

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, April 4, 2023
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.

1. **CALL TO ORDER REGULAR MEETING**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION**
3. **PRESENTATIONS**
 - 3.1 Proclamation for National Public Safety Telecommunicators Week April 9-15, 2023.
 - 3.2 Tulare County Economic Development Corporation Presentation.
4. **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.
5. **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.
6. **COUNCIL REPORTS AND ITEMS OF INTEREST**
7. **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.
 - 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 Special and Regular Meeting Minutes of March 21, 2023.
Recommended Action: Approve as submitted. [M. Hermann]
 - 7.3 Second Reading and Adoption of Ordinance 2023-04.
Recommended Action: Adopt Ordinance 2023-04 amending Chapter 7.52 of the Tulare Municipal Code pertaining to the regulations of squatter camps. [M. Hermann]
 - 7.4 Second Reading and Adoption of Ordinance 2023-05.
Recommended Action: Adopt Ordinance 2023-05 repealing and replacing Chapter 9.64.010 of the Tulare Municipal Code pertaining to the City's Transportation Demand Management Plan. [M. Hermann]
 - 7.5 Purchase of Servers for the Police Department.
Recommended Action: Approve the funding and purchase of three servers for the Police Department using the NASPO Value Point Contract # MNWNC-108 for a total

of \$31,981.81; and authorize up to a 10% change order amount (\$3,198.18) if required. [J. Bowling]

7.6 Grant Deed in Fee Interest & Certificate of Conveyance – Dayton Street.
Recommended Action: Authorize the City Manager or his designee to execute a Grant Deed in Fee Interest and Certificate of Acceptance to the City of Tulare for acceptance of a street right-of-way dedication along the east side of Dayton Street located at 700 S. Dayton Street (APN 177-080-004). [M. Miller]

7.7 Purchase of Two Dodge Ram Trucks for the Police Department.
Recommended Action: Award the purchase of two new/unused 2023 Dodge Ram Quad Cab trucks to National Auto Fleet Group, of Watsonville, CA using Sourcewell Contract No. 091521-NAF in the amount of \$92,982.68, which includes all fees, tax, and shipping. [T. Whitfield]

8. 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.

8.1 Lease Agreements for City Property.
Recommended Action: Authorize the City Manager or designee to execute the documents necessary for new and extended leases for the following City properties, subject to minor conforming or clarifying changes acceptable to the City Attorney and City Manager: 1) 324 South N Street – Extend lease with Encore Theatre for 10 years; and 2) 6525 Dale Fry Road (Mefford Field Airport) – New lease with Mike Schoenau of Valley Aircrafts. [M. Correa]

9. FUTURE AGENDA ITEMS - NONE SUBMITTED

10. STAFF UPDATES

11. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, April 18, 2023, at 7:00 p.m. in the Council Chamber at the Tulare Public Library, 491 North M Street, Tulare, California.

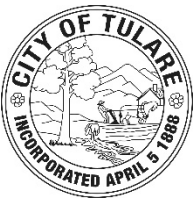
AFFIDAVIT OF POSTING AGENDA

I certify, in conformance with Government Code Sections 54954.2 and 54956, the agenda for the regular/special meeting of the Tulare City Council was posted in the kiosk at the front of City Hall, 411 E. Kern Avenue, as well as on the City's website at least 72 hours prior to the regular meeting or 24 hours prior to a special meeting.

DATE & TIME: Friday, March 31, 2023 at 12:00 p.m.



Melissa Hermann, Chief Deputy City Clerk



To: Mayor and City Council Members
From: Marc Mondell, City Manager
Subject: April 4, 2023 Agenda Memo
Date: March 31, 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.

1. CALL TO ORDER REGULAR MEETING

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. PRESENTATIONS

3.1 Proclamation for National Public Safety Telecommunicators Week April 9-15, 2023.

3.2 Tulare County Economic Development Corporation Presentation.

4. 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.

5. 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.

6. COUNCIL REPORTS AND ITEMS OF INTEREST [Time Estimate: 7:30-7:35 p.m.]

7. CONSENT CALENDAR - All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion. [Time Estimate: 7:35-7:40 p.m.]

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 Special and Regular Meeting Minutes of March 21, 2023.
Recommended Action: Approve as submitted. [M. Hermann]

7.3 Second Reading and Adoption of Ordinance 2023-04.
Recommended Action: Adopt Ordinance 2023-04 amending Chapter 7.52 of the Tulare Municipal Code pertaining to the regulations of squatter camps. [M. Hermann]

Summary: At the March 21, 2023, regular meeting of the City Council, Council held the first reading of an ordinance amending Chapter 7.52 of the Tulare Municipal Code pertaining to the regulations of squatter camps. The City has recently experienced an increase in injuries and death related to camping in the right of way of the railroad tracks. Staff views this as a health and safety issue and wishes to include provisions clearly restricting such camping and authorizing the City Manager to enforce the provisions.

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

7.4 Second Reading and Adoption of Ordinance 2023-05.
Recommended Action: Adopt Ordinance 2023-05 repealing and replacing Chapter 9.64.010 of the Tulare Municipal Code pertaining to the City's Transportation Demand Management Plan. [M. Hermann]

Summary: At the March 21, 2023, regular meeting of the City Council, Council held the first reading of an ordinance repealing and replacing Chapter 9.64.010 of the Tulare Municipal Code pertaining to the City's Transportation Demand Management Plan. Review of Chapter 9.64, "Transportation Demand Management Plan" of the Tulare Municipal Code identified a reference to Rule 9001 adopted by the San Joaquin Valley Unified Air Pollution Control District (District), which has since been repealed and replaced with Rule 9410. Local government agencies within the District were required to adopt Rule 9001 as part of their Transportation Demand Management Plan to demonstrate conformity with the District's air quality implementation plan. The purpose of both the original Rule 9001 and revised Rule 9410 was to establish how air quality impacts associated with employment centers are analyzed and evaluated. The Rules define various mitigation measures that can be utilized by employers to claim reductions in the estimated trips generated by their business, thereby demonstrating reduced impacts of their operations to the region's air quality. The proposed ordinance will correct Chapter 9.64.010 to reference Rule 9410 of the San Joaquin Valley Unified Air Pollution Control District, which is the appropriate, revised Rule addressing trip reduction measures for employment centers.

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

7.5 Purchase of Servers for the Police Department.

Recommended Action: Approve the funding and purchase of three servers for the Police Department using the NASPO Value Point Contract # MNWNC-108 for a total of \$31,981.81; and authorize up to a 10% change order amount (\$3,198.18) if required. [J. Bowling]

Summary: The City of Tulare uses virtualized servers to run many of the systems of the Police department. Some of these systems include Computer Aided Dispatch (CAD), Records Management Systems (RMS), Property tracking, and other required miscellaneous databases/services. The existing servers have been in-place since early 2015. Existing servers have reached the end of their useful life and need to be replaced. The proposed servers are sized to be able to be used in the CAD/RMS replacement project.

Dell hardware will be procured under the State of California NASPO (National Association of State Procurements Officials) Value Point Contract # MNWNC-108. This is a cooperative purchasing agreement that is available to cities, counties, and special districts.

7.6 Grant Deed in Fee Interest & Certificate of Conveyance – Dayton Street.

Recommended Action: Authorize the City Manager or his designee to execute a Grant Deed in Fee Interest and Certificate of Acceptance to the City of Tulare for acceptance of a street right-of-way dedication along the east side of Dayton Street located at 700 S. Dayton Street (APN 177-080-004). [M. Miller]

Summary: Tentative Parcel Map No. 2021-01 has been submitted by Leandro Campos to create two parcels from one existing parcel located at 700 South Dayton Street (APN 177-080-004). The tentative parcel map was approved by the City of Tulare's Parcel Map Committee on August 10, 2020, via Resolution No. 829. Construction of street and frontage improvements was required by the engineering conditions of approval for the tentative parcel map, which will require the dedication of additional street right-of-way to meet current City standards. The design of these improvements has been completed and approved by the City Engineer, and the required street right-of-way dedication has been identified. Dedication of the right-of-way is now being offered to the City by the subject Grant Deed in Fee Interest. If accepted, the dedication by separate instrument will be noted on the final parcel map.

7.7 Purchase of Two Dodge Ram Trucks for the Police Department.

Recommended Action: Award the purchase of two new/unused 2023 Dodge Ram Quad Cab trucks to National Auto Fleet Group, of Watsonville, CA using Sourcewell Contract No. 091521-NAF in the amount of \$92,982.68, which includes all fees, tax, and shipping. [T. Whitfield]

Summary: The City is a member of Sourcewell which is a national public service agency that provides for cooperative purchasing for government agencies. Through

the Sourcewell Contract No. 091521-NAF, staff is requesting authorization to purchase two new/unused 2023 Dodge Ram 4x2 Quad Cab trucks from National Auto Fleet Group, of Watsonville, CA in the amount of \$92,982.68.

On January 17, 2023, the City Council approved the funding for the purchase of two trucks for the Police Department. The two new trucks were for the two new officer positions dedicated to interact with the transient and homeless population in the City of Tulare. The Police Department requested trucks for these officers as they needed vehicles that would give the officers the ability to transport the property without requiring additional help from other departments. The trucks will be 2023 Dodge Ram 1500 Classic Tradesman 4x2 quad cabs with 6'4" box and will be outfitted similar to the Ford Explorer Police Interceptors.

8. **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.

8.1 Lease Agreements for City Property. [Time Estimate: 7:40-8:00 p.m.]

Recommended Action: Authorize the City Manager or designee to execute the documents necessary for new and extended leases for the following City properties, subject to minor conforming or clarifying changes acceptable to the City Attorney and City Manager: 1) 324 South N Street – Extend lease with Encore Theatre for 10 years; and 2) 6525 Dale Fry Road (Mefford Field Airport) – New lease with Mike Schoenau of Valley Aircrafts. [M. Correa]

Summary: The City of Tulare received a formal request letter from the Encore Theatre for the renewal of their lease for 10 years. Their most recent lease was signed on February 15, 2011, for a period of 10 years with an expiration date of February 15, 2021, and an option for a 10-year renewal with an expiration date of February 15, 2031. The delay in the request was due to the closure of the theater due to Covid-19. The Fire Marshal and the Office of Safety, Compliance and Facilities performed an inspection on this property with no major issues found (report attached). The rental price for said property for the original term of the lease, and for the 10-year renewal option thereafter for which the lease continues, shall be the sum of One Dollar (\$1.00) per year payable in full for all ten years at the execution of the lease and the beginning of the renewal option period. Before finalizing this renewal, an appraisal will be performed by the RMA to request the proper amount of insurance policy required.

