

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, May 7, 2024
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 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 of residence, 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**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** - Pastor Michael Grogan of Abundant Life Center to deliver the invocation.
3. **PROCLAMATIONS & RECOGNITIONS**
 - 3.1 **Proclamation for National Police Week & Peace Officers Memorial Day**
 - 3.2 **Proclamation for National Public Works Week**
 - 3.3 **Recognition for Social Vocational Services Tulare**
 - 3.4 **Recognition for the Tulare Police Explorer Program Graduates**
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 fifteen 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 ten 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 meeting.
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 **Minutes of the Regular and/or Special Meeting on April 16, 2024.**
Recommended Action: Approve as submitted. [M. Hermann]
 - 7.3 **Second Reading and Adoption of Ordinance 2024-03.**
Recommended Action: Adopt Ordinance 2024-03 approving Zone Amendment No. 753 changing the zoning designation from C-3 (Retail Commercial) to R-1-4 (Small-lot Residential) on approximately 14.06 acres. [S. Sopp]

- 7.4 Adding Annexed Territory to Council District.**
Recommended Action: Adopt a resolution adopting the revised City Council Election District Boundaries to include the recently annexed territory through the Chandler Grove Annexation to Council District 5. [M. Hermann]
- 7.5 2024/25 Road Maintenance Recovery Act (SB1) Funding and Projects.**
Recommended Action: Receive a list of proposed projects to be funded through Senate Bill No. 1 (SB 1) revenues and adopt a resolution which includes the 2024/25 Road Maintenance and Rehabilitation Account (RMRA) funds in the City's 2024/25 Capital Improvements Projects program budget and identifies a list of proposed projects that will utilize those funds. [M. Miller]
- 7.6 PK0033 Zumwalt Park Renovation Design Consultant Contract Amendment.**
Recommended Action: Authorize the City Manager or designee to sign a contract amendment for \$150,000 with RRM Design Group of San Luis Obispo, CA for additional construction support services related to City Project PK0033 – Zumwalt Park Renovation [M. Miller]
- 7.7 Manufactured Housing Opportunity and Revitalization Program Award.**
Recommended Action: Adopt a resolution to authorize the acceptance to incur an obligation for the Program Award, execute and deliver a Standard Agreement, and all other documents required or deemed necessary or appropriate to secure the Program Award from the California Department of Housing and Community Development and to participate in the Manufactured Housing Opportunity and Revitalization Program, and all amendments thereto. [G. Avitia]
- 7.8 Summary Vacation of Public Utility Easement for Cartmill Commons.**
Recommended Action: Adopt a resolution summarily vacating a Public Utility Easement shown on Parcel Map No. 5414, recorded in Book 55 of Maps, at Page 22 of Official County Records, in the City of Tulare, County of Tulare, State of California to Cartmill Commons LLC, a California Limited Liability Company; and authorize the City Manager to sign the respective Certificate of Conveyance. [M. Miller]
- 7.9 Rejection of Claim.**
Recommended Action: Reject the liability claim for damages filed on April 1, 2024, and amended April 22, 2024, by Attorney Daisy Perez on behalf of claimant Jessica Lopez-Suarez, FR 102012-22723. [S. Oneal]
- 7.10 Zumwalt Park Security Cameras and Wi-fi Contract.**
Recommended Action: Authorize the City Manager to sign a contract for \$120,575.22 for the purchase and mounting of security cameras, wi-fi access points, and required cabling and equipment for Zumwalt Park with AMS.net of Livermore California, utilizing the cooperative purchasing agreements Omnia Partners contract #R200803 and Merced County FOCUS contract #2021092; and authorize the City Manager or designee to approve contract change orders up to 10%, or \$12,057.52, of the original contract amount. [J. Bowling]

8. **PUBLIC HEARINGS** - Comments related to Public Hearing items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council.
- 8.1 **Proposed Annual Action Plan for Fiscal Year 2024.**
Recommended Action: Adopt a resolution approving Community Development Block Grant Annual Action Plan to allocate approximately \$600,000 to public infrastructure and facility improvements, \$109,000 to services for people experiencing homelessness, \$185,000 to affordable housing preservation, and \$130,000 to CDBG program administration; and authorize the City Manager or their designee to submit the same to US Department of Housing and Urban Development on behalf of the City of Tulare. [G. Avitia]
9. **GENERAL BUSINESS** - Comments related to General Business items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council.
- 9.1 **Prosperity Avenue and West Street Intersection Improvements Project Resolution of Necessity for Property Acquisition.**
Recommended Action: Adopt a Resolution of Necessity for APN 164-130-004 authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the construction of the Prosperity Avenue and West Street Intersection Improvements Project. [M. Zamora]
- 9.2 **Amendment to Ground Lease Agreement with Tulare County.**
Recommended Action: Approve and authorize the mayor to sign the First Amendment to Ground Lease Agreement No. 30974 for the Hillman Center Emergency Homeless Shelter. [M. Mondell]
- 9.3 **FM0048 Tulare Homeless Shelter Contract for Modular Living Quarters.**
Recommended Action: Award and authorize the City Manager to sign a contract for \$1,112,582.58 with Pacific Mobile Structures Inc. of Ceres, CA, for construction of modular living quarters associated with City Project FM0048 - Tulare Homeless Shelter; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract. [M. Miller]
- 9.4 **Discussion of Truck Routes.**
Recommended Action: Review and discuss the designation of truck routes within the City of Tulare. [M. Miller]
- 9.5 **Fiscal Year 2024 Budget Reconciliation.**
Recommended Action: Adopt a resolution to amend the City of Tulare's Fiscal Year 2024 Adopted Budget to reconcile adopted expenditures, revenues, and interfund transfers. [M. Roberts]
- 9.6 **Mid-Year Budget Review, Revenue and Expenditure Projections, and Approval of Supplemental Appropriation Requests.**
Recommended Action: Review the City of Tulare fiscal-year-to-date revenues and expenditures as of December 31, 2023; receive the estimated revenues and expenditures for the remainder of the current fiscal year and for the ensuing fiscal

year; and adopt a resolution amending the City’s Fiscal Year 2024 Adopted Budget to include the supplemental appropriation requests as presented. [M. Roberts]

10. FUTURE AGENDA ITEMS - NONE SUBMITTED

11. STAFF UPDATES

12. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING

12.1 Conference with Labor Negotiators (Gov. Code § 54957.6)

Agency Designated Representative: Marc Mondell, Mario Zamora, Josh McDonnell, Shonna Oneal

Employee Organizations: CLOCEA, Middle Managers, and Department Heads

13. RECONVENE FROM CLOSED SESSION

14. CLOSED SESSION REPORT

15. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, May 21, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.

AFFIDAVIT OF POSTING AGENDA

I hereby certify, in conformance with Government Code Sections 54954.2 and 54956, this agenda was posted in the kiosk at the front of City Hall, 411 E. Kern Avenue, as well as on the City of Tulare’s website (www.tulare.ca.gov).

POSTED: Thursday, May 2, 2024



Melissa Hermann, Chief Deputy City Clerk



To: Mayor and City Council Members
From: Marc Mondell, City Manager
Subject: May 7, 2024 Agenda Memo
Date: May 2, 2024

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. Items may be heard before or after the time estimated on the agenda. This may occur to best manage the time at a meeting or to adapt to the participation of the public.

7:00 p.m. - REGULAR MEETING

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION** - Pastor Michael Grogan of Abundant Life Center to deliver the invocation.
- 3. PROCLAMATIONS & RECOGNITIONS** [Time Estimate: 7:05-7:25 p.m.]
 - 3.1 Proclamation for National Police Week & Peace Officers Memorial Day**
 - 3.2 Proclamation for National Public Works Week**
 - 3.3 Recognition for Social Vocational Services Tulare**
 - 3.4 Recognition for the Tulare Police Explorer Program Graduates**
- 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 fifteen minutes per item unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. [Time Estimate: 7:25-7:40 p.m.]
- 5. COMMUNICATIONS** - Communications are to be submitted to the City Manager's Office ten 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. [Time Estimate: 7:40-7:40 p.m.]

6. COUNCIL REPORTS AND ITEMS OF INTEREST [Time Estimate: 7:40-7:45 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: 7:45-7:55 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 Minutes of the Regular and/or Special Meeting on April 16, 2024.

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

7.3 Second Reading and Adoption of Ordinance 2024-03.

Recommended Action: Adopt Ordinance 2024-03 approving Zone Amendment No. 753 changing the zoning designation from C-3 (Retail Commercial) to R-1-4 (Small-lot Residential) on approximately 14.06 acres. [S. Sopp]

Summary: This is a request by San Joaquin Valley Homes to subdivide approximately 14.06-acres into a 121-lot single-family residential subdivision to be built in two phases and to be zoned R-1-4 (Small Lot Single Family Residential – 3,200 square foot minimum lot area). The project site consists of two parcels and is located on the southwest corner of Mooney Blvd. and Cartmill Avenue (APN 149-380-032, 149-390-022).

The current zoning designation for the site is C-3 (Retail Commercial). The applicant proposes to amend the zoning designation to allow for the construction of a single-family residential subdivision with lot sizes as proposed by the applicant. The Zone Amendment is a request to change the existing zoning designation to R-1-4 (Small-lot Residential).

On April 16, 2024, the ordinance was introduced and passed-to-print by Council. Pursuant to Section 15 of the City's Charter, the ordinance is being presented to Council for the second reading and adoption.

Fiscal Impact & Funding Source(s): As development occurs, payment of entitlement, building permit, development impact fees, etc. will be required.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.4 Adding Annexed Territory to Council District.

Recommended Action: Adopt a resolution adopting the revised City Council Election District Boundaries to include the recently annexed territory through the Chandler Grove Annexation to Council District 5. [M. Hermann]

Summary: Since 2012, the City has been comprised of five single-member electoral districts. In 2021/2022, after the federal decennial census and under the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act (AB 849), the City Council held numerous redistricting public hearings. On March 15, 2022, the City Council adopted Resolution No. 2022-07, adjusting the boundaries of City Council Election Districts following the 2020 United States Census.

Pursuant to the California Elections Code (EC), after redistricting, a city council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances: 1) court order; 2) the council is settling a legal claim that its boundaries violate the U.S. Constitution, the federal Voting Rights Act; 3) the boundaries of the city change by the addition of territory due to annexation or by subtraction of territory; 4) the number of council members by districts is increased or decreased; or 5) an independent redistricting commission is established to adopt new council districts between federal decennial census. (EC § 21625, subd. (a))

On March 6, 2024, Annexation 2020-01, East Tulare No. 36 (Chandler Grove), was approved by the Tulare County Local Agency Formation Commission (LAFCO). This annexation added approximately 863 acres to the City of Tulare located at the Northeast and Southeast corners of Bardsley Avenue and Oakmore Street to East Tulare Villa and Road 132.

Since the annexation adds territory to the City, state law specifies that the City Council shall add the new territory to the nearest existing council district without changing the boundaries of other council districts. (EC § 21623, subd. (a))

City staff reviewed the City's current boundaries and recommends the annexed area be absorbed by District 5 as the annexed area is adjacent to District 5. Accordingly, District 5 is the most appropriate designation until the City reviews its boundaries during the next decennial census. This adds approximately 40 registered voters to District 5.

Upon City Council adoption and approval, the City Clerk will transmit the City Council action to the County of Tulare Registrar of Voters (ROV) to allow the ROV sufficient time to finalize boundaries. The City's next regular municipal election is November 5, 2024. The City is not expected to adjust voting districts until the next decennial census in 2030.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

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

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.5 2024/25 Road Maintenance Recovery Act (SB1) Funding and Projects.

Recommended Action: Receive a list of proposed projects to be funded through Senate Bill No. 1 (SB 1) revenues and adopt a resolution which includes the 2024/25

Road Maintenance and Rehabilitation Account (RMRA) funds in the City's 2024/25 Capital Improvements Projects program budget and identifies a list of proposed projects that will utilize those funds. [M. Miller]

Summary: Senate Bill No. 1 (SB 1) was approved by the Governor on April 28, 2017, and filed with the Secretary of State on April 28, 2017. This bill created the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state's highway and local street and road systems. Funds generated include the Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund.

Participating in the SB 1 funding process, the City is required to follow the guidelines set by the California Transportation Commission (CTC). The CTC formally adopted the SB1 Local Streets and Roads (LSR) Annual Reporting Guidelines on August 16, 2017. These guidelines outline the process for cities and counties, including ours, to annually submit their project lists and expenditure reports to the CTC. This is crucial to establish eligibility for receiving SB 1 funds. At its March 21-22, 2018 meeting, the CTC adopted updated reporting guidelines, requiring that this list be submitted annually, no later than July 1, 2024.

These revenues were programmed into the approved 2025/28 Capital Improvements Project program. The approval of the project list is a strategic move to secure the City's allocation of SB 1 funding. However, it's important to note that this approval does not restrict the City from modifying the list as needed. This flexibility allows the City to adapt to unforeseen circumstances and ensure the most effective use of the funds. Actual expenditures will be tracked and reported according to the SB 1 reporting guidelines, maintaining transparency and accountability.

Fiscal Impact & Funding Source(s): SB1 funding for 2024/25 is projected to be in the amount of \$1,783,199.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.6 PK0033 Zumwalt Park Renovation Design Consultant Contract Amendment.

Recommended Action: Authorize the City Manager or designee to sign a contract amendment for \$150,000 with RRM Design Group of San Luis Obispo, CA for additional construction support services related to City Project PK0033 – Zumwalt Park Renovation [M. Miller]

Summary: On June 21, 2022, City Council approved a contract with RRM Design Group in the amount of \$653,850 for design services for the redevelopment of Zumwalt Park. RRM Design Group of San Luis Obispo, CA, is included on the list of pre-qualified architecture and landscape architecture consultants, and their proposal demonstrated that they have the skills, expertise, and resources available to meet the City's needs and timeframe to complete the design of the project. RRM's team included Lane Engineers of Tulare, CA to provide structural engineering, and Rose Sing of Visalia, CA for electrical engineering. During design, additional services were required in the amount of \$80,400. These services included the design of the new on-

site restroom building, structural revisions and additional interior design services associated with the amphitheater building, and the preparation of Life Safety Plan exhibits.

