, 2ND Floor
Tulare, CA 93274
Attention: Traci Myers, Community & Economic Development Director

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I. OVERVIEW OF PROCESS

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Tulare ("City") is issuing this Request for Proposal ("RFP") soliciting written proposals from qualified firms or individuals to provide consulting services on the formation of a Property-Based Business Improvement District or other Special **Benefits Property Assessment** District to improve services, infrastructure, and public places in Downtown Tulare.

Qualified applicants are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than _____ **at the following address:**

**City of Tulare
Economic Development Department
Attention: Traci Myers, Executive Director
411 East Kern Avenue, 2nd Floor
Tulare, CA 93274**

An original copy of the transmittal letter must be signed by a representative authorized to the company. Proposals may be submitted by email or in hard copy. The proposal is to be submitted with the name of the Applicant and RFP title clearly marked on the proposal.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Applicant is solely responsible for all costs related to the preparation of the proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

***Any questions with regard to submission, process, or proposal can be e-mailed to:
Traci Myers, Executive Director of Economic Development & Redevelopment @
tmyers@tulare.ca.gov***

The Request for Proposal can be viewed and/or obtained from the City of Tulare website at www.tulare.ca.gov.

II. INTRODUCTION

About Tulare:

The City of Tulare is a charter city that incorporated in 1888. Located in the Central San Joaquin Valley along Highway 99, 45 miles south of Fresno and 60 miles north of Bakersfield. Our mid-state location benefits businesses needing same-day access to key California markets as well as residents seeking recreational opportunities in the beautiful Sierra Nevada Mountains to the east and the spectacular California coastline to the west. The City comprises 13,558 acres, or approximately 21 square miles, and, as of January 1, 2021, the City of Tulare's population was 69,246.

In general, Tulare has five existing predominant land use patterns. The Downtown District in and around downtown Tulare includes a mix of land uses at a small lot, walkable scale, comprised of smaller, independent commercial businesses, and residential/office development.

The Union Pacific Railroad creates a very distinct boundary between downtown and the neighborhoods to the west. Cross Street is a fairly active vehicular arterial route and also creates a boundary between downtown and the neighborhood homes to the north. Within downtown, Tulare Avenue serves as the main east-west route and connects downtown to Highway 99 to the east. K Street serves as the historic core of the City.

The Prosperity Avenue corridor east of State Route 99 is a concentration of larger chain commercial development, and includes the Tulare Outlets. This area is the heart of most of the existing commercial activity in the city. The southern area of the city, south of Owens Avenue and centered around 'K' Street includes most of the City's industrial uses, with several dairy processing plants, warehousing, trucking, and ag support service establishments. Older arterial corridors such as 'J' Street, Tulare Avenue (State Route 137), and Inyo Avenue (State Route 137) include a mix of mostly service commercial uses, as well as some retail and residential mixed in. However, the majority of existing development in the city consists of residential development, mostly single-family residential of varying ages, with most of the recent growth occurring at the edges of the City's eastern and western limits.

III. SCOPE OF WORK

Special benefit assessment districts are established to provide special improvements and services to an area within a specific area, which otherwise may not be provided to stakeholders of the district.

Although specific planning and establishment of the process depends on the type of district being considered, in many cases the formation of a special benefits property assessment district requires a formal process and public hearings.

In concert with the City's efforts to rehabilitate Downtown Tulare, staff is recommending to hire a consultant to re-exam the feasibility of creating a downtown special benefits assessment district. The consultant will be responsible for recommending the type of special benefits property assessment district most beneficial to the downtown; development of a database of stakeholders and stakeholder priorities; development of an implementation plan outlining long

term needs of the downtown (e.g. Maintenance, marketing, special events, lighting, landscaping, security, etc.); manage any outreach or communications strategies to stakeholders; attend any City Council meetings as deemed necessary; and follow through on any 218 ballot process that might be necessary.

The project will be divided into two phases as follows:

Phase I reflects the initial assessment of creating the Special Benefits Property Assessment District. This will include, but is not limited to, attending meetings, touring the site area, a preliminary benefits assessment, a needs checklist, and a general project timeline.

Phase II reflects the analytical work, reviewing and understanding the services, budget development, properties to be assessed, recommendation on type of special taxing district (e.g. Property Based Improvement District, Special Business District, Community Benefit District, etc.) and quantifying the general and special benefits.