The City of Tulare received an email from Mike Schoenau (Valley Aircrafts) requesting to take over the lease of the hanger located at 6525 Dale Fry Road where he currently stores four planes and equipment. The condition of the lease is to exchange the new hangar for the termination of the lease of three T-hangars (#5, #7 and #9) that will be available to the public for lease and terminating his current lease of the Mefford Field Hangar. The rental for said property for the original five years of the lease, and for the five-year renewal option thereafter for which the lease continues, shall be the sum of \$900.00 plus deposit, if applicable, per year payable in full for all five years at the execution of the lease and the beginning of the renewal option period. The lease will be finalized for City Manager's approval by April 10, 2023.

9. FUTURE AGENDA ITEMS - NONE SUBMITTED [Time Estimate: 8:00-8:00 p.m.]

10. STAFF UPDATES [Time Estimate: 8:00-8:10 p.m.]

11. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, April 18, 2023, at 7:00 p.m. in the Council Chamber at the Tulare Public Library, 491 North M Street, Tulare, California.



Proclamation

Whereas emergencies can occur at any time that require police, fire, or emergency medical services;

Whereas when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservations of property;

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the emergency communications centers;

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services;

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety;

Whereas Public Safety Telecommunicators of the Tulare Police Department and Tulare County Consolidated Ambulance Dispatch have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

Now, therefore we, the City Council of the City of Tulare, do hereby proclaim the week of April 9-15, 2023, as

National Public Safety Telecommunicators Week

in the City of Tulare in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dated this 4th day of April 2023.



Terry A. Sayre

Terry A. Sayre, Mayor

Patrick Isherwood

Patrick Isherwood, Vice Mayor

Jose Sigala

Jose Sigala, Councilmember

Stephen C. Harrell

Stephen C. Harrell, Councilmember

Dennis A. Mederos

Dennis A. Mederos, Councilmember

CITY OF TULARE
CITY COUNCIL MEETING MINUTES

Council Chamber
491 North M Street, Tulare

Tuesday, March 21, 2023
6:00 p.m. - Special Meeting
7:00 p.m. - Regular Meeting

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

STAFF PRESENT: City Manager Marc Mondell; City Attorney Mario Zamora, Assistant City Manager, Josh McDonnell, Deputy City Clerk Maegan Peton; City Engineer Michael Miller; Public Works Director Trisha Whitfield; Community Services Director Jason Glick; Police Chief Fred Ynclan; Fire Chief Michael Ott; 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

1. CALL TO ORDER SPECIAL MEETING

Mayor Sayre called the special meeting of the City Council to order at 6:00 p.m. in the Council Chamber located at 491 North M Street.

2. PUBLIC COMMENT

There were no public comments.

3. STUDY SESSION

3.1 6th Cycle Housing Element Update.

Presented By: Interim Community Development Director/City Planner Mario Anaya

Council Action: No action was taken.

4. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING:

4.1 Anticipated litigation pursuant to Government Code § 54956.9(d)(4): 2 cases

Council recessed to closed session at 6:33 p.m.

5. RECONVENE FROM CLOSED SESSION

Council reconvened from closed session at 7:07 p.m.

6. CLOSED SESSION REPORT

City Attorney Mario Zamora advised there was no reportable action.

7. ADJOURNMENT OF SPECIAL MEETING

Mayor Sayre adjourned the special meeting at 7:07 p.m.

8. CALL TO ORDER REGULAR MEETING

Mayor Sayre called the regular meeting of the City Council to order at 7:07 p.m. in the Council Chamber located at 491 North M Street.

9. PLEDGE OF ALLEGIANCE AND INVOCATION

Jason Bender led the pledge of allegiance and an invocation was given by Assistant City Manager Josh McDonnell.

10. PRESENTATIONS**10.1 City Sales Tax Presentation by MuniServices, LLC/Avenu Insights & Analytics.**

Mary DeLaRosa, Client Services Executive, provided a presentation regarding the City's status on sales tax.

11. PUBLIC COMMENTS

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

12. COMMUNICATIONS

City Manager Marc Mondell reported on a communication received from the Tulare Baseball Association.

13. COUNCIL REPORTS AND ITEMS OF INTEREST**13.1 Update on November 8, 2022 City of Tulare Council Election.**

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

14. CONSENT CALENDAR

Items 14.6, 14.7, 14.8, 14.9, 14.12, and 14.13 were removed from the Consent Calendar at the request of Council.

It was moved by Councilmember Harrell, seconded by Councilmember Mederos, and unanimously carried to approve the items on the Consent Calendar as presented with the exception of items 14.6, 14.7, 14.8, 14.9, 14.12, and 14.13.

14.1 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.

14.2 Regular Meeting Minutes of March 7, 2023.

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

14.3 February 2023 Investments Report.

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

14.4 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]

14.5 Increase E-mail Retention From 365 days to 730 days (2 years).

Recommended Action: Adopt a resolution amending Resolution 18-60 updating an Electronic E-Mail Retention Policy to increase email retention from 365 days to 730 days (2 years) and incorporating said changes into the City of Tulare's Records Retention & Indexing Schedules and Information Management Policy. [J. Bowling]

14.10 Grant of Public Utility Easement from Ruiz Food Products, Inc. along International Agri-Center Way.

Recommended Action: Accept a Grant of Easement for public utility purposes from Ruiz Food Products Inc., a California Corporation required for the construction of a new interchange on Highway 99 at International Agri-Center Way (formally Commercial Avenue), and authorize the City Manager or his designee to sign a Certificate of Acceptance for the same. [M. Miller]

14.11 Purchase of 68 Ruggedized Laptops.

Recommended Action: Approve the funding and purchase of 68 ruggedized laptops for the Police Department, Code Enforcement and Animal control from Dell Inc. using the NASPO contract for a total of \$124,606.21. [J. Bowling]

14.14 Proclaim the Existence of a Local Emergency.

Recommended Action: Adopt a resolution proclaiming the existence of a local emergency and ratifying the Director of Emergency Services' declaration of local emergency. [M. Ott]

PULLED CONSENT CALENDAR ITEMS**14.6 Parcel Map Acceptance – TPM 2022-07.**

Recommended Action: Approve the Parcel Map filed by Sequoia Investors, LLC, a California Limited Liability Company and The Shawn Team, LLC, a California Limited Liability for the division of land located on the southeast corner of Cross Avenue and Cherry Street for recordation, and accept all easements offered to the City. [M. Miller]

Council Action: Councilmember Mederos pulled this item to state concerns over traffic at this intersection. It was moved by Councilmember Mederos, seconded by Mayor Sayre, and unanimously carried to approve the item as presented.

14.7 Final Map Conditional Acceptance – Willow Glen No. 6.

Recommended Action: Conditionally approve the Final Map and subdivision improvement agreement for Phase 6 of Willow Glen subdivision for recordation, and accept all easements offered to the City. [M. Miller]

Council Action: Councilmember Mederos pulled items 14.7-14.9 together for confirmation of utilities location. It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to approve to approve items 14.7, 14.8, and 14.9 as presented.

14.8 Grant of Easement and Certificate of Conveyance to SCE Along the South Side of Pacific Avenue West of Mooney Boulevard.

Recommended Action: Authorize the City Manager to execute a Grant of Easement and Certificate of Conveyance to Southern California Edison Company (SCE) for installation and maintenance of SCE utilities located within Landscaping Outlots A & B of the Willow Glen No. 5 subdivision, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

Council Action: See Council action for item 14.7.

14.9 Grant of Easement and Certificate of Conveyance to SCE the West Side of Mooney Boulevard South of Pacific Avenue.

Recommended Action: Authorize the City Manager to execute a Grant of Easement and Certificate of Conveyance to Southern California Edison Company (SCE) for the installation and maintenance of SCE utilities located within Landscaping Outlot K of the Kensington Estates No. 4 and Landscaping Outlot B of the Willow Glen No. 5 subdivisions, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

Council Action: See Council action for item 14.7.

14.12 Tulare Dog Park Naming Recommendation.

Recommended Action: Accept the Tulare Parks and Recreation Commission recommendation to name the future Dog Park “K9 Bane Park” and to have a memorial bench to honor “Jennifer McCown” at the future Dog Park site located at 400 Block of N Street. [J. Glick]

Council Action: Councilmember Harrell pulled this item to provide further recommendations. It was moved by Councilmember Harrell, seconded by Councilmember Mederos, and unanimously carried to accept the Tulare Parks and Recreation Commission recommendation to name the future Dog Park “K9 Bane Park” and to have a memorial to honor Jennifer McCown at the future Dog Park site.

14.13 Change in 2023 Ford Interceptor Vehicle Order.

Recommended Action: Approve changing the five (5) on-order new 2023 Ford Police Interceptor Utility vehicles from hybrid engines to regular engines and re-allocating those vehicles to the Police Department. [T. Whitfield]

Council Action: Councilmember Sigala pulled this item for clarification. It was moved by Councilmember Sigala, seconded by Councilmember Mederos, and unanimously carried to approve the item as presented.

15. PUBLIC HEARINGS

15.1 Ordinance to Amend Chapter 9.64.010 (Transportation Demand Management Plan – Plan adopted) of the Tulare Municipal Code.

Recommended Action: Pass-to-print an ordinance amending existing Chapter 9.64.010 (Transportation Demand Management Plan – Plan adopted) of the Tulare Municipal Code.

Presented By: City Engineer Michael Miller

Public Comment: The public hearing was opened at 8:39 p.m. Receiving no public comment, the public hearing was closed at 8:39 p.m.

Council Action: It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to approve the item as presented.

16. GENERAL BUSINESS

16.1 City Surplus Properties.

Recommended Action: Authorize the appraisal and sale of City surplus properties.