RRM included \$55,670 of construction support in their original proposal. At the time of the design contract award, the City anticipated that this amount would be sufficient. However, based upon the final construction contract costs, this amount is significantly under what is typically seen as a percentage of construction cost. Additionally, due to this project's unique and intricate design, there have been a much higher degree of Contractor submittal reviews and requests for information. As a result, the City has exhausted the construction support budget incorporated into RRM's original proposal. Following a review of the level of services required to date and the work remaining, RRM has requested a contract amendment in an amount not to exceed \$150,000. This amount includes construction support from RRM and all of their sub-consultants for the remainder of the project. Considering this proposal is billed on a time and material basis, as needed, the City may only incur a portion of the amended cost proposal. The Project Management Division has reviewed the proposed contract addendum and determined that the proposed costs are reasonable and consistent with current design fees.

Fiscal Impact & Funding Source(s): Project Contingency - PK0033-050-0999

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes - Staff would work to incorporate any changes or recommendations directed by Council; 2) Deny - Should Council deny the request to amend the on-call design contract with RRM, the City will have not have construction support thus not being able to provide the contractor with design and specification clarifications; or 3) Table - Postponing the amendment to the contract with RRM would result in delay to the project schedule.

7.7 **Manufactured Housing Opportunity and Revitalization Program Award.**

Recommended Action: Adopt a resolution to authorize the acceptance to incur an obligation for the Program Award, execute and deliver a Standard Agreement, and all other documents required or deemed necessary or appropriate to secure the Program Award from the California Department of Housing and Community Development and to participate in the Manufactured Housing Opportunity and Revitalization Program, and all amendments thereto. [G. Avitia]

Summary: On December 18, 2023, the City of Tulare received a conditional award letter for \$1.5 million in the form of a forgivable loan from the Manufactured Housing Opportunity and Revitalization Program (MORE). MORE offers a variety of eligible Activities that are intended to keep mobile home parks a sustainable source of affordable housing in California. The City of Tulare has proposed to establish a rehabilitation and repair program available for all individual mobile homeowners and/or mobile home parks to apply. This program will prioritize applicants in the following order:

1. All applicant's income must not exceed 80% of the area median income.

2. Applicants who have a notice of violation from an enforcement agency requiring repairs
3. Applicants whose mobile home is requiring a repair(s) or alteration(s) where the homeowner has obtained a report from a licensed C-47 Manufactured Housing Contractor, licensed engineer, or licensed architect, detailing the conditions and the associated subsections of CCR.
4. Applicants with disabilities and/ or seniors (65+ years of age)
5. All other remaining applicants

City staff estimate that this program will benefit at least 7-8 mobile homeowners. Funds will be dispersed in the form of a forgivable loan, where the loan will be forgiven in its entirety after 20 years if terms of the loan are satisfied. Full payment will be required when the unit is sold, there is a transfer in ownership, or when the borrower ceases to use the property as their principal place of residence.

City staff conducted a Request for Proposal (RFP) process spanning from February 15th to March 18th, inviting organizations to submit proposals for administering the program and servicing loans. Self-Help Enterprises (SHE) was the sole respondent to the RFP, thus securing selection as the designated operator.

SHE will perform all duties required to implement the MORE Program. Program staff specializations will include the following: administrative analysts perform marketing, reporting, financial management, draw request, and regulation compliance duties for grant administration; loan processors determine income eligibility, evaluate property value and total encumbrance, review appraisals, and aid originating, underwriting, packaging, and closing of MORE loans in accordance with program guidelines; and, an experienced rehabilitation specialist will identify needed repairs, collaborate with homeowners on project bids and securing a licensed contractor, monitor rehab work for compliance to state codes, local codes, and health and safety standards, process owner approved payments to contractors, and clear all construction liens at project completion.

Furthermore, the City will continue to manage its own loan servicing by way of monitoring for occupancy, insurance, and payment of property taxes, tracking payments, calculating payoffs, and processing demands, reconveyances, and default recovery.

City Staff are dedicated to supporting its residents and preserving the condition, livability, and affordability of the local housing stock. Our team anticipates that this grant will significantly contribute to the realization of these objectives and more.

Fiscal Impact & Funding Source(s): The MORE program application allows up to 17% of the award to be allocated for grant administration activities, such as contract/grant setup, draw submissions, and quarterly/annual report submissions. If awarded, City Staff recommend establishing a subrecipient agreement with Self-Help Enterprises to administer the MORE Program, as they have developed and implemented owner-occupied rehabilitation programs for over 40 years.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes - Housing and Grants Division will edit activity and/or award requests and accept the conditional award off; 2) Deny - The City will miss the opportunity to receive funding; or 3) Table - Rescheduling consideration of this item will cause the City to miss the opportunity to accept the funding outlined in the conditional award.

7.8 Summary Vacation of Public Utility Easement for Cartmill Commons.

Recommended Action: Adopt a resolution summarily vacating a Public Utility Easement shown on Parcel Map No. 5414, recorded in Book 55 of Maps, at Page 22 of Official County Records, in the City of Tulare, County of Tulare, State of California to Cartmill Commons LLC, a California Limited Liability Company; and authorize the City Manager to sign the respective Certificate of Conveyance. [M. Miller]

Summary: Planning Commission Resolution No. 831, adopted on June 7, 2021, approved the tentative parcel map for the Cartmill Commons commercial development situated on the southwest corner of Cartmill Avenue and the Akers Street alignment. The commercial project spans approximately 23 acres and is being developed in phases. The Cartmill Commons parcel map created 10 commercially zoned parcels. As part of the Cartmill Commons parcel map, the developer recorded a 10-foot-wide public utility easement (PUE) centered on the property line between Parcel 3 and Parcel 10. The developer who intends to purchase Parcel 10 has requested removal of the PUE located on their parcel to eliminate a potential conflict with the development of that parcel. As per Section 8333 of the California Streets and Highway Code, the City may summarily vacate a PUE in any of the following cases:

- a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.
- c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

Currently, the PUE is not in use and has not been occupied by a public utility since its establishment as part of the recording of the parcel map. The developer for the Cartmill Commons commercial development has requested the City to quitclaim Parcel 10's portion of the PUE. The City has no need or purpose for retaining those rights and may summarily vacate said PUE as per Section 8333 (a) of the California Streets and Highway Code.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Legal Review: The City Attorney to review resolution prior to recordation.

Alternative Action: 1) Approve with changes - Would likely have minimal effect on Cartmill Commons commercial development; 2) Deny - Could affect the development of Parcel 10 of the Cartmill Commons commercial development; or 3) Table - Could delay development of the Cartmill Commons commercial development subdivision.

7.9 Rejection of Claim.

Recommended Action: Reject the liability claim for damages filed on April 1, 2024, and amended April 22, 2024, by Attorney Daisy Perez on behalf of claimant Jessica Lopez-Suarez, FR 102012-22723. [S. Oneal]

Summary: On April 1, 2024, the City received a liability claim for damages form filed by Attorney Daisy Perez on behalf of Jessica Lopez-Suarez. A Notice of Insufficiency was issued by the City on April 5. Attorney Daisy Perez submitted an Amended Claim on April 22, 2024. The claim is relating to a vehicle accident involving six vehicles on October 12, 2023, at or near Bardsley Avenue and S. Mooney Blvd. in Tulare. The claim names the City of Tulare for damages for loss of vehicle, injuries, and pain and suffering. The amount of the claim is an unlimited civil case exceeding \$1,000,000.

The claim has been filed with the Central San Joaquin Valley Risk Management Authority (RMA), and they have recommended that the claim be rejected and staff be directed to notify the claimant's attorney through a Notice of Rejection of Claim.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Legal Review: This item was reviewed by the RMA Attorney and City Attorney.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

7.10 Zumwalt Park Security Cameras and Wi-fi Contract.

Recommended Action: Authorize the City Manager to sign a contract for \$120,575.22 for the purchase and mounting of security cameras, wi-fi access points, and required cabling and equipment for Zumwalt Park with AMS.net of Livermore California, utilizing the cooperative purchasing agreements Omnia Partners contract #R200803 and Merced County FOCUS contract #2021092; and authorize the City Manager or designee to approve contract change orders up to 10%, or \$12,057.52, of the original contract amount. [J. Bowling]

Summary: On September 19, 2023, Council awarded contracts for capital improvement project PK0033 - Zumwalt Park Renovation. This project was included and approved as a part of the City's 2023-2028 CIP program budget. In addition to the amenities that the renovated park will provide, video surveillance and a Wi-Fi system is necessary. The video surveillance system is necessary to meet insurance requirements for the operator, as well as give law enforcement general information regarding activities taking place at the venue. The Wi-Fi system as designed is intended to enable the public who attend an event at the venue to join the wi-fi to access the Internet if desired. Additionally, the venue operator will have a separate wireless network that will be used for point-of-sale activities. The camera system and the wi-fi are planned together and share common infrastructure to help reduce costs.

Both the camera system as well as the wi-fi system have the ability to be enhanced to increase coverage or density in the future if required.

The proposed video surveillance system would conform to the same enterprise standard that is being used for all new camera installations for the City of Tulare. This is a cloud-based system that allows substantial flexibility and expandability. For the Wi-Fi, the Information Technology Division reviewed multiple vendor designs before settling on the proposed solution as the best fit. It is a high-quality solution that is currently in use at some professional sports venues but scaled down to fit our smaller venue. The vendor will be installing cameras, access points and required cabling, but the City's Information Technology team will be configuring both systems and required infrastructure.

AMS.net is an experienced technology solution provider that has been in business for over 30 years and works primarily with governmental and educational agencies in California. The Fast-Open Contracts Utilization Services (FOCUS) program established under State of California procurement guidelines (Gov. Code 25330-25338) is a competitively bid procurement vehicle for counties, cities, schools, to use in the direct purchase of technology needs through established public entity (County) contracts. The purpose of this FOCUS program is to provide the means for counties, cities, schools, special districts, and other government entities in California and nationally to purchase needed technology solutions through a formally bid contractual relationship. The selected wi-fi gear is not available on FOCUS contract and is proposed to be acquired using Omnia Partners, which is another commonly used cooperative purchasing contract.

Fiscal Impact & Funding Source(s): On September 19, 2023, Council approved project PK0033 for Zumwalt Park Renovations. Included in that project were contingency funds. This project will be funded using those contingency funds; PK0033-050-0999. The contract total with tax is \$120,575.22.

Legal Review: The proposed contract was reviewed by the City Attorney.

Alternative Action: 1) Approve with changes - Staff could work to incorporate any changes or recommendations directed by Council; 2) Deny - If Council were to deny the contract, there are insurance implications for the Zumwalt park operator regarding security cameras and the use of point-of-sale technology; or 3) Table - Postponement of the contract signing with AMS.net could result in the expiration of their proposal, and potential loss of their services.

8. PUBLIC HEARINGS - Comments related to Public Hearing items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council. [Time Estimate: 7:55-8:15 p.m.]

8.1 Proposed Annual Action Plan for Fiscal Year 2024.

Recommended Action: Adopt a resolution approving Community Development Block Grant Annual Action Plan to allocate approximately \$600,000 to public infrastructure and facility improvements, \$109,000 to services for people experiencing homelessness, \$185,000 to affordable housing preservation, and \$130,000 to CDBG

program administration; and authorize the City Manager or their designee to submit the same to US Department of Housing and Urban Development on behalf of the City of Tulare. [G. Avitia]

Summary: The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974. Its primary objective is the development of viable urban communities through distinct national objective and eligible activities. Local administration of the CDBG Program is overseen by the City’s Community Development Department in cooperation with other City departments. Through the Annual Action Plan (AAP) process, the City Council and Department staff forward activities that meet the goals identified under the City’s 2020-2024 CDBG Consolidated Plan (ConPlan) and the national objectives and requirements of the CDBG Program as determined by the U.S. Department of Housing and Urban Development (HUD). On May 5, 2020, the City Council adopted the ConPlan for use of CDBG funds following comprehensive public outreach, meetings, and consultation with other organizations and agencies. For reference, the prioritized goals of the current five-year ConPlan period include those listed below.

Table 1 – 2020-2024 Consolidated Plan Strategic / Priority Needs

1) Provide public infrastructure and facility improvements for moderate- and low-income households.
2) Provide direct assistance and/or housing for people experiencing homelessness and those at-risk.
3) Improve access to affordable housing for moderate- and low-income households and for people with special needs.
4) Provide public services for moderate- and low-income households and for people with special needs.
5) Improve access to employment and training opportunities for moderate- and low-income households, people with special needs, and people experiencing homelessness.
6) Provide professional and high-quality grant administration and fair housing services.

Between February 15 and March 18, Department staff held a Request for Proposals (RFP) period, sought public comment, held two public meetings, and consulted with local organizations and other City staff to gather information and proposals for the Fiscal Year (FY) 2024 CDBG Action Plan. An array of local agencies and organizations were notified of the CDBG funding opportunity and encouraged to propose activities. The City received seven (7) applications from seven (7) different entities prior to the close of the RFP period on Monday, March 18, 2024. Table 2 provides a brief overview of the applications and associated funding requests. Department staff reviewed applications according to criteria including, but not limited to, how a proposed activity and/or its sponsor: a) benefits low- and moderate-income households b) demonstrates cost reasonableness and effectiveness; c) experience and past performance; and d) management and implementation approach.

Table 2 – Applications for 2024 CDBG Funds

Category	Activity Name	Budget
Public Infrastructure and Facilities	<ul style="list-style-type: none"> • Planning Project – Academy & Apricot Improvements • Initial construction costs for the Dog Park • Initial construction costs for the Homeless Shelter 	<ul style="list-style-type: none"> • \$390,000 • \$350,000 • \$600,000
Public Services	<ul style="list-style-type: none"> • Upwards: Technical assistance training to small daycare providers • Salt + Light: Outreach, relationship management, and Support services for tenants at Santa Fe Commons 	<ul style="list-style-type: none"> • \$112,000 • \$47,900
Affordable Housing	<ul style="list-style-type: none"> • Habitat for Humanity: Minor Home Rehabilitation Program • Self-Help Enterprises: Minor Home Rehabilitation Program 	<ul style="list-style-type: none"> • \$150,000 • \$150,000
*Program Administration and Planning	<ul style="list-style-type: none"> • Housing and Grants Division responsible for management and oversight of the grant, as well as funding for Public Information, Advertising, Supplies, and Training 	<ul style="list-style-type: none"> • \$130,000

Total expected funding for the FY 2024 AAP involves an estimated annual allocation of \$721,914, an estimated \$5,000 in available CDBG program income, and approximately \$300,000 in CDBG funds remaining from the current FY 2023. Together, about \$1,026,914 is available for the City Council, with public comment, to award to organizations and City Departments to implement an eligible activity. Since the CDBG Program places a cap of 15 percent on the amount of CDBG funds a jurisdiction may commit to public service activities in a given program year, only one or several proposed public service activities may receive an award of the approximately \$109,000 available for a public service. Department staff respectfully

requests the City Council's review and feedback at this time. Formal approval of activities and their associated budgets will occur following a 30-day public comment period, concluding in a public hearing during the City Council meeting scheduled for May 7th, 2024.