At the present time, Downtown Tulare is divided into two (2) assessment districts, which is managed by the Tulare Downtown Association. This program assesses a fee on business owners located in the downtown. These fees are levied for the benefit of downtown merchants through projects and programs created by the Downtown Tulare Association. As part of this RFP, the consultant will be asked to re-evaluate the Tulare Downtown Association program and make recommendations to amend or terminate the program.

Additionally, Phase II will include the legal process to establish the Special Benefit Property Assessment District. This will include, but is not limited to, the development of ordinances, the Management Plan, Engineer's Report, and then concluding with the Petition and Ballot process, if necessary.

IV. CONTENT AND FORMAT OF PROPOSALS

At a minimum, the proposal should contain the information outlined herein. Additional information that the applicant deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the Consultant has reviewed the relevant information, and that based on that review, the Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

- Consultant Background: Provide a brief overview of the Consultant assuming contract responsibilities. All proposed sub-consultants must be identified.
- Project Team: Provide an organizational chart that identifies the individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to those elements. Indicate the number of hours each member has been budgeted and will be assigned to the project. Specifically, identify the personnel assigned to the following duties: project lead, project management, researcher, writing/preparation, graphics, and administration.

- Individual Qualifications and Experience: Provide resumes for each key staff member. Provide up to three examples of recent projects completed (or ongoing) by the proposed project team (staff members, sub-consultants, and public agencies). For each relevant project: 1) indicate the Consultant's role and the staff members who were responsible for the cited project work; 2) provide a brief description of the contract scope of work; 3) state the contract amount and completion date; and 4) include the name, title and phone number of a client reference.
- Statement of Understanding and Scope of Work: Proposals should provide a statement of your understanding of the project by highlighting the primary issues and outlining your approach toward addressing those issues. Any recommendations regarding improvements to the process, in order to more effectively meet the City's stated objectives, should be emphasized in your proposal, as a clear means of demonstrating an understanding of the project requirements.
- Schedule: Proposals should present an overall project schedule showing milestones, deliverable dates, and the duration of each phase.
- Schedule of Fees: Submit a schedule of fees including a not-to-exceed and schedule of hourly rates or comparable costs to complete the project.
- References: Provide a list of at least three (3) current public agency customers in California for whom you have provided comparable services and list the contact.

V. PROPOSAL SUBMISSION AND TIMETABLE

The following identifies the schedule for the RFP and consultant selection process:

- Issuance of RFP:
- Proposals Due:
- Review of Proposals:
- Staff Recommendation to City Council:
- Notice to Proceed with Project:
- Anticipated Proposition 218 Election (if required):

VI. SELECTION CRITERIA AND PROCESS

The selection committee shall select finalists from the complete proposals received before the deadline. The City may ask finalists to present their proposals in person before final selection. The selection committee shall score finalists on a 100-point scale based on criteria that include:

- Relevant Experience of Firm (25 pts)
- Relevant Experience of Project Team (25 pts)
- Understanding and Approach to the Project (25 pts)
- Public Outreach Process (15 pts)
- Clarity of Presentation (10 pts)

It is anticipated that award of the formal contract with the City of Tulare will occur on May 1st, 2023. Following a written notice-to-proceed, to be issued by the City, the Consultant's work shall begin no later than seven (7) days after City Council approval and shall be completed in accordance with the agreed upon schedule.

The notice to proceed issued by the City will specify the work including phases to be completed, a schedule for the work, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed.

VII. RESOURCES

The following documents are available for viewing and download at the locations listed below.

2035 Tulare General Plan

<https://www.tulare.ca.gov/home/showpublisheddocument/2393/635907185852000000>

2035 Tulare General Plan Map

<https://www.tulare.ca.gov/home/showpublisheddocument/604/635702261116100000>

Existing Zoning Code (Title 10 is Zoning Code)

https://codelibrary.amlegal.com/codes/tulare/latest/tulare_ca/0-0-0-10050

Existing Zoning Map

<https://www.tulare.ca.gov/business/zoning-map>

Downtown Tulare Vision 2040 Plan (Not formally adopted)

<https://www.tulare.ca.gov/government/departments/community-economic-development/economic-development>

VIII. CONTRACT CONDITIONS

The selected Consultant will be required to sign a standard City agreement and maintain required insurance coverage as indicated in Attachment 1. Unless indicated otherwise, submission of a proposal indicates that the proposer accepts the terms of the standard agreement.