Presented By: Safety, Compliance and Facilities Officer Manny Correa

Public Comment: Jason Bender requested tabling properties on Goodin.

Council Action: It was moved by Councilmember Mederos, seconded by Councilmember Harrel, and unanimously carried to for staff to solicit quotes for demolition of Property #1 and table the decision to surplus for one year. It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to amend the prior action. It was then moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to direct staff to solicit quotes for the demolition of the entire building located Property #1 as well as quotes for the demolition excluding the grammar school portion of the building. It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and unanimously carried to table the decision to surplus Property # 2 for one year. It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to surplus Properties # 3 through 9 as presented. It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to amend the prior action. It was then moved by Councilmember Mederos, seconded by Mayor Sayre, and unanimously carried to table the surplus of Properties # 7 through 9 and approve the surplus of Properties # 3 through 6.

16.2 Ordinance to Amend Chapter 7.52 (Regulation of Squatter Camps) of the Tulare Municipal Code.

Recommended Action: Pass-to-print an ordinance amending Chapter 7.52 (Regulation of Squatter Camps) of the Tulare Municipal Code.

Presented By: City Attorney Mario Zamora

Public Comment: There were no public comments.

Council Action: It was moved by Vice Mayor Isherwood, seconded by Mayor Sayre, and unanimously carried to pass-to-print the ordinance as presented.

17. FUTURE AGENDA ITEMS - None Submitted

18. STAFF UPDATES

Staff provided updates on department activities.

19. ADJOURNMENT

The regular meeting was adjourned at 9:30 p.m.

Approved by Council: April 4, 2023

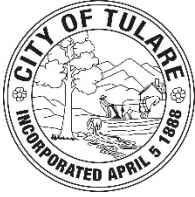
TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

DRAFT



Staff Report

Meeting: City Council

Date: January 17, 2023

**Item #: 7.3
Consent**

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Second Reading and Adoption of Ordinance 2023-04.

RECOMMENDED ACTION

Adopt Ordinance 2023-04 amending Chapter 7.52 of the Tulare Municipal Code pertaining to the regulations of squatter camps.

SUMMARY

At the March 21, 2023, regular meeting of the City Council, Council held the first reading of an ordinance amending Chapter 7.52 of the Tulare Municipal Code pertaining to the regulations of squatter camps. The City has recently experienced an increase in injuries and death related to camping in the right of way of the railroad tracks. Staff views this as a health and safety issue and wishes to include provisions clearly restricting such camping and authorizing the City Manager to enforce the provisions.

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

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

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

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Ordinance 2023-04

Reviewed/Approved: 

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE AMENDING SECTIONS 7.52.020, 7.52.040 AND 7.52.060 CHAPTER 52 OF TITLE 7 OF THE CITY OF TULARE MUNICIPAL CODE

WHEREAS, the City Council of the City of Tulare, a Charter city under California law, finds the need to revise Sections 7.52.020, 7.52.040 and 7.52.060 Chapter 52 of Title 7 of the City of Tulare Municipal Code related to rules and regulations for City of Tulare parks; and

WHEREAS, the purpose of the revisions of this Ordinance is to add restrictions on camping in the right of way for railroads and change the authority for enforcement.

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

SECTION 1. Sections 7.52.020, 7.52.040 and 7.52.060 of Chapter 52 of Title 7 of the City of Tulare Municipal Code is hereby amended as follows:

§ 7.52.020 Definitions.

Unless otherwise expressly stated, whenever used in this chapter, the following terms shall be defined as follows.

~~CITY MANAGER~~~~HEALTH OFFICER~~. The ~~Health Officer~~ *City Manager* of the city and his or her duly authorized representatives and deputies.

SQUATTER. One who settles or locates on land enclosed or unenclosed with no bona fide claim or color of title or without the express consent of the owner or person legally in charge of the land.

SQUATTER CAMP. An area or parcel of land upon which any person has settled or located, or which he or she occupies, without having a bona fide claim or color of title thereto, or without the express consent of the owner or person legally in charge thereof or the agent of the same, and which is occupied or inhabited in violation of § 103 of the California Building Code or Chapter 10 of the Uniform Housing Code as adopted by the City of Tulare. It includes any tent camp space, house court and every other kind of camp, tent, shelter, structure or collection of tents, shelters or structures of any kind established, constructed, maintained or operated thereon.

§ 7.52.040 Enforcement.

It shall be the duty of the *City Manager* ~~Chief of Police or Health Officer~~ to enforce the provisions of this chapter.

§ 7.52.060 Procedure for abatement of nuisance.

The ~~Health Officer~~ *City Manager* is hereby authorized to abate such a nuisance under the following alternative and supplemental procedure:

(A) The ~~Health Officer~~ *City Manager* may serve notice upon the owner or person in charge of the property upon which the squatter camp is located. The notice shall be in writing and must be signed by the ~~Health Officer~~ *City Manager*, must be served upon the owner or the person in charge of the property upon which the squatter camp is located according to the provisions of Cal. Code of Civil Procedure § 1162. The notice shall require that the squatter camp be completely abandoned, abated, closed and vacated and demolished within three days from the date of service of notice upon the owner or operator or person in charge thereof. Failure or refusal on the part of any such owner or person in charge of the squatter camp to abate, vacate and close it in compliance with the written notice shall constitute a violation of this chapter.

(B) Upon the failure or refusal on the part of the owner or person in charge of the land upon which the squatter camp is located *to act within 14 days*, the ~~Health Officer~~ *City Manager* may post notices notifying all persons that the squatter camp is condemned as a public nuisance and that all persons shall immediately vacate the premises upon which the squatter camp space is located. Any person who shall thereafter enter in or upon or make any use of the squatter camp shall be guilty of a violation of this chapter.

(C) In case the ~~Health Officer~~ *City Manager* is unable to ascertain or find the owner of the land upon which any squatter camp is located, or where no person is in charge of the same, or where the owner of the land refuses to act, as an alternative procedure, the ~~Health Officer~~ *City Manager* may notify all squatters within the squatter camp that the same has been condemned and to remove therefrom immediately. In addition to the oral notification, the ~~Health Officer~~ *City Manager* shall post a written notice in a conspicuous place, within the squatter camp, notifying all squatters to forthwith and immediately remove there from and vacate the squatter camp. Failure or refusal of any person to comply with the notice shall be a violation of this chapter.

(D) Notwithstanding the notice provisions herein, and in addition to any other remedy available, in order to prevent loss of life or serious injury in the case of a person or persons squatting within the right of way of any existing railroad track, violators of this section shall be immediately removed and relocated from the right of way. The City Manager is authorized to develop any regulations to address the storage and/or disposal of property remaining in the railroad right of way, whether abandoned or not.

SECTION 2. If any provision of the Tulare Municipal Code or Title of the Ordinance Code of the City of Tulare, whether approved or adopted prior to or subsequent to Sections 7.52.020, 7.52.040 and 7.52.060 are in conflict therewith, these provisions of Sections 7.52.020, 7.52.040 and 7.52.060 shall govern.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this

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

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

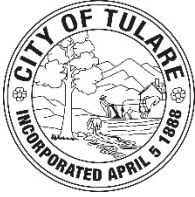
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare on the 4th day of April 2023.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council

Date: January 17, 2023

Item #: 7.4
Consent

Department: City Manager

Submitted by: Chief Deputy City Clerk Melissa Hermann

Agenda Title: Second Reading and Adoption of Ordinance 2023-05.

RECOMMENDED ACTION

Adopt Ordinance 2023-05 repealing and replacing Chapter 9.64.010 of the Tulare Municipal Code pertaining to the City's Transportation Demand Management Plan.

SUMMARY

At the March 21, 2023, regular meeting of the City Council, Council held the first reading of an ordinance repealing and replacing Chapter 9.64.010 of the Tulare Municipal Code pertaining to the City's Transportation Demand Management Plan. Review of Chapter 9.64, "Transportation Demand Management Plan" of the Tulare Municipal Code identified a reference to Rule 9001 adopted by the San Joaquin Valley Unified Air Pollution Control District (District), which has since been repealed and replaced with Rule 9410. Local government agencies within the District were required to adopt Rule 9001 as part of their Transportation Demand Management Plan to demonstrate conformity with the District's air quality implementation plan. The purpose of both the original Rule 9001 and revised Rule 9410 was to establish how air quality impacts associated with employment centers are analyzed and evaluated. The Rules define various mitigation measures that can be utilized by employers to claim reductions in the estimated trips generated by their business, thereby demonstrating reduced impacts of their operations to the region's air quality. The proposed ordinance will correct Chapter 9.64.010 to reference Rule 9410 of the San Joaquin Valley Unified Air Pollution Control District, which is the appropriate, revised Rule addressing trip reduction measures for employment centers.

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

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

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

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Ordinance 2023-05

Reviewed/Approved: 

ORDINANCE 2023-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE
REPEALING AND REPLACING SECTION 9.64.010 OF CHAPTER 9.64 OF THE
TULARE MUNICIPAL CODE PERTAINING TO THE CITY OF TULARE
TRANSPORTATION DEMAND MANAGEMENT PLAN**

WHEREAS, it has been determined Section 9.64.010 of the Tulare Municipal Code references Rule 9001 of the San Joaquin Valley Unified Air Pollution Control District (“DISTRICT”) relating to transportation demand management, which has since been repealed and replaced by the DISTRICT with Rule 9410; and

WHEREAS, it is desired to amend said section of the Tulare Municipal Code to provide reference to Rule 9410 of the DISTRICT, which is the current and valid reference.; and

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

SECTION 1. Section 9.64.010 of the Tulare Municipal Code of Ordinances is hereby amended and replaced as follows:

~~§ 9.64.010 Plan adopted.~~

~~The City of Tulare hereby adopts Rule 9001 of the San Joaquin Valley Unified Air Pollution Control District, as administered by, and as amended from time to time by, the District, as the Transportation Demand Management Plan within the city.~~

§ 9.64.010 Plan adopted.