City staff recommend allocating FY2024 CDBG Funding to five out of the seven organizations. Table 3 details the recommended activities and corresponding amounts:

Table 3 – Applications for 2024 CDBG Funds

Category	Activity Name	Budget
Public Infrastructure and Facilities	<ul style="list-style-type: none"> • Planning Project – Academy & Apricot Improvements • Initial construction costs for the Dog Park 	<ul style="list-style-type: none"> • \$390,000 • \$300,000
Public Services	<ul style="list-style-type: none"> • Salt + Light: Outreach, relationship management, and Support services for tenants at Santa Fe Commons 	<ul style="list-style-type: none"> • \$109,000
Affordable Housing	<ul style="list-style-type: none"> • Self-Help Enterprises: Minor Home Rehabilitation Program 	<ul style="list-style-type: none"> • \$185,000
*Program Administration and Planning	<ul style="list-style-type: none"> • Housing and Grants Division responsible for management and oversight of the grant, as well as funding for Public Information, Advertising, Supplies, and Training 	<ul style="list-style-type: none"> • \$130,000
Total Anticipated CDBG funds available in FY 2024		\$1,026,914

Fiscal Impact & Funding Source(s): Community Development Block Grant Funding for FY 2024 (Fund 077)

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny - Reject the proposed AAP and alternative plans and propose a different iteration activities and use of CDBG funds in FY2024 for City staff to present at a future City Council meeting; or 3) Table - Reschedule consideration of this item to a future City Council meeting.

9. **GENERAL BUSINESS** - Comments related to General Business items are limited to three minutes per speaker, for a maximum of thirty minutes per item, unless otherwise extended by the Council. [Time Estimate: 8:15-10:00 p.m.]

9.1 **Prosperity Avenue and West Street Intersection Improvements Project
Resolution of Necessity for Property Acquisition.**

Recommended Action: Adopt a Resolution of Necessity for APN 164-130-004 authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the construction of the Prosperity Avenue and West Street Intersection Improvements Project. [M. Zamora]

Summary: The City desires to acquire portions of properties, including the subject property identified in the attached resolution, for the construction of a new intersection at Prosperity Avenue and West Street. The City desires to acquire a portion of the West to expand the current intersection and install new traffic signals.

In preparation for the acquisition of the needed properties, the City prepared two appraisals for the Property and made statutory offers to the property owners. These steps were taken to ensure compliance with all applicable laws.

It is important to note that this hearing, by law, is not conducted to discuss or in any way address the compensation for the land that will be needed for completion of the Project. This hearing is held to have the Council make the necessary findings and establish by resolution the public necessity for the project and consequently for the identified parcels needed to complete the project. Any public testimony or council discussion regarding the value of the properties would be inappropriate.

A prior agreement to purchase the property was agreed to.

The attached Resolution of Necessity must be passed by 2/3 vote of council (or 4 of 5 in favor) and would authorize the City Attorney to initiate an Eminent Domain process, and/or specific performance of the existing agreement, if necessary, to secure the parcels for the desired project. Such process would require a complaint to be filed in Superior Court along with a deposit equal to the fair market value appraisal obtained by the City for the subject property. The total fair market value for the Property is \$18,905.50. The City's most recent offer to the property owner was \$19,000.00. The City would also request an order of immediate possession from the court, which would provide the City with the ability to take possession of the Property before the Eminent Domain court proceedings have been completed.

Fiscal Impact & Funding Source(s): Project (EN0088) and funding were approved as part of the Capital Improvement Program Budget for Fiscal Year 2023/24 through 2027/28.

Legal Review: The City Attorney's Office prepared the Resolution of Necessity and has been involved in the right-of-way acquisition process.

Alternative Action: 1) Approve with changes; 2) Deny - Denying would require that City staff and consultants continue to negotiate directly with the affected property

owner who has not been responsive to such efforts to date. Failure to secure the property would prevent the City from completing the project; or 3) Table - The postponement of adopting the Resolution of Necessity will result in continued delays in the construction of the project.

9.2 Amendment to Ground Lease Agreement with Tulare County.

Recommended Action: Approve and authorize the mayor to sign the First Amendment to Ground Lease Agreement No. 30974 for the Hillman Center Emergency Homeless Shelter. [M. Mondell]

Summary: On February 15, 2022, City Council adopted Resolution 2022-05 allocating \$2,000,000 in Federal ARPA funds towards a Homeless Shelter (Shelter), the details of which were to be later determined. On May 17, 2022, City Council accepted staff's recommendations regarding the proposed Shelter to be located at the Hillman Health Center and directed staff to proceed with negotiating a ground lease agreement with Tulare County. On November 15, 2022, Council approved the execution of the Hillman Center Emergency Homeless Shelter Ground Lease Agreement with Tulare County.

Since that time, staff has been in communication with Tulare County regarding the progress of the shelter. As a result of these communications, it has been determined there is a need to amend the ground lease agreement. The amendment includes revisions to Sections 8 Alterations and Construction and Section 10 Entry by County. It also adds Section 43 Canine Kennels, Maintenance, and Care and Section 44 Parking and Vehicle Storage.

Fiscal Impact & Funding Source(s): There is no fiscal impact associated with this action.

Legal Review: The City Attorney's Office has reviewed and approved the agreement as to form and legality.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

9.3 FM0048 Tulare Homeless Shelter Contract for Modular Living Quarters.

Recommended Action: Award and authorize the City Manager to sign a contract for \$1,112,582.58 with Pacific Mobile Structures Inc. of Ceres, CA, for construction of modular living quarters associated with City Project FM0048 - Tulare Homeless Shelter; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract. [M. Miller]

Summary: On September 5, 2023, City Council approved the second round of Encampment Resolution Funding (ERF-2R) in the amount of \$4,822,586. The ERF-2R funds will help subsidize the cost of site work, concrete, special construction, mechanical, and building costs that are essential to the operation of the planned shelter units. Per state regulations, \$1,289,200 of grant funding must be spent on or before June 30, 2024, or risk losing funding. To meet the state regulations, staff issued a Request for Bids #24-796 for construction and delivery of 16 modular living quarter buildings to be utilized in the modular village component of the Tulare Homeless Shelter project.

On April 4, 2024, two bids were received and opened in response to RFB #24-796. Bids ranged from \$1,112,582.48 – \$1,808,972.65. The bids were evaluated and determined to be responsive to the requirements and instructions contained in the bid documents. Pacific Mobile Structures, Inc. of Ceres, CA, was the lowest responsive bid at \$1,112,582.48.

The 16 modular units consist of 2 rooms apiece, totaling 32 rooms, with 150 square feet of living area in each room. The units will be built to meet or exceed all building codes for structural integrity, electrical, mechanical, and plumbing. The living quarters also feature fire suppression systems and meet ADA compliance regulations. The unit's construction will follow the guidelines set by the California Department of Housing and Community Development (HCD). These guidelines are intended to ensure the health and safety of persons purchasing or utilizing factory-built homes. HCD's third-party in-plant inspection process will monitor and inspect the construction progress of the units.

Fiscal Impact & Funding Source(s):

Legal Review: Subsequent contract approval is to be reviewed by the City Attorney.

Alternative Action: 1) Approve with changes - Direct staff to reduce the project's scope, revise the design accordingly, and re-bid the project. A reduced scope is anticipated to result in lower bids, although additional design costs and loss of funding would be incurred; 2) Deny - Reject all bids received and direct staff to re-bid the project in the hope that lower bids will be received. Consequently, due to state regulations, the City would most likely lose the grant funding obtained for the project; or 3) Table - Due to time constraints, decision postponement could result in the loss of grant funding.

9.4 Discussion of Truck Routes.

Recommended Action: Review and discuss the designation of truck routes within the City of Tulare. [M. Miller]

Summary: Local governments may facilitate safe and efficient trucking in their communities by establishing appropriate truck routes designed with input from both the community and the trucking industry. The goal should be to ensure that mobility for all roadway users is preserved, and that freight and goods can move safely and efficiently so that the local economy continues to prosper. All truck routes should be designed to permit the safe and effective operation by trucks. Designation of truck routes should be considered in coordination with mapping of primary bicycle, transit, and pedestrian corridors, as well as through the analysis of key access routes, bridge hazards, and industrial or commercial land uses. Some key factors to consider when identifying potential truck routes are:

- Safety, particularly with regard to impacts to bicyclists and pedestrians. It is desirable to direct trucks onto roadways that have been designed to accommodate them with regard to paved width and lane geometry, and the roadway's ability to accommodate truck turning movements.

- Impact of heavy truck traffic on City infrastructure. Consideration should be given to the design of the roadway's structural section and its ability to withstand the loads, as well as other vulnerable facilities.
- It is important to look at the big picture and consider existing constraints in roadway network. Restricting truck traffic on one roadway will inevitably increase traffic on other roadways.
- In considering air quality impacts, there are both global and local emission impacts. Imposing excessive limitations to address spot impacts can result in longer trip lengths and more vehicle idling, resulting in an actual increase in community and global impacts.
- Do not impose restrictions that unreasonably impact business.
- Trucks will frequently need to leave designated truck routes to reach their final destinations. The truck route network should provide sufficient coverage across the City to allow the majority of trips to be on designated routes (i.e., with minimal deviation onto non-designated roadways) and provide flexibility to recognize and facilitate the needs of business that are located off of designated routes.

Each road authority may designate any of its roadways or any section of any of its roadways as a truck route and may prohibit the operation of trucks, machinery or any other large or heavy vehicles upon any other of its roadways that serves the same route or area served by the truck route designated. The authority granted under this section is subject to all of the following:

- 1) The governing body of an incorporated city shall not designate a truck route or prohibit the operation of any vehicle on a:
 - a. State highway that is within the boundaries of the city without the written consent of the Department of Transportation.
 - b. County road that is within the boundaries of the city without the written consent of the governing body of the county.
- 2) Any designation or prohibition made under authority of this section must be imposed by appropriate order, resolution, or ordinance.
- 3) A road authority exercising authority under this section shall erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give notice of the prohibitions or designations imposed. The road authority shall erect and maintain signs giving notice of any prohibitions or designations imposed under this section at such other places as may be necessary to inform the public.
- 4) A prohibition or designation imposed under this section is effective when signs giving notice thereof are posted as required by this section.

Truck route programming should be paired with enforcement efforts to ensure that oversize vehicles are not diverting off-network.

The City has several provisions in its Municipal Code that place restrictions on the movement of trucks within City limits. Municipal Code Chapter 9.32.020 addresses the creation of "truck routes" within the City. Vehicles involved in the carrying of

merchandise, freight or materials and having a capacity of two or more tons are directed to utilize these designated routes, which possess the necessary design characteristics to accommodate the heavier vehicle loads and larger turning movements of trucks. The routes are established by City Council via ordinance and are listed in Chapter 9.32.010. The Police Chief and City Engineer are responsible for ensuring that the routes are signed appropriately. Per Chapter 9.32.030, truck drivers are required to stay on these designated truck routes, except as required to reach pick-up and/or delivery destinations. In such instances, truck drivers are to take the most direct route possible to and from a designated truck route to the pick-up and/or delivery destination.

The attached Exhibit "A" is a map showing the designated Truck Routes in the City of Tulare. There are 25 roadways that are currently so designated:

- (A) Avenue 200 (Rankin Avenue), the entire length within the city limits;
- (B) Bardsley Avenue, the entire length within the city limits;
- (C) Blackstone Drive, the entire length within the city limits;
- (D) Blackstone Street, the entire length within the city limits;
- (E) Cartmill Avenue, the entire length within the city limits;
- (F) Cross Avenue, from the intersection of J Street to the intersection of M Street;
- (G) H Street, from the intersection of Bardsley Avenue to the intersection of Cedar Avenue;
- (H) Hillman Street, the entire length within the city limits;
- (I) I Street, from the intersection of Inyo Avenue to the intersection of Alpine Avenue;
- (J) I Street, from the intersection of Bardsley Avenue to the south city limits;
- (K) J Street, from the intersection of K Street to the north city limits;
- (L) K Street, from the intersection of Tulare Avenue to the intersection of Cross Avenue;
- (M) Laspina Street, from the intersection of Paige Avenue to the south city limits;
- (N) Martin Luther King, Jr. Avenue, from the intersection of K Street to State Route 99;
- (O) M Street, from the intersection of Tulare Avenue to the intersection of Cross Avenue;
- (P) M Street, from the intersection of Inyo Avenue to the intersection of Owens Avenue;
- (Q) Mooney Boulevard, from the intersection of Tulare Avenue to the south city limits;
- (R) O Street, from the intersection of Owens Avenue to the intersection of Continental Avenue;
- (S) Paige Avenue, the entire length within the city limits;
- (T) Prosperity Avenue, the entire length within the city limits;
- (U) State Route 63, the entire length within the city limits;
- (V) State Route 137, the entire length within the city limits;
- (W) Tulare Drive, the entire length within the city limits;
- (X) Turner Drive, the entire length within the city limits; and
- (Y) West Street, the entire length within the city limits.

Additional restrictions on the movement of trucks are contained in Chapter 9.36.020 of the Municipal Code, which specifically prohibits heavy-laden vehicles, or any vehicle employed in carrying heavy freight, natural oil, crude petroleum, gasoline or regularly employed in carrying goods or merchandise on the following streets:

- (A) K Street from the north line of Inyo Street to the south line of King Street;
- (B) Tulare Street from the east line of J Street to the west line of L Street;
- (C) Kern Street from the east line of J Street to the west line of L Street.