Attachment 2
Sample City of Tulare Professional Services Agreement for Consulting Services



**CITY OF TULARE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") entered into this ____ day of _____ 2023, by and between _____ ("CONSULTANT"), and the **City of Tulare** ("CITY").

WITNESSETH

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

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described in the Downtown Tulare Master Plan Consulting Services Proposal attached hereto as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, BE IT AGREED, by and between the CONSULTANT and the CITY as follows:

1. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Authorized Scope of Work

The CITY agrees to pay for services described in Exhibit "A" – Downtown Tulare Master Plan Consulting Services Proposal - attached hereto and incorporated herein by this reference.

B. Additional Services

Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The rate for such additional service shall be "on call" services and based upon an hourly rate as set forth on CONSULTANT'S 2023 compensation rates. Such additional services shall not be performed by CONSULTANT without the express written consent of CITY.

2. **COMPENSATION**

A. Total Compensation

CONSULTANT agrees to perform the services as described in Exhibit "B" – Fee Proposal & Compensation Rates - for a not-to-exceed fee of \$_____. Any additional services other than those provided for in Exhibit "A" would be performed on an "on-call" basis and these additional services will be billed on an hourly rate based upon CONSULTANT'S 2023 compensation rates.

B. Invoicing & Payment

As sole compensation for the performance of the services, the City will pay Consultant a consulting rate for each service classified as provided for in Exhibit "B" attached hereto. Any expenses incurred by Consultant in performing the services will be the sole responsibility of Consultant unless other arrangements are made before such expenses are incurred. Consultant will invoice the City on a monthly basis. The City will pay each such invoice no later than thirty (30) days after its receipt.

3. **AUTHORIZED REPRESENTATIVE**

The Community & Economic Development Director, Traci Myers, or her Designee shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Tulare is specifically required.

4. **TERMINATION**

The CITY or the CONSULTANT may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the CITY, become its property. If this Agreement is terminated by the CITY as provided for herein, the CONSULTANT shall be paid for the tasks (as set forth in Exhibit "B") satisfactorily completed prior to the date of termination,

and in the amounts set forth herein, including CONSULTANT'S reasonable costs associated with the termination itself if termination effectuated by CITY, less deduction, if any, to the CITY for damages suffered as a result of the CONSULTANT'S failure to comply with the terms of this Agreement, if such is the case or cause of termination.

5. INTEREST OF OFFICIALS AND THE CONSULTANT

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

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

6. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. The CONSULTANT shall not assign,

delegate or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of the CITY.

7. INDEPENDENT CONTRACTOR

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

8. SPECIFICATIONS

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

9. PUBLICATION

No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect to hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

10. COPYRIGHTS

The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

11. INDEMNIFICATION AND INSURANCE

A. As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless the CITY, its officers, employees, and the CITY'S designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of

CONSULTANT'S negligent acts, errors or omissions in the performance of his/her professional services under the terms of this contract.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at the CITY's option), and hold harmless CITY, its employees, agents, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature caused in whole or in part by any negligent act or omission of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- B. Without limiting the CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
- i. Workers' Compensation Insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.
 - ii. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad Form Property Damage (if applicable), Independent Contractors' Liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
 - iii. Professional Liability Insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000), and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four (4) year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
 - iv. Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

- C. Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Manager.

“It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

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

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

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order CONSULTANT to stop work under this Agreement and/or

withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for CONSULTANT'S failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractor's performance of the work covered under this Agreement.

12. OWNERSHIP OF DOCUMENTS

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

13. NOTICES

Notice shall be sufficient hereunder if personally served upon the City Manager of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

Consultant
Consultant Name.
Officer or Principal
Address
Address Line 2
City, State Zip Code

City of Tulare
Melissa Hermann
Chief Deputy City Clerk
411 E. Kern Avenue
Tulare, CA 93274

14. JURISDICTION & CHOICE OF LAW

This Agreement shall be administered and interpreted under the laws of the State Of California. Jurisdiction of litigation arising from this Agreement shall be venued in the State of California, Tulare County Superior Court. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

15. INTEGRATION

This Agreement represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.

16. MISCELLANEOUS PROVISIONS

- A. CONSULTANT covenants that they presently have no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of service required hereunder.
- B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. For the purposes of this agreement electronic signature facsimile shall be deemed the same as an original signature, and may be executed in multiple parts.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONSULTANT

By: _____
Officer / Principal

CITY OF TULARE

By: _____
City Manager

APPROVED AS TO FORM

By: _____
City Attorney