The City of Tulare hereby adopts Rule 9410 of the San Joaquin Valley Unified Air Pollution Control District, as administered by, and as amended from time to time by, the District, as the Transportation Demand Management Plan within the city.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 3. Pursuant to Section 15 of the Charter of the City of Tulare, it is ordered that a summary of this ordinance be issued in a daily newspaper of general circulation in the City of Tulare for one day and that the ordinance be available in at least one public place at the City offices. This ordinance shall be in full force and effect 30 days from and after the date of its adoption.

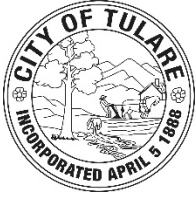
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare on the 4th day of April 2023.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council
Date: April 4, 2023

Item #: 7.5
Consent

Department: Information Technology Services
Submitted by: Jason Bowling, Chief Technology Officer
Agenda Title: Purchase of Servers for the Police Department

RECOMMENDED ACTION

Approve the funding and purchase of three servers for the Police Department using the NASPO Value Point Contract # MNWNC-108 for a total of \$31,981.81; and authorize up to a 10% change order amount (\$3,198.18) if required.

SUMMARY

The City of Tulare uses virtualized servers to run many of the systems of the Police department. Some of these systems include Computer Aided Dispatch (CAD), Records Management Systems (RMS), Property tracking, and other required miscellaneous databases/services. The existing servers have been in-place since early 2015. Existing servers have reached the end of their useful life and need to be replaced. The proposed servers are sized to be able to be used in the CAD/RMS replacement project.

Dell hardware will be procured under the State of California NASPO (National Association of State Procurements Officials) Value Point Contract # MNWNC-108. This is a cooperative purchasing agreement that is available to cities, counties, and special districts.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding for the purchase of these servers will come from Fund 623 Equipment Replacement – Servers. (Revenue Account 623-273-113)

LEGAL REVIEW

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

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Dell Quote # 3000148028920.1

Reviewed/Approved: 



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000148028920.1	Sales Rep	Kyle Berg
Total	\$31,981.81	Phone	(800) 456-3355, 6178557
Customer #	5487355	Email	Kyle_Berg@Dell.com
Quoted On	Mar. 20, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 19, 2023		CITY OF TULARE
Contract Name	Dell NASPO Computer		411 E KERN AVE
Contract Code	Equipment PA - California		STE F
Customer Agreement #	C000000181156		TULARE, CA 93274-4257
Solution ID	MNWNC-108 / 7157034003		
	17474845.1		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Kyle Berg

Shipping Group

Shipping To	Shipping Method
KEN WALES CITY OF TULARE 411 E KERN AVE STE F TULARE, CA 93274-4257 (559) 684-4228	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R650 - [amer_r650_14796]	\$9,976.54	3	\$29,929.62
	Subtotal:		\$29,929.62
	Shipping:		\$0.00
	Non-Taxable Amount:		\$5,054.67
	Taxable Amount:		\$24,874.95
	Estimated Tax:		\$2,052.19
	Total:		\$31,981.81

Shipping Group Details

Shipping To

KEN WALES
CITY OF TULARE
411 E KERN AVE STE F
TULARE, CA 93274-4257
(559) 684-4228

Shipping Method

Standard Delivery

	Quantity	Subtotal
PowerEdge R650 - [amer_r650_14796]	3	\$9,976.54
		\$29,929.62

Estimated delivery if purchased today:

Mar. 30, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R650 Server	210-AYJZ	-	3	-
No Backplane	379-BDSY	-	3	-
No Backplane	379-BDSV	-	3	-
No Rear Storage	379-BDTE	-	3	-
Trusted Platform Module 2.0 V3	461-AAIG	-	3	-
No HD, No Backplane, 1CPU	321-BGGB	-	3	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	3	-
No Additional Processor	374-BBBX	-	3	-
Heatsink for 1 CPU configuration (CPU less than or equal to 165W)	412-AAVO	-	3	-
Performance Optimized	370-AAIP	-	3	-
3200MT/s RDIMMs	370-AEVR	-	3	-
Diskless Configuration (No RAID, No Controller)	780-BCDH	-	3	-
No Controller	405-AACD	-	3	-
No Hard Drive	400-ABHL	-	3	-
Performance BIOS Settings	384-BBBL	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
3 High Performance Fans for 1 CPU	750-ADIF	-	3	-
Dual, Hot-Plug, Power Supply Redundant (1+1), 1100W MM Titanium	450-AKLF	-	3	-
Riser Config 0, 1CPU, Half Length, Low Profile, 1 x16 Slot	330-BBRQ	-	3	-
PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGW	-	3	-
iDRAC9, Enterprise 15G	385-BBQV	-	3	-
Secure Component Verification	528-COYT	-	3	-
Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	540-BCRX	-	3	-
Standard Bezel	325-BCHH	-	3	-
Luggage Tray x8 and x10 Chassis, R650	350-BCEI	-	3	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	3	-
BOSS Cables and Bracket for R650	403-BCNP	-	3	-
No Quick Sync	350-BBXM	-	3	-
iDRAC,Factory Generated Password	379-BCSF	-	3	-

iDRAC Group Manager, Disabled	379-BCQY	-	3	-
No Operating System	611-BBBF	-	3	-
No Media Required	605-BBFN	-	3	-
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
PowerEdge R650 Shipping	340-CUQR	-	3	-
R650 Ship 8x2.5	340-CUQO	-	3	-
PowerEdge R650 CCC Marking, No CE Marking	389-DYHX	-	3	-
PowerEdge R650 Non BIS Marking	389-DYHZ	-	3	-
Custom Configuration	817-BBBB	-	3	-
Dell Hardware Limited Warranty Plus Onsite Service	853-2137	-	3	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 7 Years	853-2153	-	3	-
ProSupport 7x24 Technical Support and Assistance 7 Years	853-2176	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	3	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	3	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	48	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	6	-
Broadcom 57454 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BDLL	-	3	-

Subtotal:	\$29,929.62
Shipping:	\$0.00
Estimated Tax:	\$2,052.19
Total:	\$31,981.81

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

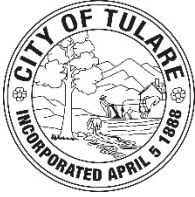
In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Staff Report

Meeting: City Council

Date: April 4, 2023

**Item #: 7.6
Consent**

Department: Engineering Services - Engineering

Submitted by: Michael Miller, City Engineer

Agenda Title: Grant Deed in Fee Interest & Certificate of Acceptance – Dayton Street

RECOMMENDED ACTION

Authorize the City Manager or his designee to execute a Grant Deed in Fee Interest and Certificate of Acceptance to the City of Tulare for acceptance of a street right-of-way dedication along the east side of Dayton Street located at 700 S. Dayton Street (APN 177-080-004).

SUMMARY

Tentative Parcel Map No. 2021-01 has been submitted by Leandro Campos to create two parcels from one existing parcel located at 700 South Dayton Street (APN 177-080-004). The tentative parcel map was approved by the City of Tulare's Parcel Map Committee on August 10, 2020, via Resolution No. 829. Construction of street and frontage improvements was required by the engineering conditions of approval for the tentative parcel map, which will require the dedication of additional street right-of-way to meet current City standards. The design of these improvements has been completed and approved by the City Engineer, and the required street right-of-way dedication has been identified. Dedication of the right-of-way is now being offered to the City by the subject Grant Deed in Fee Interest. If accepted, the dedication by separate instrument will be noted on the final parcel map.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The Grant Deed & Certificate of Conveyance will be reviewed for compliance with the applicable legal requirements prior to recordation.

ALTERNATIVE ACTION

1. Approve with changes – Changes to Grant Deed may involve re-submittal by owner & further review by City. Additional costs would be borne by owner.
2. Deny – The Property Owner's planned residential development on a newly created parcel, which has already commenced, would not be able to proceed. Roadway improvements on Dayton Street along the project's frontage would not take place.
3. Table – The Property Owner's planned residential development cannot pass final inspection, and roadway improvements cannot proceed, until Council acceptance of the street right-of-way dedication takes place.

ATTACHMENTS

1. Grant Deed
2. Certificate of Acceptance
3. Parcel Map Committee Resolution No. 829

Reviewed/Approved: 

Exhibit "A"
Legal Description

APN: 177-080-004 (portion)
Dayton Street Right-of-Way Dedication


That portion of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Tulare, County of Tulare, State of California, according to the official plat thereof being more particularly described as follows:

BEGINNING at the Northeasterly corner of Parcel 2 as described in the deeds to the State of California recorded April 17, 1952 in Book 1589, Page 475 of Official Records; thence Southeasterly along the East line of said Parcel 2, South 12°16'37" East a distance of 104.60 feet; thence continuing along said East Line South 20°15'37" East a distance of 20.98 feet; thence North 11°59'55" West a distance of 124.65 feet more or less to the North line of the land described in the deed to E.S. Matheny, ET UX, recorded February 10th, 1940 in Book 885, Page 421 of Official Records; thence along said North line South 89°17'17" West a distance of 3.59 feet to the **POINT OF BEGINNING**.

Containing an area of 372 square feet, more or less.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: 
Narinder S. Sahota, LS 8719

Date: March 22, 2023



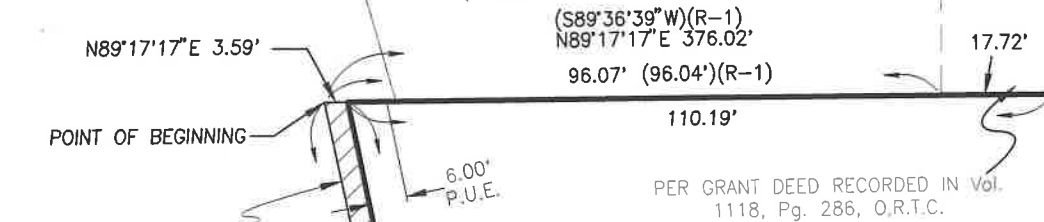
EXHIBIT "B"

PARCEL MAP No. 819
Bk.9, Pg.19, T.C.R.
(PARCEL 4)

DOC#
2013-0080353
O.R.T.C.