Per Chapter 9.36.030, the Chief of Police, subject to the approval of the City Manager, is authorized and directed to designate additional streets to address public safety concerns.

The aforementioned portions of the Municipal Code were last adopted in 1995.

Fiscal Impact & Funding Source(s): Fiscal impacts are dependent upon direction received from Council. There would be costs associated with the installation or removal of any additional signage that would impact the Street Division's operational budget.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table.

9.5 **Fiscal Year 2024 Budget Reconciliation.**

Recommended Action: Adopt a resolution to amend the City of Tulare's Fiscal Year 2024 Adopted Budget to reconcile adopted expenditures, revenues, and interfund transfers. [M. Roberts]

Summary: Upon review of the City's fiscal year 2024 adopted budget, staff determined various adjustments are necessary to reconcile adopted expenditures, revenues, and interfund transfers to their supporting schedules. The attached schedule reflects said adjustments.

Fiscal Impact & Funding Source(s): As noted above, the purpose of the recommended action is to reconcile adopted expenditures, revenues, and interfund transfers to their supporting schedules. Adoption of the proposed resolution will have no additional financial impact.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table. Adopting the recommended adjustments correct inconsistencies discovered by staff in the fiscal year 2024 adopted budget. If City Council does not approve the recommended adjustments to reconcile the budget, budgets of several City funds will not be properly balanced.

9.6 Mid-Year Budget Review, Revenue and Expenditure Projections, and Approval of Supplemental Appropriation Requests.

Recommended Action: Review the City of Tulare fiscal-year-to-date revenues and expenditures as of December 31, 2023; receive the estimated revenues and expenditures for the remainder of the current fiscal year and for the ensuing fiscal year; and adopt a resolution amending the City’s Fiscal Year 2024 Adopted Budget to include the supplemental appropriation requests as presented. [M. Roberts]

Summary: This report provides the mid-year status of the combined operating and capital budgets of General Fund, the City’s primary operating fund. The purpose of this report is to review the financial results of the activities of the first half of the current fiscal year, provide projections of revenues and expenditures through the end of the fiscal year, and recommend various budget adjustments. In addition, estimated revenues and expenditures are presented for the ensuing fiscal year, in accordance with Freeholders’ Charter of the City of Tulare Section 26.

First Half of Fiscal Year 2024

The adopted fiscal year 2024 budget is balanced with financing sources (revenues, transfers in from other funds, and available fund balance) sufficient to meet approved financing uses (expenditures and transfers out to other funds) and does not reflect a structural deficit. However, it includes the use of fund balance / reserves to fund one-time capital expenditures.

At adoption of the budget, General Fund revenues and transfers in were estimated to total \$55.8 million. Following Council approval of the reconciling budget items included in the companion item to this staff report, General Fund appropriations and transfers out total \$63.5 million. As a result, adjusted appropriations and transfers out exceed adopted revenue estimates, which are unadjusted, by \$7.9 million. Based on year-to-date actual revenues and expenditures through December 31, 2023, and expected activities through year-end, however, more positive results are anticipated, with the net of revenues versus expenditures expected to have a negative impact of approximately \$1.5 million upon fund balance. The following sections of this report will discuss the fiscal operating results expected to lead to the (net) variance.

Revenues

For fiscal year 2024, General Fund revenues are expected to be greater than amounts budgeted by \$5.0 million. The projected variances in each revenue category resulting in the overall variance are shown in the “Fiscal Year-End Revenue Projections” table. The “Mid-Year Revenue Comparison” table below compares revenues realized through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Revenue Comparison
 GENERAL FUND
 REVENUES
 AS OF DECEMBER 31

Revenue Category ¹	FY 24	FY 23	Difference
Sales & Use Tax	\$ 7,425,562	\$ 8,404,762	(\$ 979,199)

Transactions & Use Tax (Meas. I)	4,281,119	3,472,276	808,843
Property Taxes	4,131,444	3,812,577	318,866
Utility Users Tax	4,061,619	4,658,976	(597,356)
Property Tax in Lieu of VLF ²	3,664,823	3,424,520	240,303
Transient Occupancy Tax	939,131	953,889	(14,758)
Cannabis/Dispensary Tax (Meas. Y)	458,255	129,571	328,685
Franchise Taxes	74,804	561,183	(486,379)
Other Revenues	6,446,962	5,438,631	1,008,331
Total	<u>\$ 31,483,719</u>	<u>\$ 30,856,384</u>	<u>\$ 627,335</u>

¹ Transfer(s) in not included.

² VLF – vehicle license fees

The General Fund’s primary sources of revenue are the sales & use tax, district transactions & use tax, property taxes, utility users tax, and property tax in lieu of vehicle license fees (or “VLF”). During the first six months of the current fiscal year, these revenues were approximately \$23.6 million combined, \$0.2 million below fiscal year 2023’s total at the same point, while General Fund revenues, as a whole, totaled \$31.5 million, approximately \$0.6 million more than last year. The most significant single positive factor in the slight year-to-year increase was the City of Tulare’s voter-approved (Measure I) transactions & use tax revenue, which was \$0.8 million greater than for the same period of fiscal year 2023. The largest single negative driver constraining overall growth was sales & use tax revenue, which was \$1.0 million lower than the previous fiscal year at the same point. Also notable:

- Although behind last year’s pace by \$0.6 million at the mid-point of the year, utility users tax revenue grew sharply from fiscal year 2022 to fiscal year 2023, increasing nearly \$2.5 million, or 37.5%, in one year from \$6.6 million to nearly \$9.1 million.
- Receipts from the cannabis/dispensary tax, or Measure Y, the City’s other voter-approved tax were \$0.3 million higher, largely due to the fact fiscal year 2024 will be the first full year of receipts for this revenue, with passage and adoption of the revenue measure occurring in November of 2022 leaving less than eight months of collection for fiscal year 2023.

“Other Revenues” comprises all other General Fund revenues not specifically identified in the above table. These revenues were \$1.0 million higher during the first half of the year compared to the first half of last year. As is to be expected, some of the accounts are ahead of last year’s amounts and some are behind, because of the nature of the funding sources and variations that occur from year to year in the timing of receipts.

Fiscal Year-End Revenue Projections

Anticipated revenues for the current fiscal year in comparison to the budget are reflected in the table below.

GENERAL FUND REVENUES

Revenue Category ¹	FISCAL YEAR 2024			
	Projected	Adjusted Budget ²	Projected Balance	% Variance
Sales & Use Tax	\$ 14,800,000	\$ 15,177,000	(\$ 377,000)	-2.5%
Transactions & Use Tax (Meas. I)	8,400,000	8,323,000	77,000	0.9%
Property Taxes	7,864,600	7,196,500	668,100	9.3%
Utility Users Tax	8,300,000	6,834,000	1,466,000	21.5%
Property Tax in Lieu of VLF	7,330,000	7,020,000	309,734	4.4%
Transient Occupancy Tax	2,000,000	1,877,750	122,250	6.5%
Cannabis/Dispensary Tax (Meas. Y)	900,000	300,000	600,000	200.0%
Franchise Taxes	1,740,000	1,623,407	116,593	7.2%
Other Revenues	9,481,114	7,430,894	2,050,220	27.6%
Total	\$ 60,815,714	\$ 55,782,817	\$ 5,032,897	9.0%

¹ Transfer(s) in not included.

² Adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

The above table provides updated estimates of fiscal year 2024 General Fund revenues and compares them to their adjusted budgets. As noted above, General Fund revenues are expected to exceed the budget by approximately \$5.0 million overall. Significant elements of the expected overall positive variance include:

- utility users tax revenues anticipated to end the year nearly \$1.5 million higher than initially estimated;
- property taxes projected at \$0.7 million above budget; and
- cannabis/dispensary tax receipts on pace to triple their budgeted estimate of \$0.3 million.

Other Revenues are expected to exceed their budgeted total by \$2.1 million, which is attributable to a combination of projected positive and negative variances in various accounts.

Expenditures

General Fund expenditure totals at year-end are expected to be \$1.4 million below budget. The projected variances in each expenditure category resulting in the overall variance are shown in the “Fiscal Year-End Expenditure Projections” table. The “Mid-Year Expenditure Comparison” below compares expenditures through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Expenditure Comparison
 GENERAL FUND
 EXPENDITURES
 AS OF DECEMBER 31

Expenditure Category ¹	FY 24	FY 23	Difference
Salaries & Benefits	\$ 18,880,195	\$ 17,921,644	\$ 958,551
Maintenance & Operations	8,234,160	8,732,405	(498,245)
Special M&O Projects ²	0	4,973	(4,973)
Capital Improvements	0	0	0

Capital Outlay	0	0	0
Debt Service	0	416,550	(416,550)
Total	<u>\$ 27,114,355</u>	<u>\$ 27,075,572</u>	<u>\$ 38,783</u>

¹ Transfer(s) in not included.

² Studies, Maintenance, & Non-Tangible

As of December 31, 2023, expenditures totaled \$27.1 million, relatively flat in comparison to the previous fiscal year. The year-to-year increase of \$1.0 million in personnel costs at the same point was primarily due to negotiated compensation increases. The expenditure difference reflected in the Maintenance & Operations category was largely the result of differences in timing of costs incurred from one year to the next.

Fiscal Year-End Expenditure Projections

The following table reflects projected expenditures through the remainder of fiscal year 2024 in comparison to the budget.

<u>Expenditure Category</u>	GENERAL FUND EXPENDITURES FISCAL YEAR 2024			
	Projected	Adjusted Budget ¹	Projected Balance	% Variance
Salaries & Benefits	\$ 34,939,993	\$ 35,898,006	\$ 958,013	2.7%
Maintenance & Operations	14,241,156	14,642,649	401,493	2.7%
Special M&O Projects ²	0	0	0	-
Capital Improvements	0	0	0	-
Capital Outlay	0	0	0	-
Debt Service	165,140	165,140	0	0%
Total	<u>\$ 49,346,290</u>	<u>\$ 50,705,795</u>	<u>\$ 1,359,506</u>	<u>2.7%</u>

¹ Adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

² Studies, maintenance, & non-tangible

As noted above, General Fund expenditures are expected to be less than the adjusted budget by approximately \$1.4 million overall. This variance is due to similar savings – from a percentage perspective – in Salaries & Benefits and Maintenance & Operations.

Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Transfers in and out are not expected to deviate from the budgeted amounts.

Net Impact on Unassigned Fund Balance

As discussed above, the General Fund is expected to realize more revenues than budgeted and to spend less overall than budgeted. This combination will result in a lesser amount of fund balance / reserves than reflected in the adjusted budget. While the adjusted budget reflects a use of \$7.9 million, combining current revenue and expenditure projections, along with planned transfers, results in a \$6.4 million anticipated decrease in the use of fund balance. (See the “Balance” column in the table below.) As a result, the use of fund balance for the fiscal year is projected to total \$1.5 million and General Fund reserves at or above their required balances.

GENERAL FUND
 IMPACT ON FUND BALANCE RESERVES
 FISCAL YEAR 2024

	<u>Projected</u>	<u>Adjusted Budget</u>	<u>Balance</u>
Revenues	\$ 60,815,714	\$ 55,782,817	\$ 5,032,897
Transfer(s) In	58,370	58,370	0
Total Revenues & Transfer(s) In	\$ 60,874,084	\$ 55,841,187	\$ 5,032,897
Expenditures *	\$ 49,346,290	\$ 50,705,795	\$ 1,359,506
Transfer(s) Out	12,985,987	12,985,987	0
Total Expenditures & Transfer(s) Out	\$ 62,332,277	\$ 63,691,782	\$ 1,359,506
Use of Fund Balance / Reserves	\$ 1,458,192	\$ 7,850,595	\$ 6,392,403

* For purpose of estimating use of unassigned fund balance, all capital appropriations assumed to be expended.

Charter-Required Revenue and Expenditure Estimates

Pursuant to Freeholders’ Charter of the City of Tulare Section 26, “On or before the second regular meeting in May of each year, the City Manager shall submit to the Council an estimate of revenue and expenditures for the ensuing year.” Given staff turnover in the Department of Finance, current staff continue to analyze revenue sources and collect cost information for the upcoming fiscal year. Therefore, the following projections should be considered estimates and therefore subject to change as Finance continues to assess factors impacting revenues and works with other departments in the development of appropriations. With this consideration, the Department of Finance projects the following General Fund revenues and expenditures for fiscal year 2025:

Projected Fiscal Year 2025 General Fund Revenues	–	\$61,300,000
Projected Fiscal Year 2025 General Fund Expenditures	–	\$62,300,000

Budget Adjustments

During the mid-year budget review process, Department of Finance staff worked with staff of other departments to afford them the opportunity to submit supplemental appropriation requests based upon actual or projected budgetary requirements not anticipated during the annual budgeting process. Exhibit A to this staff report reflects the recommended and requested adjustments.

Staff will continue to monitor expenses and provide revised projections if/as needed.

Fiscal Impact & Funding Source(s): General Fund supplemental appropriation requests total \$383,150, all of which will require the use of General Fund fund balance if approved. Supplemental appropriation requests for other funds total \$1,122,490.

Legal Review: This item does not require legal review.

Alternative Action: 1) Approve with changes; 2) Deny; or 3) Table. Adopting the proposed mid-year adjustments will authorize expenditures deemed necessary by staff to effectively carry out its responsibilities. If City Council does not approve the proposed changes, the budget may be exceeded, and/or staff may be unable to perform its work effectively as possible.

10. FUTURE AGENDA ITEMS - NONE SUBMITTED [Time Estimate: 10:00-10:00 p.m.]

11. STAFF UPDATES [Time Estimate: 10:00-10:05 p.m.]

12. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING

12.1 Conference with Labor Negotiators (Gov. Code § 54957.6)

Agency Designated Representative: Marc Mondell, Mario Zamora, Josh McDonnell, Shonna Oneal

Employee Organizations: CLOCEA, Middle Managers, and Department Heads

13. RECONVENE FROM CLOSED SESSION

14. CLOSED SESSION REPORT

15. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, May 21, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.



Proclamation

WHEREAS, on October 1, 1962, President John F. Kennedy declared May 15 as Peace Officer Memorial Day in honor of federal, state, and municipal officers who have been killed or disabled in the line of duty and the calendar week in which May 15 falls as Police Week; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Tulare Police Department; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, since the first recorded death in 1786, there are currently 23,936 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty, including Tulare Police Officer Richard Wellington Smith and K-9 Bane; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Memorial in Washington, D.C. with 151 new names of fallen heroes being added this Spring; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day and May 11 as K-9 Heroes Day in honor of all fallen officers and their families, and all U.S. flags should be flown at half-staff.

NOW, THEREFORE, we, the City Council of the City of Tulare, do hereby proclaim the week of May 12-18, 2024, as **National Police Week** in the City of Tulare and publicly salute the service of law enforcement officers in communities across the nation.

BE IT FURTHER PROCLAIMED that May 15, 2024, shall be **Peace Officers Memorial Day** in the City of Tulare, and the United States Flag shall be flown at half-staff at all City office on this date.

Dated this 7th day of May 2024.



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



Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Tulare; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Tulare to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, this marks the 64th annual National Public Works Week, "Advancing Quality of Life for All," sponsored by the American Public Works Association; and

WHEREAS, there are approximately 115 public works professionals employed by the City of Tulare who provide essential services to our citizens; and

WHEREAS, the City Council recognizes the importance of the work performed by these public works professionals and extends its appreciation to them.

NOW, THEREFORE, we, the City Council of the City of Tulare, do hereby proclaim the week of May 19-25, 2024, as

National Public Works Week

in the City of Tulare and encourage all citizens, civic leaders, and civic organizations to join in recognizing and celebrating all our public works professionals for their substantial contributions to our community.

Dated this 7th day of May 2024.



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

Tulare Public Library & Council Chamber
491 North M Street, Tulare

Tuesday, April 16, 2024
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 U. Zamora; Chief Deputy City Clerk Melissa Hermann; Assistant City Manager Josh McDonnell; Chief Financial Officer Mark Roberts; 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 Shonna Oneal; Community Development Director Mario Anaya; Executive Director of Economic Development and Redevelopment Traci Myers; Chief Technology Officer Jason Bowling; Safety, Compliance & Facilities Officer Manny Correa

Proper notice of this meeting was given pursuant to Government Code Section 54954.2 and 54956.

1. CALL TO ORDER SPECIAL MEETING

Mayor Sayre called to order the special meeting of the Tulare City Council at 6:05 p.m. in the Council Chamber located at 491 North M Street.

2. STUDY SESSION

2.1 Draft Downtown Master Plan Update.

Recommended Action: Receive a presentation by MIG of the City of Tulare's Draft Downtown Master Plan Update.

Presented By: City Manager Marc Mondell, Executive Director of Economic Development and Redevelopment Traci Myers, Rick Barnett of MIG

Public Comment: None

Council Action: Councilmember Sigala made the following suggestions: the City can reach out to Union Pacific Railroad regarding land to use for parking similar to what occurs for the annual Tulare County Fair; update parking graphic to show what areas are public parking and what areas are private parking; include an additional strategy that is specific policy or documentation guiding what the City can do in regard to things such as placing moratoriums on second hand stores; staff to provide a downtown investments dashboard to show what the City has invested in downtown; and add Tulare County as a possible business that can be located downtown in addition to Adventist Health and College of the Sequoias.

The Downtown Master Plan Update will be brought back to Council for approval on May 21, 2024.

3. ADJOURN SPECIAL MEETING

The special meeting was adjourned at 7:06 p.m.

4. CALL TO ORDER REGULAR MEETING

Mayor Sayre called the regular meeting of the City Council to order at 7:15 p.m. in the Council Chamber located at 491 North M Street.

5. PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Sigala led the Pledge of Allegiance, and an invocation was given by Dennis Sunderland, Pastor of Tulare Bethel Church.

6. PUBLIC COMMENTS

The following provided public comment: Gozer, Justice, and Eris requested Council consider adopting a resolution calling for a cease fire in Gaza and stop all funding and weapons to Israel; and Adrian Herrera expressed concerns with illegal dumping in downtown and asked about securing dumpsters.

7. COMMUNICATIONS

City Manager Marc Mondell advised there was a letter received just before the meeting by the Leadership Counsel regarding item 11.1. The letter was sent via email to all councilmembers.

8. COUNCIL REPORTS AND ITEMS OF INTEREST

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

9. CONSENT CALENDAR

Items 9.4 and 9.5 were removed from the Consent Calendar by Council.

It was moved by Councilmember Mederos, seconded by Councilmember Sigala, and unanimously carried to approve the items on the Consent Calendar as presented except for items 9.4 and 9.5.

9.1 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.

9.2 Special and/or Regular Meeting Minutes of April 2, 2024.

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

9.3 Purchase of FirsTwo.

Recommended Action: Authorize and appropriate funds and associated revenues for the purchase of FirsTwo for a three-year contract at \$6,000 a year totaling \$18,000 with full reimbursement from the California Office of Emergency Services (Cal OES). [F. Ynclan]

9.6 Funds from Fresno City College for Outside Training.

Recommended Action: Accept and appropriate funds for outside training from Fresno City College in the amounts of \$8,921.01 and \$4,495.61. [M. Ott]

PULLED CONSENT CALENDAR ITEMS

9.4 Bid Results for Project EN0095 – Academy & Apricot Improvements.

Recommended Action: [M. Miller] Award and authorize the City Manager to sign contracts related to City Project EN0095, Academy and Apricot Improvement Project; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of each contract amount and approve the revised budget.

Task Description	Contractor	Amount
1. Construction Contractor	Dawson-Mauldin, LLC of Selma, CA	\$9,933,583
2. Construction Inspection	NV5 of Fresno, CA	\$623,207
3. Materials Testing	Blackburn Consulting of Fresno, CA	\$385,135
4. Construction Surveying	4Creeks of Visalia, CA	\$130,000
5. Labor Compliance	Silveira Consulting of Galt, CA	\$32,880

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

9.5 CFT NV Developments Oversize Construction Reimbursement Agreement.

Recommended Action: Authorize the City Manager to execute an oversize construction reimbursement agreement with CFT NV Developments, LLC, a Nevada Limited Liability Company, for construction costs associated with the Panda Express restaurant that are eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [M. Miller]

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

10. PUBLIC HEARINGS

10.1 Lago Subdivision.

Recommended Action: Adopt a resolution denying the applicants appeal of the Planning Commission’s determination to deny approval of Tentative Subdivision No. 2023-27 – Lago Subdivision; **OR** Adopt a resolution upholding the applicants appeal of the Planning Commission’s determination to deny approval of Tentative Subdivision No. 2023-27 – Lago Subdivision, adopt a resolution approving General Plan Amendment No. 2024-01 to change the existing General Plan land use designation from community commercial to low density residential on approximately 14.06 acres, pass-to-print an ordinance approving Zone Amendment No. 753 changing the zoning designation from C-3 (Retail Commercial) to R-1-4 (Small-lot Residential) on approximately 14.06 acres, adopt a resolution approving the Fourth Amendment to the Del Lago Specific Plan, and adopt a resolution to adopt the initial study / mitigated negative

declaration prepared for Tentative Subdivision No. 2023-27 – Lago Subdivision, General Plan Amendment no. 2024-01, Zone Amendment No. 753 and the Fourth Amendment of the Del Lago Specific Plan. [S. Sopp]

Presented By: Principal Planner Steven Sopp

Public Comment: The public hearing was opened at 8:45 p.m. Steve Macias and Nick Peters provided comments explaining the revisions that have been made in response to the Planning Commission and staff's concerns that were raised regarding the project. The public hearing was closed at 8:57 p.m.

Council Action: Councilmember Mederos recused himself from this item stating a conflict of interest due to owning property in the vicinity of the project and left the dais prior to the presentation and opening of the public hearing.

Councilmember Sigala raised concern about the cement wall on Mooney and requested there be plants in place to help the wall visually disappear. Following discussion, it was moved by Councilmember Sigala and seconded by Councilmember Harrell to adopt a resolution upholding the applicants appeal of the Planning Commission's determination to deny approval of Tentative Subdivision No. 2023-27 – Lago Subdivision. Mayor Sayre called for a roll call vote.

AYES: Councilmember Sigala, Councilmember Harrell, Vice Mayor Isherwood, Mayor Sayre
NOES: None
RECUSED: Councilmember Mederos
PASSED 4-0

It was moved by Councilmember Sigala and seconded by Councilmember Harrell to adopt a resolution approving General Plan Amendment No. 2024-01 to change the existing General Plan land use designation from community commercial to low density residential on approximately 14.06 acres. Mayor Sayre called for a roll call vote.

AYES: Councilmember Sigala, Councilmember Harrell, Vice Mayor Isherwood, Mayor Sayre
NOES: None
RECUSED: Councilmember Mederos
PASSED 4-0

It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and carried 4 to 0 (Councilmember Mederos recused) to pass-to-print an ordinance approving Zone Amendment No. 753 changing the zoning designation from C-3 (Retail Commercial) to R-1-4 (Small-lot Residential) on approximately 14.06 acres.

It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and carried 4 to 0 (Councilmember Mederos recused) to adopt a resolution approving the Fourth Amendment to the Del Lago Specific Plan.

It was moved by Councilmember Sigala, seconded by Councilmember Harrell, and carried 4 to 0 (Councilmember Mederos recused) to adopt a resolution to

adopt the initial study / mitigated negative declaration prepared for Tentative Subdivision No. 2023-27 – Lago Subdivision, General Plan Amendment no. 2024-01, Zone Amendment No. 753 and the Fourth Amendment of the Del Lago Specific Plan.

Councilmember Mederos returned to the dais following the final action of the Council on this item.

10.2 Housing Element and General Plan Annual Progress Reports.

Recommended Action: Receive and accept the City of Tulare Housing Element and General Plan Annual Progress Reports for the 2023 calendar year and authorize staff to submit to the Governor’s Office of Planning and Research and Department of Housing and Community Development.

Presented By: Principal Planner Steven Sopp

Public Comment: The public hearing was opened at 9:43 p.m. Receiving no public comment, the public hearing was closed at 9:43 p.m.

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

11. GENERAL BUSINESS

11.1 Zoning Code Update.

Recommended Action: Receive a presentation on the Zoning Code Update.

Presented By: Community Development Director Mario Anaya

Public Comment: Clarence Ogans, Hugo Trujillo, Emma De La Rosa, and Ashley Vega provided comment concerning the negative effects of the industrial zoning surrounding the Matheny Tract community.

Council Action: This item was informational only; no action taken.

11.2 Delegated Maintenance Agreement with Caltrans.

Recommended Action: Approve a Delegated Maintenance Agreement with Caltrans and authorize the City Manager to execute all necessary documents on behalf of the City thereof.

Presented By: Safety, Compliance and Facilities Officer Manny Correa

Public Comment: None

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

11.3 Financial System Replacement Contract.

Recommended Action: Approve a sole source agreement with Tyler Technologies, Inc. for purchase and implementation of “Enterprise ERP” and for ongoing maintenance subject to minor conforming and clarifying changes acceptable to the City Attorney and City Manager for a maximum total contract value of \$948,113.65 including applicable sales tax on hardware; authorize change orders up to 10% of the of the contract or \$94,811.37 and authorize appropriation and use of \$94,811.37 from Fund 603 Technology CIP fund to cover potential contingency costs; and authorize the issuing of \$39,730 purchase order for travel expenses to be billed at actual costs from project IT2023-02.

Presented By: Chief Technology Officer Jason Bowling

Public Comment: None

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

12. FUTURE AGENDA ITEMS - NONE SUBMITTED

13. STAFF UPDATES

Staff provided updates on department activities.

14. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS

14.1 Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to Gov. Code § 54956.9(d)(2)

Number of Potential Cases: 1

Council recessed to closed session at 10:09 p.m.

15. RECONVENE FROM CLOSED SESSION

Council reconvened from closed session at 10:44 p.m.

16. CLOSED SESSION REPORT

City Attorney Mario Zamora advised there was no reportable action.

17. ADJOURN REGULAR MEETING

A moment of silence was held in remembrance of former City Councilmember Diane Mathis. The regular meeting was adjourned at 10:46 p.m.

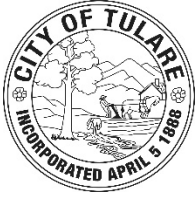
Approved by Council: May 7, 2024

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.3
Consent

Department: Community Development - Planning
Submitted by: Steven Sopp, Principal Planner
Agenda Title: Second Reading and Adoption of Ordinance 2024-03

RECOMMENDED ACTION

Adopt Ordinance 2024-03 approving Zone Amendment No. 753 changing the zoning designation from C-3 (Retail Commercial) to R-1-4 (Small-lot Residential) on approximately 14.06 acres.

SUMMARY

This is a request by San Joaquin Valley Homes to subdivide approximately 14.06-acres into a 121-lot single-family residential subdivision to be built in two phases and to be zoned R-1-4 (Small Lot Single Family Residential – 3,200 square foot minimum lot area). The project site consists of two parcels and is located on the southwest corner of Mooney Blvd. and Cartmill Avenue (APN 149-380-032, 149-390-022).

The current zoning designation for the site is C-3 (Retail Commercial). The applicant proposes to amend the zoning designation to allow for the construction of a single-family residential subdivision with lot sizes as proposed by the applicant. The Zone Amendment is a request to change the existing zoning designation to R-1-4 (Small-lot Residential).

On April 16, 2024, the ordinance was introduced and passed-to-print by Council. Pursuant to Section 15 of the City's Charter, the ordinance is being presented to Council for the second reading and adoption.

FISCAL IMPACT & FUNDING SOURCE(S)

As development occurs, payment of entitlement, building permit, development impact fees, etc. will be required.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Table
3. Deny

ATTACHMENTS

1. Ordinance 2024-03

Reviewed/Approved: 

ATTACHMENT 1

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE AMENDING THE ZONING MAP OF THE CITY BEING A PART OF SECTION 10.24.05 OF SAID CODE ZONE AMENDMENT NO. 753

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

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

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

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

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

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

REZONING approximately 14.06 acres of property from the C-3 (Retail Commercial) zoning designation to the R-1-4 (Small-lot Residential) zoning designation and is located on the southwest corner of Cartmill Avenue and Mooney Blvd. as set forth more specifically on said map.

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.