EXCEPTION 20'
FOR PRIVATE ROAD


EXCEPTION 10'
FOR PRIVATE ROAD




EXISTING
RIGHT-OF-WAY LINE

DAYTON STREET

LEGENDS:

 INDICATED AREA TO BE DEDICATED FOR PUBLIC STREET PURPOSES (AREA = 372 SF)

 ORIGINAL BOUNDARY

 SECTION LINE

 RIGHT OF WAY

(R-1) RECORD DATA PER PARCEL MAP 4819, RECORDED IN BOOK 9 OF PARCEL MAPS, AT PAGE 19, T.C.R.

(R-2) RECORD DATA PER DOCUMENT# 2020-0042620, O.R.T.C.

PER GRANT DEED RECORDED IN Vol. 1118, Pg. 286, O.R.T.C.

DOC#
2002-0018630
O.R.T.C.

(200')(R-2)

PARALLEL WITH THE WEST LINE OF THE NE QTR. OF THE NW QTR OF THE SW QTR OF SEC. 12 20/24 M.D.B.M.



ADDITIONAL RIGHT-OF-WAY DEDICATION AREA=372 SQ. FT.



SCALE 1" = 30'



SR 99

3/27/23

ALPINE AVENUE N89°19'42"E (19.12')

EXHIBIT MAP

CITY OF TULARE

PARCEL TO BE ACQUIRED AS A RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES

Being a portion of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, City of Tulare, Tulare County, State of California

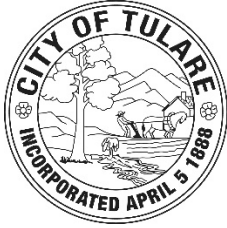
JOB NO. 20118
DRAWN BY: NSAHOTA
START DATE: 4/29/2022

SCALE: 1" = 30'
SHEET 1 OF 1

CVEAS CENTRAL VALLEY ENGINEERING AND SURVEYING

2511 LOGAN STREET
SELMA, CA 93662
WWW.CVEAS.COM

Tel. (559) 891-8811
Fax (559) 891-8815
Email: info@cveas.com



OFFICE OF THE CITY CLERK

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant Deed** dated **March 27, 2023**, from **Leandro Campos, Owner**, to the City of Tulare, Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **April 4, 2023**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grand Deed**.

CITY OF TULARE

By: _____
Marc Mondell, City Manager

ATTEST:

Melissa Hermann, Chief Deputy City Clerk

FILE COPY

**A RESOLUTION OF THE CITY OF TULARE PARCEL MAP COMMITTEE
FOR TENTATIVE PARCEL MAP APPLICATION NO. 2021-01**

WHEREAS, the Parcel Map Committee of the City of Tulare duly convened at a regular meeting on August 10, 2020 and approved the request by Leonardo Campos to create 2 parcels of record from one existing parcel (177-080-004) on property located on the northeast corner of Dayton Street and Alpine Avenue. The development standards of the RM-2 (Multi-family Residential) zone district will be applied to the project; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map provides required dedications and easements to be recorded by final parcel map; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is in conformance with the goals and objectives of the General Plan; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map will not have significant effect on surrounding properties and improvements in the vicinity of the project site; and,

WHEREAS, the Parcel Map Committee determined that the proposed project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended; and,

WHEREAS, the Parcel Map Committee determined that the proposed parcel map is consistent with the Tulare Municipal Code,

NOW, THEREFORE, BE IT RESOLVED by the Parcel Map Committee that the project is exempt pursuant to Section 15315 of the California Environmental Quality Act of 1970, as amended.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Parcel Map Committee that Tentative Parcel Map 2021-01 is hereby approved and subject to the following conditions:

- 1) All requirements of Title 10 shall be met.
- 2) A final map shall be recorded in substantial compliance with the tentative parcel map number 2021-01.
- 3) Applicant shall comply with the attached Engineering conditions.

Engineering Conditions:

STANDARD CONDITIONS OF APPROVAL:

TENTATIVE PARCEL MAP:

Per section 8.24.150 (B) of the City of Tulare Code of Ordinances a tentative parcel map is required for the proposed subdivision of land.

OFFSITE IMPROVEMENTS:

Unless specified otherwise in Attachment A, offsite improvements can be deferred until the development of a given lot. Per the City Engineers requirements, offsite improvements beyond the frontage of said lot may be required to allow for the safe and orderly development of the remaining lots.

In a subdivision resulting in four or fewer lots, or as allowed by the Map Act for the subdivision to be recorded as a parcel map, if fulfillment of construction requirements is being deferred, the parcel map shall contain a statement, which reads substantially as follows:

NOTICE: CERTAIN OFF-SITE AND/OR ON-SITE IMPROVEMENTS ARE REQUIRED IN CONNECTION WITH THESE LOTS (CITY OF TULARE PARCEL MAP COMMITTEE RESOLUTION NO. _____). NO PERSON MAY OBTAIN A BUILDING PERMIT FOR ANY LOT ON THIS MAP UNTIL THE REQUIRED IMPROVEMENTS ARE COMPLETED OR FINANCIAL SECURITY HAS BEEN POSTED WITH THE CITY TO ASSURE COMPLETION PRIOR TO BUILDING OCCUPANCY.

SOILS:

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

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

STREETS:

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

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

The structural section of all streets shall be not less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards. A greater thickness may be required by soils test results and engineered structural section calculations. The design of the pavement structural section for streets shall be asphalt concrete over aggregate base materials.

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

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

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

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

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

The centerlines of all streets shall be the continuations of the centerlines of existing streets, or shall be offset at least two hundred (200) feet per Section 8.24.450 (A) (2) (b) of the City of Tulare Municipal Code.

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

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

Driveway widths and spacing shall conform to requirements of City Code and the City of Tulare Design Guidelines and Public Improvement Standards.

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

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

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

Turnarounds are required at all dead end streets, unless deemed not necessary by the Fire Department, Solid Waste Department, and the Engineering Department.

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

In conformance with Section 8.24.450 (A) (10) of the City of Tulare Municipal Code, "street intersection shall be as near to a right angle as practicable."

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

The City shall reimburse the Subdivider for oversize costs for any facilities designated "masterplan facilities" by the City Engineer, subject to review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Subdivider shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and supporting the cost of

constructing the oversize improvements. If the financial statement is not filed within this time period, the Subdivider shall not be eligible for any reimbursements. Oversize payments will be made in accordance with a separate oversize reimbursement agreement to be executed after completion of all subdivision improvements. Payment will be subject to the availability of funds.

UTILITY RELOCATIONS AND UNDERGROUNDING REQUIREMENTS:

The Subdivider shall be responsible for all costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements. All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.500 (M) (1) of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the subdivision bonds.

SANITARY SEWERS:

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

Sewer laterals shall be installed to the property lines of all lots before the streets are surfaced. Laterals shall be located per City of Tulare Design Guidelines and Public Improvement Standards, unless otherwise approved to accommodate driveway approach locations.

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

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

STORM DRAINAGE:

The storm drain system shall be designed and constructed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards.

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

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

The minimum and maximum fall around curb returns shall be 0.64% and 1.5% respectively.

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

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

FIRE HYDRANTS:

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

EASEMENTS:

Easements will be required for all utilities outside of dedicated rights-of-way. Six-foot Public Utility Easements will be required along all street frontages unless specified otherwise by the City Engineer.

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

WATER SUPPLY:

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

Water services shall be installed to the property line of all lots before the streets are surfaced. Services shall be located per City of Tulare Design Guidelines and Public Improvement Standards. The minimum horizontal distance between water services and sewer laterals (measured from outside of pipe to outside of pipe) shall be 10 feet.

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

Individual minimum 1" polyethylene water services with meter boxes and meter idlers per City standards shall be installed to all single-family residential lots. Minimum 2" polyethylene water services with meter boxes and meter idlers per City standards shall be installed to all multifamily, commercial, and industrial lots.

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

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

STREET NAMES:

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

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

TRAFFIC SIGNS:

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

PAVEMENT DELINEATION:

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

STREET LIGHTS AND ELECTRICAL SERVICE:

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

GAS SERVICE:

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

PRIVATE IRRIGATION PIPELINES:

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

IRRIGATION CANALS:

Per Section 8.24.500 (H) (1) of the City of Tulare Municipal Code, if any portion (other than TID's Main Canal) of an existing irrigation canal (including ditch banks and maintenance access roads) falls within the development or within City right-of-way affected by the project, said ditch shall be piped, relocated, or abandoned and shall be so designated on the plan drawings. The proposed method of piping shall be shown on one of the master plans, if full piping does not occur within the first phase.

TELEPHONE/CABLE:

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

EXISTING STRUCTURES:

Any existing structures within the subdivision boundary shall be removed.

WELLS:

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

ELEVATIONS:

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

GENERAL CONDITIONS:

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

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

ADDITIONAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

Prepared By: Jan Bowen, Engineering Department

Approved By: Michael Miller, City Engineer

ATTACHMENT "A"

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

- 1) Master Plan drawings are needed for: Streets. A curb and gutter master plan showing future curb and gutter grades across the proposed project connecting to the existing curb and gutter north of the project site. The Master Plan shall be included with the first building permit application submitted for the project.
- 2) Existing curb and gutter, driveway approaches, sidewalk and ramped curb returns shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels.
- 3) Roadway design criteria shall be as indicated below. Structural section design shall be based upon the indicated traffic index, but shall not be less than the minimum requirements of the City of Tulare Design Guidelines and Public Improvement Standards:

	Roadway	Classification	Traffic Index	Sidewalk Width	Sidewalk Configuration
a)	Dayton Street	Local Street	5.0	5'	Adjacent to Curb
b)	Alpine Avenue	Local Street	5.0	5'	Parkway Pattern

- The Subdivider shall be responsible for the following minimum Arterial improvements:
 - Full paveout from lip of gutter to the existing edge of pavement
 - Reconstruction of the following portions of existing pavement:
 - Install medians (curbing only) within the following frontages:
 - Provide at least feet of paving on the opposite side of the median
 - Provide stabilized shoulders on the opposite side of the street in accordance with the City of Tulare's adopted PM-10 control guidelines
 - Provide a pavement transition from the existing roadway cross-section to the new roadway cross-section, of a width and length as approved by the City Traffic Engineer
 - Other:

The Subdivider shall be responsible for the following minimum improvements along existing non-arterial streets adjacent to this development:

Full paveout, from lip of gutter to the existing edge of pavement

Reconstruction of the following portions of existing pavement:

Rehabilitation of the following portions of existing pavement, by methods approved by the City Engineer

Other: Reconstruction or rehabilitation of the existing pavement by methods approved by the City Engineer.