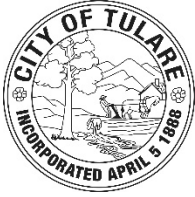
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare on the 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.4
Consent

Department: City Manager
Submitted by: Melissa Hermann, Chief Deputy City Clerk
Agenda Title: Adding Annexed Territory to Council District

RECOMMENDED ACTION

Adopt a resolution adopting the revised City Council Election District Boundaries to include the recently annexed territory through the Chandler Grove Annexation to Council District 5.

SUMMARY

Since 2012, the City has been comprised of five single-member electoral districts. In 2021/2022, after the federal decennial census and under the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act (AB 849), the City Council held numerous redistricting public hearings. On March 15, 2022, the City Council adopted Resolution No. 2022-07, adjusting the boundaries of City Council Election Districts following the 2020 United States Census.

Pursuant to the California Elections Code (EC), after redistricting, a city council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances: 1) court order; 2) the council is settling a legal claim that its boundaries violate the U.S. Constitution, the federal Voting Rights Act; 3) the boundaries of the city change by the addition of territory due to annexation or by subtraction of territory; 4) the number of council members by districts is increased or decreased; or 5) an independent redistricting commission is established to adopt new council districts between federal decennial census. (EC § 21625, subd. (a))

On March 6, 2024, Annexation 2020-01, East Tulare No. 36 (Chandler Grove), was approved by the Tulare County Local Agency Formation Commission (LAFCO). This annexation added approximately 863 acres to the City of Tulare located at the Northeast and Southeast corners of Bardsley Avenue and Oakmore Street to East Tulare Villa and Road 132.

Since the annexation adds territory to the City, state law specifies that the City Council shall add the new territory to the nearest existing council district without changing the boundaries of other council districts. (EC § 21623, subd. (a))

City staff reviewed the City's current boundaries and recommends the annexed area be absorbed by District 5 as the annexed area is adjacent to District 5. Accordingly, District 5 is the most appropriate designation until the City reviews its boundaries during the next decennial census. This adds approximately 40 registered voters to District 5.

Upon City Council adoption and approval, the City Clerk will transmit the City Council action to the County of Tulare Registrar of Voters (ROV) to allow the ROV sufficient time to finalize boundaries. The City's next regular municipal election is November 5, 2024. The City is not expected to adjust voting districts until the next decennial census in 2030.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

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

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Resolution

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE ADOPTING THE REVISED CITY COUNCIL ELECTION DISTRICT BOUNDARIES

WHEREAS, on March 15, 2022, the City Council adopted Resolution 2022-07, adjusting the boundaries of City Council Election Districts following the 2020 Federal Census; and

WHEREAS, on December 5, 2023, the City Council adopted resolutions requesting the Tulare County Local Agency Formation Commission to take proceedings for annexation No. 2020-01 (East Tulare No. 36 – Chandler Grove) and certifying the Final Environmental Impact Report with appropriate Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program prepared for the Chandler Grove Master Plan and Annexation Project, in unincorporated territory southeast of the City; and

WHEREAS, the Tulare County Local Agency Formation Commission subsequently approved the annexation of the Chandler Grove territory into the City of Tulare; and

WHEREAS, pursuant to California Elections Code Section 21623(a), “if the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries”; and

WHEREAS, City staff reviewed the City’s current boundaries and recommends the annexed Chandler Grove territory be absorbed by the nearest existing council district, District 5.

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

Section 1. The City Council hereby approves the revised City Council Election Boundaries Map, attached hereto as Exhibit “A” to this resolution, as the official District Map for City Council elections in the City of Tulare.

Section 2. City staff is hereby authorized and directed to work with the Tulare County Elections Office/Registrar of Voters who shall prepare election ballots consistent with the attached map to conduct any additional acts necessary to permit implementation of these adopted council districts for the election to be held November 5, 2024.

Section 3. The City Council Districts specified in Exhibit A shall remain in effect until modified.

Section 4. This Resolution and its Exhibit shall be published and available on the City website for as long as the City Council Districts approved by this resolution are in effect.

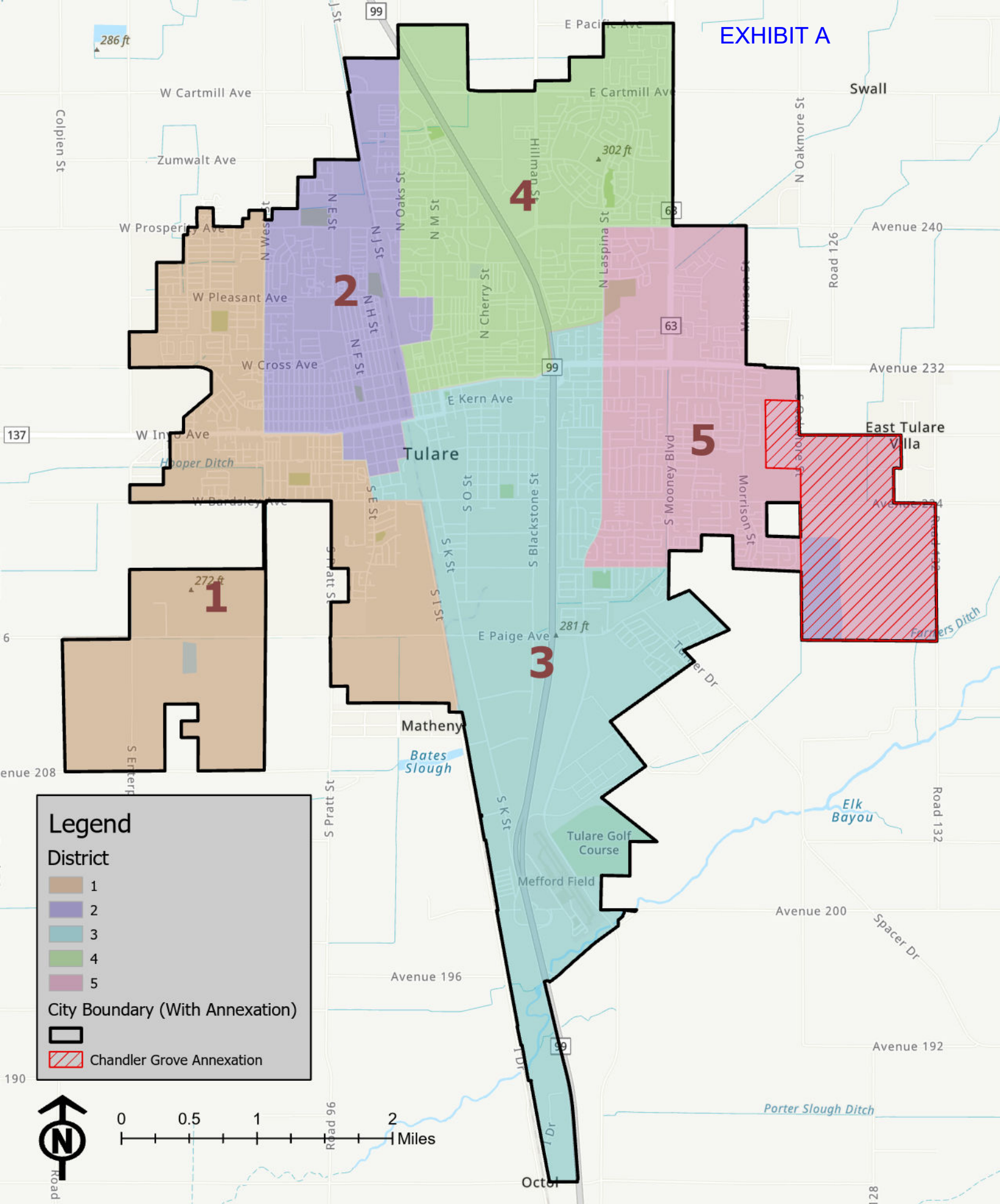
PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Legend

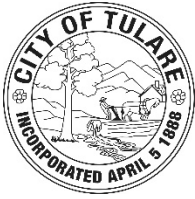
District

- 1
- 2
- 3
- 4
- 5

City Boundary (With Annexation)

-
- Chandler Grove Annexation





Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.5
Consent

Department: Engineering Services - Project Management
Submitted by: City Engineer Michael Miller
Agenda Title: 2024/25 Road Maintenance Recovery Act (SB1) Funding and Projects

RECOMMENDED ACTION

Receive a list of proposed projects to be funded through Senate Bill No. 1 (SB 1) revenues and adopt a resolution which includes the 2024/25 Road Maintenance and Rehabilitation Account (RMRA) funds in the City's 2024/25 Capital Improvements Projects program budget and identifies a list of proposed projects that will utilize those funds.

SUMMARY

Senate Bill No. 1 (SB 1) was approved by the Governor on April 28, 2017, and filed with the Secretary of State on April 28, 2017. This bill created the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state's highway and local street and road systems. Funds generated include the Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund.

Participating in the SB 1 funding process, the City is required to follow the guidelines set by the California Transportation Commission (CTC). The CTC formally adopted the SB1 Local Streets and Roads (LSR) Annual Reporting Guidelines on August 16, 2017. These guidelines outline the process for cities and counties, including ours, to annually submit their project lists and expenditure reports to the CTC. This is crucial to establish eligibility for receiving SB 1 funds. At its March 21-22, 2018 meeting, the CTC adopted updated reporting guidelines, requiring that this list be submitted annually, no later than July 1, 2024.

These revenues were programmed into the approved 2025/28 Capital Improvements Project program. The approval of the project list is a strategic move to secure the City's allocation of SB 1 funding. However, it's important to note that this approval does not restrict the City from modifying the list as needed. This flexibility allows the City to adapt to unforeseen circumstances and ensure the most effective use of the funds. Actual expenditures will be tracked and reported according to the SB 1 reporting guidelines, maintaining transparency and accountability.

FISCAL IMPACT & FUNDING SOURCE(S)

SB1 funding for 2024/25 is projected to be in the amount of \$1,783,199.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. SB 1 – 24/25 Project List Resolution

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Tulare are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Tulare must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City of Tulare budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Tulare, will receive and estimated \$1,783,199 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City of Tulare is receiving SB 1 funding and will enable the City of Tulare to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Tulare has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Tulare used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Tulare maintain and rehabilitate streets and transportation infrastructure throughout the City of Tulare this year and similar projects into the future; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City of Tulare's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1. The foregoing recitals are true and correct.

Section 2. There are no newly proposed projects that will be funded with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues.

Section 3. The attached list of previously proposed and adopted projects (Exhibit A) will utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Tulare is reaffirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

EXHIBIT A

Previously Proposed and Adopted Projects

Project Title: Pratt Street Improvements

Description: Pavement Management System project to design and reconstruct Pratt Street between Bardsley Avenue and Inyo Avenue (SR137). Includes ADA Concrete work and Surface Water facilities.

Project Location: Pratt Street between Bardsley Avenue and Inyo Avenue (SR137)

Estimated Project Schedule: Start (07/20) – Completion (08/24)

Estimated Useful Project Life: 25 years

Project Title: Cross Avenue Improvements

Description: Pavement Management System project to design and reconstruct Cross Avenue between West Tulare Avenue and West Street. Includes ADA Concrete work, ADA traffic signal improvements as well as Surface Water infrastructure improvements.

Project Location: Cross Avenue between West Tulare Avenue and West Street

Estimated Project Schedule: Start (07/19) – Completion (06/25)

Estimated Useful Project Life: 25 years

Project Title: Elliott Tract Improvements

Description: Pavement Management System project to reconstruct streets within the existing Elliott Tract. Includes ADA Concrete work and Surface Water infrastructure improvements.

Project Location: Owens Avenue between West Street and Santa Clara Street; Los Angeles Street between Bardsley Avenue and Owens Avenue; Elm Avenue between West Street and Sacramento Street; Santa Clara Street between Bardsley Avenue and Inyo Avenue.

Estimated Project Schedule: Start (07/21) – Completion (08/24)

Estimated Useful Project Life: 25 years

Project Title: Apricot and Academy Improvements

Description: Utility project to design and reconstruct Apricot Avenue between O Street and Blackstone Street, and between San Joaquin Avenue and the Santa Fe Trail. Includes ADA Concrete work and Surface Water facilities.

Project Location: Apricot Avenue between Gem Street and Blackstone Street; Academy Avenue between Gem Street and Blackstone Street; Pine Drive between

Academy Avenue and Highland Street; La Mesa Drive between Academy Avenue and Blackstone Street; Gem Street between San Joaquin Avenue and Academy Avenue; Highland Street between San Joaquin Avenue and the Santa Fe Trail; and Olympic Court at Apricot Avenue.

Estimated Project Schedule: Start (07/21) – Completion (06/25)

Estimated Useful Project Life: 25 years

Project Title: **Sycamore and San Joaquin Improvements**

Description: Pavement Management System project to design and reconstruct streets between O Street and Blackstone Street, and between Tulare Avenue and San Joaquin Avenue. Includes ADA Concrete work and Surface Water infrastructure improvements.

Project Location: King Avenue between O Street and Cherry Street; Sycamore Avenue between Cherry Street and Blackstone Street; San Joaquin Avenue between O Street and Blackstone Street; Madden Street between Tulare Avenue and King Street; Delwood Street between Sycamore Avenue and San Joaquin Avenue; and Highland Street between Tulare Avenue and Sycamore Avenue.

Estimated Project Schedule: Start (07/21) – Completion (04/24)

Estimated Useful Project Life: 25 years

Project Title: **Various Streets Northeast of Tulare Avenue and Dayton Street**

Description: Pavement Management System / Utility project to design the reconstruction of various streets northeast of Tulare Avenue and Dayton Street. Includes ADA Concrete work and Surface Water facilities.

Project Location: Academy Avenue between Dayton Street and Laspina Street; Stanley Drive between Lane Street and Academy Avenue; La Mesa Avenue between Dayton Street and Spruce Street; Burton Avenue east of Lane Street; Miracle Court; Dayton Street between Tulare Avenue and La Mesa Avenue; Lane Street between Tulare Avenue and Burton Avenue; and Canby Street between Tulare Avenue and the Santa Fe Trail.

Estimated Project Schedule: Start (07/22) – Completion (06/26)

Estimated Useful Project Life: 25 years

Project Title: **Various Streets Northeast of Tulare Avenue and Canby Street**

Description: Pavement Management System / Utility project to design the reconstruction of various streets northeast of Tulare Avenue and Canby Street. Includes ADA Concrete work and Surface Water facilities.