- 4) Backing lot treatment with common area landscaping, irrigation and block wall improvements shall apply to the following frontages: _____.
- 5) Waiver of direct access rights shall be provided as follows: _____.
- 6) The development shall incorporate the following traffic calming measures: _____.
- 7) The development shall incorporate the following bicycle/pedestrian facilities: _____.
- 8) The development shall incorporate City standard bus turnout(s) at the following location(s): _____.
- 9) A Transportation Impact Study (TIS) identifying the project impacts and proposed mitigation measures shall be submitted to the City for review, and shall be subject to the approval of the City Engineer. The TIS shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. The TIS shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating the project's impact to existing roadway facilities, the TIS shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments, and shall specifically address the project impacts and any appropriate mitigations to the following facilities: _____.
- 10) A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase to assist City staff in the formation of the Landscape & Lighting District. The landscape & irrigation master plan shall be approved by the Director of Parks and Community Services a minimum 75 days before approval of the parcel map or approval of the improvement plans (whichever comes first).
- 11) A Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance. The Subdivider shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of a the district a minimum of 75 days before approval of the parcel map or approval of the improvement plans (whichever comes first). Dedication to the City is required for all landscape and common area lots to be maintained by the Landscape & Lighting District.
- 12) A master plan for sanitary sewer for the entire development shall be submitted for approval prior to approval of any portion of the system.

- 13) The sanitary sewer alignments shall be 6 feet north and/or east of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 14) A master plan for storm drainage for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 15) A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is required not required.

A letter verifying that lot grading was completed in accordance with the approved grading/drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of a notice of completion. The Engineer or Architect shall affix their stamp and seal to the letter.

- 16) The storm drain alignments shall be 11 feet south and/or west of centerline unless other alignments are approved by the City Engineer, or as follows: _____.
- 17) A master plan for water for the entire development shall be submitted for approval prior to approval of any portion of the system.
- 18) The water main alignments shall be 6 feet south and/or west of street centerline, unless other alignments are approved by the City Engineer, or as follows: _____.
- 19) Individual water services (1 1/2" minimum) with meter boxes shall be installed to all R-M-2 lots.
- 20) A water sampling station shall be installed as follows: _____.
- 21) The current emergency drought condition in the City and the entire State, as well as reduced production of certain wells in the City's system due to contamination, along with significant rise in water service demand on the City's system, has created a need for ensuring that future connections to the system do not adversely affect the City's ability to deliver safe water supply to all of its customers. A full analysis of project impacts to the City's overall water system shall be completed at Developer's expense. The analysis shall be based upon the City's official hydraulic model of the system, and shall be performed by the City's selected consultant. The scope and final determination of the analysis shall be subject to the approval of the Public Works Director, whose decision can be appealed to the Board of Public Utilities. Should the hydraulic model show that connection of the project shall have adverse impacts on the City overall water system, the Developer shall be required to mitigate the adverse impacts to the satisfaction of the Public Works Director and City Engineer prior to approval being granted for connection to the system.

22) Miscellaneous Comments:

- The following right-of-way dedications may be required for street purposes: Alpine Avenue and Dayton Street right-of-way TBD.

- The proposed development was conditioned under Site Plan Review Number SP20-39 (Dayton Street Duplex). Improvements beyond those listed above are required as part of this project and are incorporated herein by reference.

ATTACHMENT "B"

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

Benefit Districts

- 1) Sewer front foot charges: \$ 26.00 per front foot for frontages on Dayton Street and Alpine Avenue.
- 2) Sewer Lift Station Fee of \$ _____ per acre.
- 3) Water front foot charges: \$ 17.50 per front foot for frontages on Dayton Street and Alpine Avenue.
- 4) Street front foot charges: \$ _____ per front foot for frontages on _____.
- 5) Benefit District Creation Fee (if applicable): \$ 1,008.19 per district.
- 6) Other: _____

Special In-Lieu Fees

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

Plan Check, Inspection, and Impact Fees

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

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

PASSED, APPROVED AND ADOPTED this fifth day of April, 2021 by the following recorded vote:

AYES: Myers, Bowen, Muller

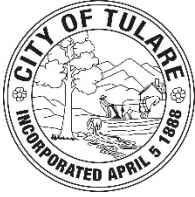
NOES: Ø

ABSENT: ¹⁸ Muller Ø

ABSTAIN: Ø

Sandi Miller
SANDI MILLER, CHAIRMAN
City of Tulare Parcel Map Committee

ATTEST: Traci Myers
TRACI MYERS, VICE-CHAIRMAN
City of Tulare Parcel Map Committee



Staff Report

Meeting: City Council
Date: April 4, 2023

Item #: 7.7
Consent

Department: Public Works - Fleet Maintenance
Submitted by: Trisha Whitfield, Public Works Director
Agenda Title: Purchase of Two Dodge Ram Trucks for the Police Department

RECOMMENDED ACTION

Award the purchase of two new/unused 2023 Dodge Ram Quad Cab trucks to National Auto Fleet Group, of Watsonville, CA using Sourcewell Contract No. 091521-NAF in the amount of \$92,982.68, which includes all fees, tax, and shipping.

SUMMARY

The City is a member of Sourcewell which is a national public service agency that provides for cooperative purchasing for government agencies. Through the Sourcewell Contract No. 091521-NAF, staff is requesting authorization to purchase two new/unused 2023 Dodge Ram 4x2 Quad Cab trucks from National Auto Fleet Group, of Watsonville, CA in the amount of \$92,982.68.

On January 17, 2023, the City Council approved the funding for the purchase of two trucks for the Police Department. The two new trucks were for the two new officer positions dedicated to interact with the transient and homeless population in the City of Tulare. The Police Department requested trucks for these officers as they needed vehicles that would give the officers the ability to transport the property without requiring additional help from other departments. The trucks will be 2023 Dodge Ram 1500 Classic Tradesman 4x2 quad cabs with 6'4" box and will be outfitted similar to the Ford Explorer Police Interceptors.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding for the purchase of the vehicles will come from the Police Department Fleet Replacement Funds (Fund 604). The approved budget for these trucks was \$125,000. The remaining \$16,000 for each vehicle will be used to outfit the trucks similar to police vehicles with lights, radios, etc.

LEGAL REVIEW

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

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

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

ATTACHMENTS

1. Truck Specifications from the National Auto Fleet Group

Reviewed/Approved: 



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

3/28/2023

Quote ID: **34046**Order Cut Off Date: **TBA**

Mike Reed
 City of Tulare
 Fleet

411 E. Kern Ave.

Tulare, California, 93274

Dear Mike Reed,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2023 Ram 1500 Classic (DS1L41) Tradesman 4x2 Quad Cab 6'4" Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$44,115.00	\$42,940.04	2.663 %	\$85,880.08	\$2,349.92
Tax (8.2500 %)		\$3,542.55		\$7,085.10	
Tire fee		\$8.75		\$17.50	
Total		\$46,491.34		\$92,982.68	

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
EZH	Engine: 5.7L V8 HEMI MDS VVT, -inc: Next Generation Engine Controller, Engine Oil Heat Exchanger, Hemi Badge, Electronically Controlled Throttle, Heavy Duty Engine Cooling
TRANSMISSION	
Code	Description
DFD	Transmission: 8-Speed Auto (8HP70)
WHEELS	
Code	Description
WFP	Wheels: 17" x 7" Steel, (STD)
TIRES	
Code	Description
TTB	Tires: LT265/70R17E BSW A/T, -inc: Full Size Spare Tire
PRIMARY PAINT	
Code	Description
PW7	Bright White Clearcoat
ADDITIONAL EQUIPMENT	
Code	Description
AJY	Popular Equipment Group, -inc: SiriusXM Satellite Radio, SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112, Carpet Floor Covering, Rear Floor Mats, Front Floor Mats, Remote Keyless Entry w/All-Secure
ABR	Trailer Tow Package, -inc: Trailer Brake Control, Anti-Spin Differential Rear Axle, Class IV Receiver Hitch, Power Black Trailer Tow Mirrors, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors
DSA	Anti-Spin Differential Rear Axle
XFH	Class IV Receiver Hitch
XHC	Trailer Brake Control
TBB	Full Size Spare Tire
GPG	Power Black Trailer Tow Mirrors, -inc: Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors
RSD	SiriusXM Satellite Radio, -inc: SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112
GXM	Remote Keyless Entry w/All-Secure
CK9	Delete Carpet, -inc: Delete Floor Mats

GVWR	
Code	Description
Z1C	GVWR: 6,800 lbs, (STD)
CPOS PKG	
Code	Description
27B	Quick Order Package 27B Tradesman, -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Auto (8HP70), Tradesman Package

2023 Fleet/Non-Retail Ram 1500 Classic Tradesman 4x2 Quad Cab 6'4" Box

WINDOW STICKER

2023 Ram 1500 Classic Tradesman 4x2 Quad Cab 6'4" Box

CODE	MODEL	MSRP
DS1L41	2023 Ram 1500 Classic Tradesman 4x2 Quad Cab 6'4" Box	\$37,055.00
OPTIONS		
EZH	Engine: 5.7L V8 HEMI MDS VVT, -inc: Next Generation Engine Controller, Engine Oil Heat Exchanger, Hemi Badge, Electronically Controlled Throttle, Heavy Duty Engine Cooling	\$2,495.00
DFD	Transmission: 8-Speed Auto (8HP70)	\$500.00
WFP	Wheels: 17" x 7" Steel, (STD)	\$0.00
TTB	Tires: LT265/70R17E BSW A/T, -inc: Full Size Spare Tire	\$250.00
PW7	Bright White Clearcoat	\$0.00
AJY	Popular Equipment Group, -inc: SiriusXM Satellite Radio, SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112, Carpet Floor Covering, Rear Floor Mats, Front Floor Mats, Remote Keyless Entry w/All-Secure	\$825.00
ABR	Trailer Tow Package, -inc: Trailer Brake Control, Anti-Spin Differential Rear Axle, Class IV Receiver Hitch, Power Black Trailer Tow Mirrors, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	\$1,095.00
DSA	Anti-Spin Differential Rear Axle	INC
XFH	Class IV Receiver Hitch	INC
XHC	Trailer Brake Control	INC
TBB	Full Size Spare Tire	INC
GPG	Power Black Trailer Tow Mirrors, -inc: Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	INC
RSD	SiriusXM Satellite Radio, -inc: SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112	INC
GXM	Remote Keyless Entry w/All-Secure	INC
CK9	Delete Carpet, -inc: Delete Floor Mats	\$0.00
Z1C	GVWR: 6,800 lbs, (STD)	\$0.00
27B	Quick Order Package 27B Tradesman, -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Auto (8HP70), Tradesman Package	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$42,220.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$44,115.00