Project Location: Tulare Avenue/Cheryl Lane Alley between Canby Street and Mt. View Street; Cheryl Lane at Laspina Street; Academy Avenue between

Laspina Street and Mt. View Street; Burton Avenue west of Laspina to east of Mt. View Street; Eastgate Avenue west of Laspina Street to Mt. View Street; Vineland Avenue between Laspina Street and Mt. View Street; and Fairwind Court at Vineland Avenue.

Estimated Project Schedule: Start (07/22) – Completion (06/26)

Estimated Useful Project Life: 25 years



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.6
Consent

Department: Engineering Services - Project Management
Submitted by: Michael Miller, City Engineer
Agenda Title: PK0033 Zumwalt Park Renovation Design Consultant Contract Amendment

RECOMMENDED ACTION

Authorize the City Manager or designee to sign a contract amendment for \$150,000 with RRM Design Group of San Luis Obispo, CA for additional construction support services related to City Project PK0033 – Zumwalt Park Renovation.

SUMMARY

On June 21, 2022, City Council approved a contract with RRM Design Group in the amount of \$653,850 for design services for the redevelopment of Zumwalt Park. RRM Design Group of San Luis Obispo, CA, is included on the list of pre-qualified architecture and landscape architecture consultants, and their proposal demonstrated that they have the skills, expertise, and resources available to meet the City's needs and timeframe to complete the design of the project. RRM's team included Lane Engineers of Tulare, CA to provide structural engineering, and Rose Sing of Visalia, CA for electrical engineering. During design, additional services were required in the amount of \$80,400. These services included the design of the new on-site restroom building, structural revisions and additional interior design services associated with the amphitheater building, and the preparation of Life Safety Plan exhibits.

RRM included \$55,670 of construction support in their original proposal. At the time of the design contract award, the City anticipated that this amount would be sufficient. However, based upon the final construction contract costs, this amount is significantly under what is typically seen as a percentage of construction cost. Additionally, due to this project's unique and intricate design, there have been a much higher degree of Contractor submittal reviews and requests for information. As a result, the City has exhausted the construction support budget incorporated into RRM's original proposal. Following a review of the level of services required to date and the work remaining, RRM has requested a contract amendment in an amount not to exceed \$150,000. This amount includes construction support from RRM and all of their sub-consultants for the remainder of the project. Considering this proposal is billed on a time and material basis, as needed, the City may only incur a portion of the amended cost proposal. The Project Management Division has reviewed the proposed contract addendum and determined that the proposed costs are reasonable and consistent with current design fees.

FISCAL IMPACT & FUNDING SOURCE(S)

Project Contingency - PK0033-050-0999

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes – Staff would work to incorporate any changes or recommendations directed by Council.
2. Deny – Should Council deny the request to amend the on-call design contract with RRM, the City will not have construction support thus not being able to provide the contractor with design and specification clarifications.
3. Table – Postponing the amendment to the contract with RRM would result in delay to the project schedule.

ATTACHMENTS

1. RRM Design Group Amendment Proposal

Reviewed/Approved: 



ADD. SERVICE AUTHORIZATION

Date: April 11, 2024	
Client: City of Tulare	Task ID Number: G
Project Name: Zumwalt Park Renovation Final Design	Project Number: 2625-04-RC22

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), entered into a Master On-Call agreement with the City of Tulare (the "Client") dated July 20, 2022 (the "Prime Agreement"). A purchase order was issued on July 1, 2023, for the project: Zumwalt Park Renovation Final Design (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Task G: Additional Construction Support

As described in the contract, due to the unknown nature of construction, and uncertainty about the level of involvement the project will require, we proposed this task as hourly (time and materials, not to exceed). RRM has reached the contracted amount and is requesting additional services to be authorized in time to ensure there are no disruptions to service.

The original budget allowed for an average of five hours per week for an assumed 12-month duration to accomplish the tasks and meetings in the contract. The actual amount of time to accomplish the tasks spent to date has been an average of 12 hours per week. In addition, the contract was amended to include a separate restroom building; however, the contract was not amended to include additional construction administration (CA) support budget to accompany this additional scope of work.

Please see below for the proposed additional services fee for construction support based on the most current schedule provided by Caliber Contracting with a completion date of November 2024. The total fee, including the requested additional CA Support is 7.3% of the project cost. This is lower than the industry standard of 8-10%.

Deliverables:

- *Respond to requests for information (RFI)*
- *Issue supplemental information/instructions*
- *Review payment applications*
- *Review change proposals and change orders*



- Prepare field observation reports when needed
- Prepare punch list
- Review of contractor provided “as-built” drawings and operations and maintenance manuals
- Review revisions and changes during construction
- Provide comment to contractor regarding missing RFI and ASI items
- Reproducible record drawing set scan in PDF format

Meetings:

- One (1) pre-construction meeting
- Up to six (6) on-site project meetings/construction observations
- One (1) preliminary punch list walkthrough
- One (1) final construction completion meeting

Estimated Fee: Time and Materials – Not to Exceed

- \$150,000 (see footnote)

Fee Footnote

Estimated fees for tasks shown as “Time and Materials – Not to Exceed” (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client.

Total Estimated Additional Fees: \$150,000

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

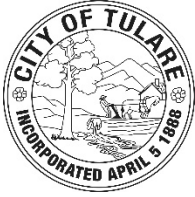
AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

d:\EgnyteDrive\On-site\2600\2625-04-RC22-Zumwalt-Park-Reno-Final-Design\Project-Management\Contracts\Addendums\ASA - Task G\ASA-Construction Support.docx



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.7
Consent

Department: Community Development - Housing
Submitted by: Gladys Avitia, Housing and Grants Specialist
Agenda Title: Manufactured Housing Opportunity and Revitalization Program Award

RECOMMENDED ACTION

Adopt a resolution to authorize the acceptance to incur an obligation for the Program Award, execute and deliver a Standard Agreement, and all other documents required or deemed necessary or appropriate to secure the Program Award from the California Department of Housing and Community Development and to participate in the Manufactured Housing Opportunity and Revitalization Program, and all amendments thereto.

SUMMARY

On December 18, 2023, the City of Tulare received a conditional award letter for \$1.5 million in the form of a forgivable loan from the Manufactured Housing Opportunity and Revitalization Program (MORE). MORE offers a variety of eligible Activities that are intended to keep mobile home parks a sustainable source of affordable housing in California. The City of Tulare has proposed to establish a rehabilitation and repair program available for all individual mobile homeowners and/or mobile home parks to apply. This program will prioritize applicants in the following order:

1. All applicant's income must not exceed 80% of the area median income.
2. Applicants who have a notice of violation from an enforcement agency requiring repairs
3. Applicants whose mobile home is requiring a repair(s) or alteration(s) where the homeowner has obtained a report from a licensed C-47 Manufactured Housing Contractor, licensed engineer, or licensed architect, detailing the conditions and the associated subsections of CCR.
4. Applicants with disabilities and/ or seniors (65+ years of age)
5. All other remaining applicants

City staff estimate that this program will benefit at least 7-8 mobile homeowners. Funds will be dispersed in the form of a forgivable loan, where the loan will be forgiven in its entirety after 20 years if terms of the loan are satisfied. Full payment will be required when the unit is sold, there is a transfer in ownership, or when the borrower ceases to use the property as their principal place of residence.

City staff conducted a Request for Proposal (RFP) process spanning from February 15th to March 18th, inviting organizations to submit proposals for administering the program and servicing loans. Self-Help Enterprises (SHE) was the sole respondent to the RFP, thus securing selection as the designated operator.

SHE will perform all duties required to implement the MORE Program. Program staff specializations will include the following: administrative analysts perform marketing, reporting, financial management, draw request, and regulation compliance duties for grant

administration; loan processors determine income eligibility, evaluate property value and total encumbrance, review appraisals, and aid originating, underwriting, packaging, and closing of MORE loans in accordance with program guidelines; and, an experienced rehabilitation specialist will identify needed repairs, collaborate with homeowners on project bids and securing a licensed contractor, monitor rehab work for compliance to state codes, local codes, and health and safety standards, process owner approved payments to contractors, and clear all construction liens at project completion.

Furthermore, the City will continue to manage its own loan servicing by way of monitoring for occupancy, insurance, and payment of property taxes, tracking payments, calculating payoffs, and processing demands, reconveyances, and default recovery.

City Staff are dedicated to supporting its residents and preserving the condition, livability, and affordability of the local housing stock. Our team anticipates that this grant will significantly contribute to the realization of these objectives and more.

FISCAL IMPACT & FUNDING SOURCE(S)

The MORE program application allows up to 17% of the award to be allocated for grant administration activities, such as contract/grant setup, draw submissions, and quarterly/annual report submissions. If awarded, City Staff recommend establishing a subrecipient agreement with Self-Help Enterprises to administer the MORE Program, as they have developed and implemented owner-occupied rehabilitation programs for over 40 years.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes: Housing and Grants Division will edit activity and/or award requests and accept the conditional award off.
2. Deny: The City will miss the opportunity to receive funding.
3. Table: Rescheduling consideration of this item will cause the City to miss the opportunity to accept the funding outlined in the conditional award.

ATTACHMENTS

1. Resolution

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE
AUTHORIZING THE ACCEPTANCE TO INCUR AN OBLIGATION FOR THE
PROGRAM AWARD, EXECUTE, AND DELIVER A STANDARD AGREEMENT, AND
ALL OTHER DOCUMENTS REQUIRED OR DEEMED NECESSARY OR
APPROPRIATE TO SECURE THE PROGRAM AWARD FROM THE CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND TO
PARTICIPATE IN THE MANUFACTURED HOUSING OPPORTUNITY AND
REVITALIZATION PROGRAM (MORE) PROGRAM, AND ALL AMENDMENTS
THERETO**

2023 Manufactured Housing and Opportunity Revitalization Program Application

WHEREAS, the California Department of Housing and Community Development ("Department"), as authorized by California Health & Safety Code § 50780 et seq, has issued a Notice of Funding Availability, dated May 2, 2023, as amended November 9, 2023 ("MORE NOFA"); and

WHEREAS, the City of Tulare, a Public Entity, submitted an application to the Department in response to the MORE NOFA ("Application") and in the foregoing capacity, was determined to be an eligible recipient under the MORE Program pursuant to that certain conditional award letter, dated December 18, 2023; and

WHEREAS, pursuant to the Conditional Award Commitment, the Department made a conditional award to the Public Entity in the amount of \$1,500,000; and

WHEREAS, the award expressly identified above will hereinafter be referred to as the "Program Award."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tulare, that the Public Entity ("City of Tulare") is hereby authorized and directed to act on its own behalf in connection with the Program Award.

BE IT FURTHER RESOLVED that the City of Tulare is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the total amount of the Program Award, the City of Tulare is authorized and directed to enter into, execute, and deliver the STD 213 Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure the Program Award from the Department and to participate in the MORE Program, and all amendments thereto (collectively, "Program Award Documents").

BE IT FURTHER RESOLVED that the City of Tulare acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213 Standard Agreement, and that the MORE NOFA and the Application will be incorporated by reference therein and made a part thereof. The City of Tulare also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the STD 213 Standard

Agreement. Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the STD 213 Standard Agreement.

BE IT FURTHER RESOLVED that the City Manager and/or their designee is hereby authorized to execute the Program Award Documents on behalf of the City of Tulare.

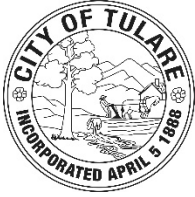
PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.8
Consent

Department: Engineering Services - Engineering
Submitted by: Michael Miller, City Engineer
Agenda Title: Summary Vacation of Public Utility Easement for Cartmill Commons

RECOMMENDED ACTION

Adopt a resolution summarily vacating a Public Utility Easement shown on Parcel Map No. 5414, recorded in Book 55 of Maps, at Page 22 of Official County Records, in the City of Tulare, County of Tulare, State of California to Cartmill Commons LLC, a California Limited Liability Company; and authorize the City Manager to sign the respective Certificate of Conveyance.

SUMMARY

Planning Commission Resolution No. 831, adopted on June 7, 2021, approved the tentative parcel map for the Cartmill Commons commercial development situated on the southwest corner of Cartmill Avenue and the Akers Street alignment. The commercial project spans approximately 23 acres and is being developed in phases. The Cartmill Commons parcel map created 10 commercially zoned parcels. As part of the Cartmill Commons parcel map, the developer recorded a 10-foot-wide public utility easement (PUE) centered on the property line between Parcel 3 and Parcel 10. The developer who intends to purchase Parcel 10 has requested removal of the PUE located on their parcel to eliminate a potential conflict with the development of that parcel. As per Section 8333 of the California Streets and Highway Code, the City may summarily vacate a PUE in any of the following cases:

- a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.
- c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

Currently, the PUE is not in use and has not been occupied by a public utility since its establishment as part of the recording of the parcel map. The developer for the Cartmill Commons commercial development has requested the City to quitclaim Parcel 10's portion of the PUE. The City has no need or purpose for retaining those rights and may summarily vacate said PUE as per Section 8333 (a) of the California Streets and Highway Code.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney to review resolution prior to recordation.

ALTERNATIVE ACTION

1. Approval with changes - Would likely have minimal effect on Cartmill Commons commercial development.
2. Deny - Could affect the development of Parcel 10 of the Cartmill Commons commercial development.
3. Table - Could delay development of the Cartmill Commons commercial development subdivision.

ATTACHMENTS

1. Resolution

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE SUMMARILY VACATING A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED ON PARCEL 10 OF PARCEL MAP NO. 5414, RECORDED IN BOOK 55 OF MAPS, AT PAGE 22 OF OFFICIAL COUNTY RECORDS, IN THE CITY OF TULARE, COUNTY OF TULARE

WHEREAS, Planning Commission Resolution No. 831, adopted on June 7, 2021, approved the tentative parcel map for the Cartmill Commons commercial development situated on the southwest corner of Cartmill Avenue and the Akers Street alignment; and

WHEREAS, Parcel Map No. 5414 of the Cartmill Commons development created ten commercially zoned parcels; and

WHEREAS, Parcel 10 of Parcel Map No. 5414 recorded a five-foot wide public utility easement along Parcel 10's northern property line; and

WHEREAS, the City Council of the City of Tulare hereby finds and determines that the public utility easement depicted on the map attached hereto as Exhibit B and more particularly described on Exhibit A, is no longer needed for public utility purposes; and

WHEREAS, the City may summarily vacate a public utility easement per Section 8333 (a) of the California Streets and Highway Code, if the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation; and

WHEREAS, the City Engineer has determined that the public utility easement is currently not in use and has not been occupied by a public utility since its establishment with the recording of Parcel Map No. 5414.