Est City: 15 MPG
Est Highway: 21 MPG
Est Highway Cruising Range: 546.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.21 Rear Axle Ratio (STD)
GVWR: 6,800 lbs (STD)

EXTERIOR

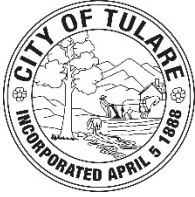
Wheels: 17" x 7" Steel (STD)
Tires: P265/70R17 BSW AS (STD)

ADDITIONAL EQUIPMENT

50 State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery
160 Amp Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1930# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Short And Long Arm Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Center Hub
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles
Power Side Mirrors w/Manual Folding
Black Exterior Mirrors
Exterior Mirrors w/Heating Element
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Galvanized Steel/Aluminum Panels
Black Grille
Active Grille Shutters
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Tip Start
Radio w/Seek-Scan, Clock, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 3 w/5" Display
6 Speakers
Streaming Audio
Fixed Antenna
Audio Input Jack for Mobile Devices
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Front Facing Vinyl Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
Power Rear Windows
Rear Folding Seat
Rear Cupholder
Compass
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror
Mini Overhead Console and 1 12V DC Power Outlet
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
GPS Antenna Input
Charge Only Remote USB Port
Remote USB Port
Integrated Voice Command w/Bluetooth
Rotary Shifter-Black
Electronic Shift
Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins and 2nd Row Underseat Storage
Delayed Accessory Power
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks
Driver Information Center
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Manual Adjust Seats
40/20/40 Split Bench Seat
Front Armrest w/3 Cupholders
Sentry Key Immobilizer
1 12V DC Power Outlet
Air Filtration
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera



Staff Report

Meeting: City Council

Date: April 4, 2023

Item #: 8.1
General Business

Department: Office of Safety, Compliance, & Facilities

Submitted by: Manuel Correa

Agenda Title: Lease Agreements for City Property

RECOMMENDED ACTION

Authorize the City Manager or designee to execute the documents necessary for new and extended leases for the following City properties, subject to minor conforming or clarifying changes acceptable to the City Attorney and City Manager: 1) 324 South N Street – Extend lease with Encore Theatre for 10 years; and 2) 6525 Dale Fry Road (Mefford Field Airport) – New lease with Mike Schoenau of Valley Aircrafts.

SUMMARY

The City of Tulare received a formal request letter from the Encore Theatre for the renewal of their lease for 10 years. Their most recent lease was signed on February 15, 2011, for a period of 10 years with an expiration date of February 15, 2021, and an option for a 10-year renewal with an expiration date of February 15, 2031. The delay in the request was due to the closure of the theater due to Covid-19. The Fire Marshal and the Office of Safety, Compliance and Facilities performed an inspection on this property with no major issues found (report attached). The rental price for said property for the original term of the lease, and for the 10-year renewal option thereafter for which the lease continues, shall be the sum of One Dollar (\$1.00) per year payable in full for all ten years at the execution of the lease and the beginning of the renewal option period. Before finalizing this renewal, an appraisal will be performed by the RMA to request the proper amount of insurance policy required.

The City of Tulare received an email from Mike Schoenau (Valley Aircrafts) requesting to take over the lease of the hanger located at 6525 Dale Fry Road where he currently stores four planes and equipment. The condition of the lease is to exchange the new hangar for the termination of the lease of three T-hangars (#5, #7 and #9) that will be available to the public for lease and terminating his current lease of the Mefford Field Hangar. The rental for said property for the original five years of the lease, and for the five-year renewal option thereafter for which the lease continues, shall be the sum of \$900.00 plus deposit, if applicable, per year payable in full for all five years at the execution of the lease and the beginning of the renewal option period. The lease will be finalized for City Manager's approval by April 10, 2023.

FISCAL IMPACT & FUNDING SOURCE(S)

Advertising for the lease of the 3 "T" hangers.

LEGAL REVIEW

This item will require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Encore Theatre Company letter of interest dated March 16, 2023
2. Encore Theatre Company lease agreement dated February 15th, 2011
3. Encore Theatre Company letter of interest dated November 16, 2021
4. Encore Theatre Company building permit history
5. Encore Theatre Company fire Inspection report
6. Encore Theatre Company 324 South N Street map
7. Mefford Field Airport hangar 6525 Dale Fry Road map

Reviewed/Approved: 

ENCORE THEATRE COMPANY
PO Box 1952
Tulare CA 93275-1952

March 16, 2023

Manuel Correa
Office of Safety, Compliance & Facilities
411 E Kern Street
Tulare CA 93274

RE: Facility Lease Renewal

Dear Mr. Correa,

Thank you for speaking with me last week, I appreciate you reaching out at the request of Councilmember Mederos. I would also like to thank you for assisting me in understanding how to effectively work through this process.

As we discussed, please accept this letter as the formal request from Encore Theatre Company for the renewal of the lease for the property located at 324 South N Street, Tulare, California.

Attached, I have included a copy of the February 2011 lease agreement and a copy of the November 2021 letter that was sent to the City of Tulare.

If you have any questions, concerns, or need additional information, please do not hesitate to contact me. I can be reached on my personal cell phone at (559) 901-5427.

Sincerely,



Vivian Hamilton
Treasurer
Encore Board of Directors

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the 15th day of February, 2011, ("Effective Date") by and between the CITY OF TULARE, a municipal corporation, hereinafter referred to as "Lessor"; and ENCORE THEATRE, INCORPORATED, hereinafter referred to as "Lessee"; all prior leases and amendments are hereby revoked.

WITNESSETH:

1. For and in consideration of the covenants and agreements hereinafter contained on the part of Lessee to be kept and performed, and in consideration of the rent to be paid to Lessor as hereinafter set forth, Lessor hereby lets, leases and demises to Lessee, and Lessee hereby hires and takes from Lessor, the property owned by the Lessor and described as follows:

Lots 22, 23 and 24 in Block 44 of the City of Tulare, County of Tulare, State of California, as per map recorded in Book 3, Page 36 of maps in the office of the County Recorder of said county is hereby incorporated into the Lease Agreement, as amended, subject to all terms and conditions of such lease as amended.

2. The term of this Lease is for ten (10) years with a ten (10) year renewal option subject to agreement of both parties. If the Lessee wishes to renew the contract for an additional ten (10) years at the end of the first ten (10) years, it shall give written notice to the Lessor at least ninety (90) days prior to the expiration of the first ten year period. At that time the option would be granted by the Lessor, unless the Lessee has violated any of the provisions of this Agreement and has refused to correct such violation within thirty (30) days after being given written notice to do so by the Lessor.

3. Lessee shall make any repairs, modifications or improvements to such premises at its own expense and shall not expect Lessor to contribute financially towards such work. Lessor may, but is not obligated to, provide advisory staff assistance, excess trash hauling, and use of specialized City equipment, when available.

4. The rental for said property for the original ten (10) years of the Lease, and for the ten (10) year option period thereafter for which the Lease continues, shall be the sum of One Dollar (\$1.00) per year payable in full for all ten years at the execution of the Lease and the beginning of the option period.

5. Lessee shall use the leased building for a live arts theater. The Lessee may use the building for related uses including fund raising activities and shall provide appropriate insurance coverage for such other uses as recommended by the Risk Manager of the City of Tulare and further set forth below.

6. Lessee may rent the building on an hourly or daily basis to members of the community for private parties, wedding receptions, and other similar activities on an available basis as determined by Lessee.

7. Lessee agrees to commence development of a second building on the leased property within 6 months from the date of this Agreement and complete such development within 18 months from commencement.

8. The plans and specifications for all construction, renovation and improvements on the Leased premises shall be reviewed and approved by the Lessor, and construction shall be to standards which are satisfactory to Lessor. Lessee further agrees that it shall make no changes or improvements to the Leased premises without complying with all Federal, State and local laws, including, but not limited to, all building and

zoning ordinances of the Lessor and the Alpine Redevelopment Plan. This includes, but is not limited to, construction of the new storage building. All existing and added improvements on the leased parcels will remain the property of the Lessor.

9. Lessee shall obtain within ten (10) days of this Lease Agreement, and maintain in full force and effect during the terms of this Lease Agreement, a comprehensive general liability bodily injury and property damage insurance policy in the amount of One Million Dollars (\$1,000,000.00) combined single limit, or whatever other amount the Risk Manager may approve, covering the acts or omissions of the Lessee and its employees or agents engaged in the utilization of the real property which is the subject of this Lease Agreement. Said insurance policy shall name the Lessor as an additional insured.

10. Lessee agrees that it shall, at all times, indemnify, defend and hold harmless Lessor and its officers, agents, employees and assigns from and against any and all claims, demands, costs, suits or actions resulting from any loss, damage or injury of any kind whatsoever to the person or property of Lessee or of any of the Lessee's employees, guests or invitees, including participants and spectators, or of any person whomsoever, caused by use of the subject real property, or by defect in any building, structure or other improvement constructed thereon or the design thereof or arising from any accident on said premises or any fire or other casualty thereon or occasioned by the failure on the part of the Lessee to maintain said premises in a safe condition or by any nuisance made or suffered on said premises by any act or omission of Lessee, or of Lessee's employees, or invitees arising from any cause whatsoever; and Lessee hereby waives on its behalf all claims and demands against Lessor for any such loss, damage or

injury to Lessee, and hereby agrees to indemnify and save Lessor free and harmless from and against any liability for any such loss, and for damage or injury of other persons and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. Lessee shall further obtain within ten (10) days of the effective date of this Lease Agreement and maintain in full force and effect during the term of this Lease Agreement, a fire insurance policy acceptable to the Lessor, naming the Lessor as beneficiary and insuring all existing and added buildings and structures in an amount sufficient to replace them in case of fire. Proof of such insurance shall be provided to the Lessor within fifteen (15) days of the effective date of this Lease Agreement.

12. Except as otherwise expressly provided in this Lease, Lessee shall at its own cost and expense keep and maintain all portions of said premises as well as all improvements on said premises and all facilities appurtenant to said premises in good order and repair.

13. Lessee shall pay, and hold Lessor and the property of Lessor, free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to said premises during the term of this Lease or any extension thereof and for the removal of garbage and rubbish from said premises during the term of this Lease or any extension thereof.

14. Lessee shall pay before they become delinquent, all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about said premises.

15. All real property taxes and assessments levied or assessed against said premises by any governmental entity, including any special assessments imposed on or against said premises for the construction or improvement of public works in, on or about said premises, shall be paid, before they become delinquent, by Lessor, except for any real property taxes resulting from Lessee's possessory interest in said property which shall be the responsibility of and paid for by the Lessee.

16. Lessee shall not make or permit any other person to make any alteration to the premises without the written consent of Lessor. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the premises at the request of Lessee. Any and all alterations, additions, improvements, and fixtures, except furniture and trade fixtures, made or placed in or on said premises by Lessee or any other person shall, on expiration or sooner termination of this Lease, become the property of the Lessor and remain on the premises.

17. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the premises at all reasonable times for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that maybe necessary to protect Lessor's interest in the premises under this Lease.

18. Any insurance proceeds received by Lessor because of the total or partial destruction of the building on said premises shall be made available to the Lessee for reconstruction if the Lessee decides within six (6) months to reconstruct the premises. If, within said six (6) month period Lessee decides to reconstruct the facilities on a different

site, the Lessor shall return insurance proceeds to Lessee minus the cost of site clearance. Said rebate of insurance proceeds shall be made only upon the commencement of reconstruction. In the event the Lessee does not begin reconstruction within 18 months, the Lessor shall retain all insurance proceeds received. In the event buildings are removed, the Lessor shall have the right to salvage prestressed beams and any other building materials and such salvage shall not constitute partial payment value for the damaged premises.

19. If default be made by Lessee in any of the covenants and conditions herein agreed to be kept and performed, or if Lessee engages in any activity deemed to be harmful to public safety or health, Lessor may, at its option, terminate this Lease and re-enter upon the demised premises and take possession thereof if the default or activity is not corrected within thirty (30) days after written notice from the Lessor. Lessor shall give Lessee written notice of such termination stating the reasons therefore. Lessor may immediately terminate this Lease without prior notice if Lessee fails to provide liability or fire insurance as required herein, or engages in any unlawful activity or activity harmful to public safety or health.

20. Lessor does hereby covenant and agree that upon the payment of the rent to be paid and the performance of all covenants by the Lessee as herein provided, Lessee shall peaceably and quietly hold and enjoy said premises during the term of this Lease and any extension thereof except as otherwise provided herein.

21. Lessee agrees peacefully to surrender possession of the premises upon the termination of this Lease.

22. This Lease Agreement may be amended at any time by mutual agreement of the parties in writing.

23. All notices to be given to Lessor pursuant to this Lease shall be mailed to the City of Tulare, City Hall, 411 E. Kern Street, Tulare, California, 93274; and all notices to be given to Lessee pursuant to this Lease shall be mailed to the Encore Theatre, Post Office Box 1952, Tulare, California, 93275.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first above written.


CITY OF TULARE

By: 

Interim City Manager


"Lessor"

ENCORE THEATRE, INCORPORATED

By: 

President

"Lessee"


Secretary

**TULARE COUNTY ENCORE THEATRE COMPANY INC.
RESOLUTION 2011-01**

WHEREAS, the Tulare County Encore Theatre Company Incorporated desires to enter into an agreement with the City of Tulare to lease the facility located at 324 South N Street, Tulare, California; and

WHEREAS, the term of the lease shall commence February 15, 2011 and be subject to the terms specified in the lease and negotiated between the Board of Directors and the City of Tulare;

THEREFORE, BE IT RESOLVED, that the Board of Directors authorize the President of the Board of Directors to enter into a lease agreement with the City of Tulare for the facility located at 324 South N Street, Tulare, California.

The motion to adopt was made by Director Mike Hamilton, seconded by Director Susan Burley, at a duly called meeting on February 16, 2011 and passed by the following vote:

AYES: Wendy Albright, Robert E. Barnier, Jill Barnier, David Burley, Susan Burley, Andrea Clark, Tracy Cristallo, Pat Elick, Mike Hamilton, Vivian Hamilton, Robin Martin, Adam Ridgway, Denyse Weaver.

NOES: None.

I certify that the foregoing Resolution was acted upon at a regularly scheduled meeting and by the vote recorded above.



Wendy Albright, Secretary
Board of Directors

ENCORE THEATRE COMPANY
324 South N Street / P. O. Box 1952
Tulare, California 93274

November 16, 2021

City of Tulare
411 E. Kern Street
Tulare, California 93274

7017 3380 0000 2397 8389

To the City Manager:

On February 15, 2011, Encore Theatre, Incorporated, and the City of Tulare entered into a lease for the property at 324 South N Street. The lease, for ten (10) years with a ten (10) year renewal option, requires Encore Theatre to notify the City of its desire to renew the lease for the additional 10 years. Encore Theatre, Incorporated, does wish to renew the lease, and hereby provides the required notice.

The Covid-19 pandemic resulted in Encore being shut down for most of 2020 and early 2021. As the activities of the Theatre are being slowly and carefully resumed, the fact that the first ten years of the lease ended in February of this year (2021) has just come to light. Encore Theatre, Incorporated recognizes that this notification is past the time prescribed in the agreement, but hopes that due to the extraordinary circumstances, this delay will not be an impediment to renewal of the lease.

Encore appreciates the excellent relationship the Theatre and City have enjoyed for over 35 years and anticipates continuing it into the future. We look forward to your response and direction to expedite the next steps in the renewal process.

Thank you for your attention and assistance.

Cordially,



Tammy Lampe, President
Encore Theatre, Incorporated

Track Another Package +

Tracking Number: 70173380000023978389

Remove X

Your item was delivered to an individual at the address at 10:17 am on November 19, 2021 in TULARE, CA 93274.

 **Delivered, Left with Individual**

November 19, 2021 at 10:17 am
TULARE, CA 93274

Get Updates v

Text & Email Updates



Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

7017 3380 0000 2397 8389

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Tulare, CA 93274

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$4.33

Sent To: **CITY OF TULARE**
 Street and Apt. No., or PO Box No.: **411 E KERN ST**
 City, State, ZIP+4®: **TULARE CA 93274**

PS Form 3800, April 2015 PSN 7520-02-300-9047 See Reverse for Instructions



TULARE
 340 E TULARE AVE
 TULARE, CA 93274-9998
 (800)275-8777

11/17/2021 11:55 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.58
Tulare, CA 93274 Weight: 0 lb 0.30 oz Estimated Delivery Date Sat 11/20/2021			
Certified Mail®			\$3.75
Tracking #: 7017338000023978389			
Affixed Postage			-\$0.58
Affixed Amount: \$0.58			
Total			\$3.75
Grand Total:			\$3.75
Cash			\$5.00
Change			-\$1.25

 USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Permit number	Permit type code	Permit type name	Permit description
BLD-15-04124	bealt	Commercial Alteration/Addition	to remove and replace wood siding for Encore Theater - 805-6388 FINAL FINAL FINAL
BLD-15-05043	bealt	Commercial Alteration/Addition	1430 sq ft mezzine in existing storage building for Encore Theater Co 686-1300 FINAL FINAL FINAL
ZZZ-03-00344	zlgacy	Legacy Permit Records	remodel existing theater
ZZZ-09-00899	zlgacy	Legacy Permit Records	Repair Roof FINAL FINAL FINAL
ZZZ-11-00732	zlgacy	Legacy Permit Records	1438 sq ft storage building FINAL FINAL FINAL 9/24/14 SH
ZZZ-12-00469	zlgacy	Legacy Permit Records	Sidewalk Rehabilitation

Count: 6

< Filter is Empty >

Permit Address	Customer Number	Customer First Name	Customer Last Name	Application date	Issue date	Approval state
324 S N ST	021850		TULARE CITY	1/6/2015	1/6/2015	final
324 S N ST	022979		TULARE CITY	6/1/2015	6/10/2015	final
324 S N ST				5/5/2003	5/12/2003	final
324 N ST S				7/22/2009	7/22/2009	final
324 S N ST				6/9/2011	8/17/2011	final
324 N ST S				4/2/2012	4/11/2012	final



Tulare Fire Department Inspection Report

Building Representative to Receive Inspection Notice

First & Last Name Mike

Cell Phone 559-901-6567

Work Phone 559-688-1300

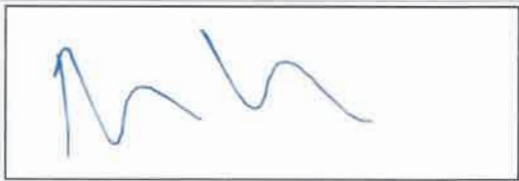

Email stujentayham@Gmail.com

Inspection Information

Violations

Violation Code	Description
604.5	Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.
315.3	Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

Signatures

Type	First Name	Last Name	Signature Date	Signature Graphic
Inspector	Ryan	Leonardo	06/03/2022	
Owner/Rep.	Mike	Hamilton	06/03/2022	

Documents

Violation Documents

File Name: capturedPhoto

Violation Code: 604.5

Inspected Date: 2022-06-03 13:30:12



File Name: capturedPhoto

Violation Code: 604.5

Inspected Date: 2022-06-03 13:30:12



File Name: capturedPhoto

Violation Code: 315.3

Inspected Date: 2022-06-03 13:39:31



File Name: capturedPhoto

Violation Code: 315.3

Inspected Date: 2022-06-03 13:39:31





324 South N street, Tulare, Ca 93274