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

Section 1. Pursuant to Streets and Highway Code sections 8333 et seq., the public utility easement located along the northern property line of Parcel 10 of Parcel Map No. 5414 as generally depicted on the map attached hereto as Exhibit B and more particularly described in Exhibit A is hereby summarily vacated effective upon recordation of this Resolution in the Official Records of the County of Tulare, State of California.

Section 2. The Mayor is hereby authorized to execute this Resolution on behalf of the City of Tulare and the City Clerk is authorized to attest thereto.

Section 3. The City Clerk is authorized and directed to cause this Resolution to be recorded at the Official Records of the County of Tulare, State of California.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

EXHIBIT A

PUBLIC UTILITY EASEMENT TO QUITCLAIM - LEGAL DESCRIPTION

That 'Public Utility Easement' (PUE) lying over and across the North 5.00 feet of Parcel 10 as shown on Parcel Map No. 5414, recorded in Book 55 of Maps, at Page 22, of Tulare County Records.

EXHIBIT B

PUBLIC UTILITY EASEMENT TO QUITCLAIM



HWY 99

PARCEL 2

PARCEL 3

PARCEL 5

10.00' PUBLIC UTILITY
EASEMENT (PUE)
PER PM NO. 5414

5.00'

5.00'

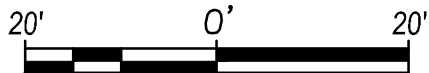
5.00'

PUE TO QUITCLAIM
(THAT PORTION LYING
WITHIN PARCEL 10)

PARCEL 10

PARCEL 6

PM NO. 5414
BK. 55 MAPS, PG. 22,
TULARE COUNTY RECORDS



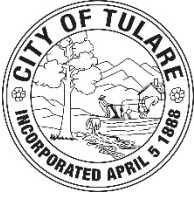
PREPARED BY:



4CREEKS

324 S. SANTA FE, STE. A
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215
www.4-creeks.com

ONE SHEET ONLY



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.9
Consent

Department: Human Resources
Submitted by: Shonna Oneal, Human Resources Director
Agenda Title: Rejection of Claim

RECOMMENDED ACTION

Reject the liability claim for damages filed on April 1, 2024, and amended April 22, 2024, by Attorney Daisy Perez on behalf of claimant Jessica Lopez-Suarez, FR 102012-22723.

SUMMARY

On April 1, 2024, the City received a liability claim for damages form filed by Attorney Daisy Perez on behalf of Jessica Lopez-Suarez. A Notice of Insufficiency was issued by the City on April 5. Attorney Daisy Perez submitted an Amended Claim on April 22, 2024. The claim is relating to a vehicle accident involving six vehicles on October 12, 2023, at or near Bardsley Avenue and S. Mooney Blvd. in Tulare. The claim names the City of Tulare for damages for loss of vehicle, injuries, and pain and suffering. The amount of the claim is an unlimited civil case exceeding \$1,000,000.

The claim has been filed with the Central San Joaquin Valley Risk Management Authority (RMA), and they have recommended that the claim be rejected and staff be directed to notify the claimant's attorney through a Notice of Rejection of Claim.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

This item was reviewed by the RMA Attorney and City Attorney.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Claim for Damages – Jessica Lopez-Suarez, FR 102012-22723

Reviewed/Approved: 

AA9343961.1.1.7

The Law Group, PC
1901 Avenue of the Stars, 2nd Floor
Los Angeles CA 90067

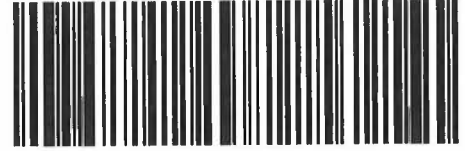
ATTACHMENT 1

HUMAN RESOURCES

APR 01 2024

RECEIVED

USPS CERTIFIED MAIL



9207 1901 4298 0400 2064 00

0009343961000011



Tulare City
411 E. Kern Avenue
Tulare CA 93274
USA

HUMAN RESOURCES

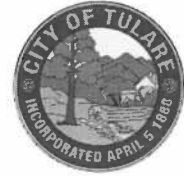
APR 01 2024

RECEIVED

Via certified mail
M. Sanchez

CITY OF TULARE
CLAIM FORM

Return completed form to: Risk Management
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
(559) 684-4202



(Please Type Or Print)

CLAIM AGAINST City of Tulare
(Name of Entity)

Claimant's name: Raul Lopez-Vazquez

SS#: _____ DOB: 02/01/1980 Gender: Male Female _____

Claimant's address: 1901 Ave of the Stars, 2nd floor, Los Angeles CA 9 Telephone: (877) 317-3117

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 10/12/2023

Date injuries, damages, or losses were discovered: 10/12/2023

Location of incident/accident: Bardsley Ave & S Mooney Blvd, Tulare, CA 93274

What did entity or employee do to cause this loss, damage, or injury? _____
Failed to properly maintain and operate traffic control lights

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____
City of Tulare

What specific injuries, damages, or losses did claimant receive? Total Loss of my vehicle

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]
\$30,000.00 (thirty thousand american dolars)

How was this amount calculated (please itemize)? Compensation for all the material damages and economic compensation.

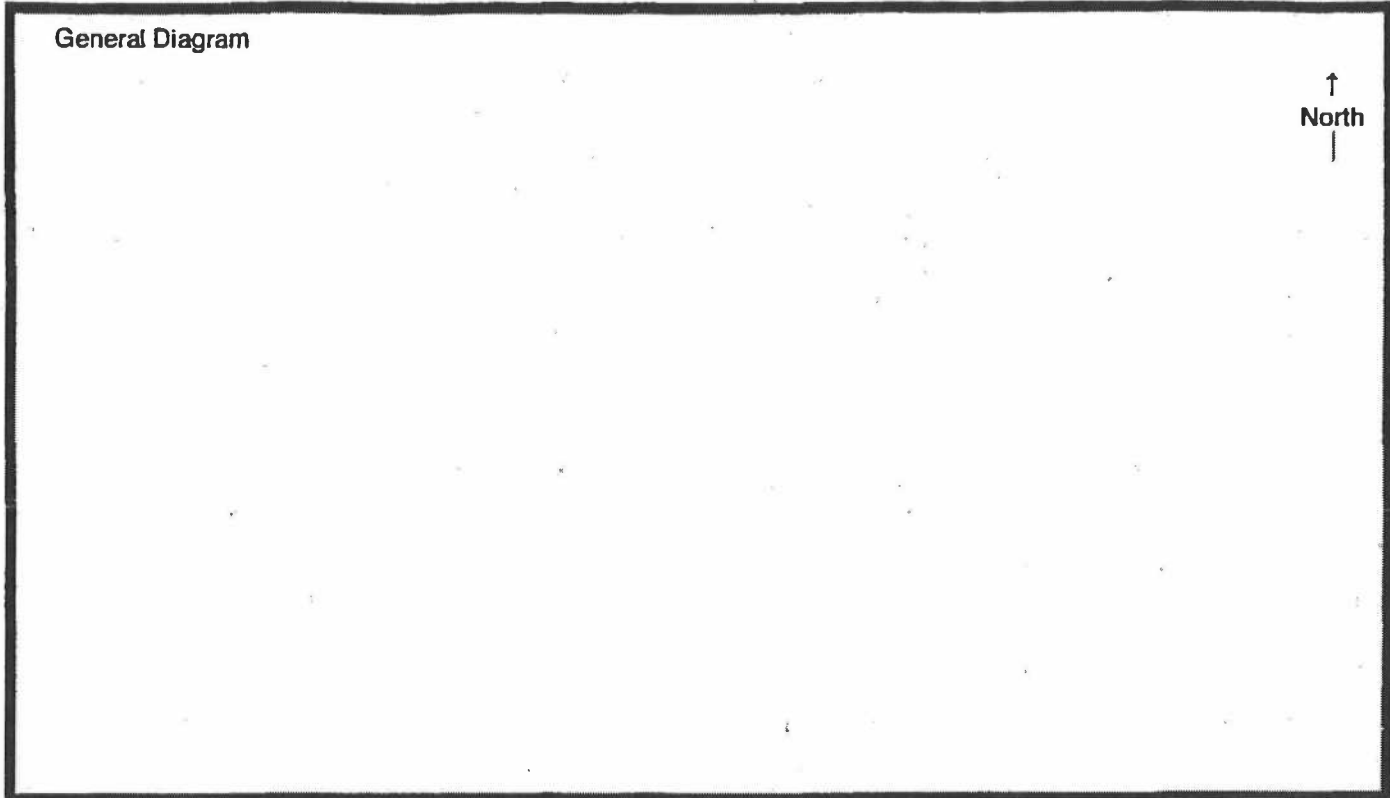
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 03/21/2024 Signature: Daisy Perez

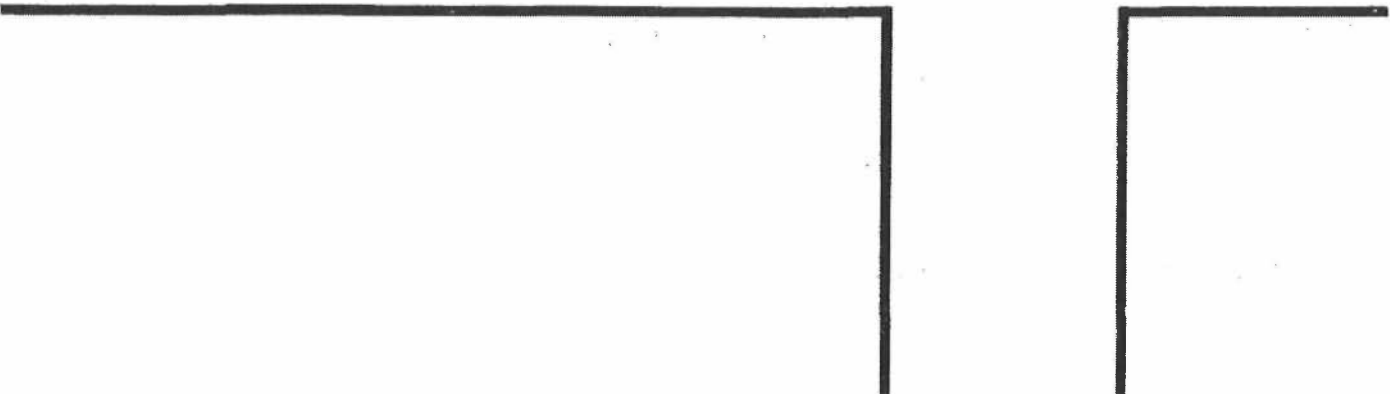
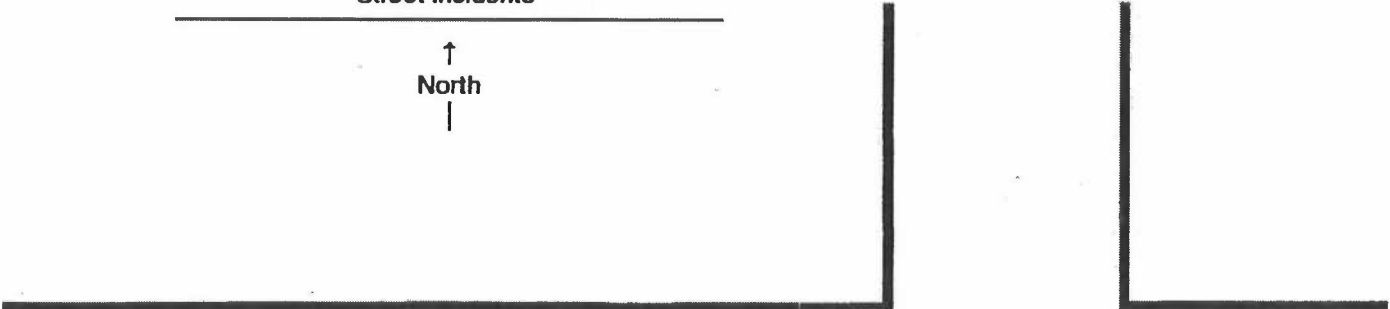
If signed by representative:
Representative's Name Daisy Perez Address 1901 Ave of the Stars, 2ND F Los Angeles, CA 9
Telephone # (877) 317-3117
Relationship to Claimant Attorney

DIAGRAMS

General Diagram



Street Incidents



PLEASE READ – IMPORTANT!

Your claim must be filed within six (6) months of the date of the incident (Government Code 911.2).

Complete the claim form in its entirety and return to the address at the top of the claim form.

Your claim will be forwarded to the Claims Administrator for review and it will either be settled or denied. You will be notified by mail of the decision.

If your claim is denied, you will have six months from the date of denial to initiate an action against the City (Government Code 945.6).

If you have questions, please call (559) 684-4202.

APR 01 2024

CITY OF TULARE CLAIM FORM

RECEIVED
Via Certified mail
- M Sanchez

Return completed form to: Risk Management
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
(559) 684-4202



(Please Type Or Print)

CLAIM AGAINST City of Tulare
(Name of Entity)

Claimant's name: Jessica Lopez-Suarez

SS#: _____ DOB: 10/28/2001 Gender: Male _____ Female _____

Claimant's address: 1901 Ave of the Stars, 2nd floor, Los Angeles CA 9 Telephone: (877) 317-3117

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 10/12/2023

Date injuries, damages, or losses were discovered: 10/12/2023

Location of incident/accident: Bardsley Ave & S Mooney Blvd, Tulare, CA 93274

What did entity or employee do to cause this loss, damage, or injury? _____

Failed to properly maintain and operate traffic control lights

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

City of Tulare

What specific injuries, damages, or losses did claimant receive? Total Loss of my vehicle and,

I suffered severe bodily injuries, currently treating with multiple medical doctors

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$1,000,000.00 (one million american dollars)

How was this amount calculated (please itemize)? Compensation for my injuries, multiple medical bills, material damages etc

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 03/21/2024 Signature: Daisy Perez

If signed by representative:

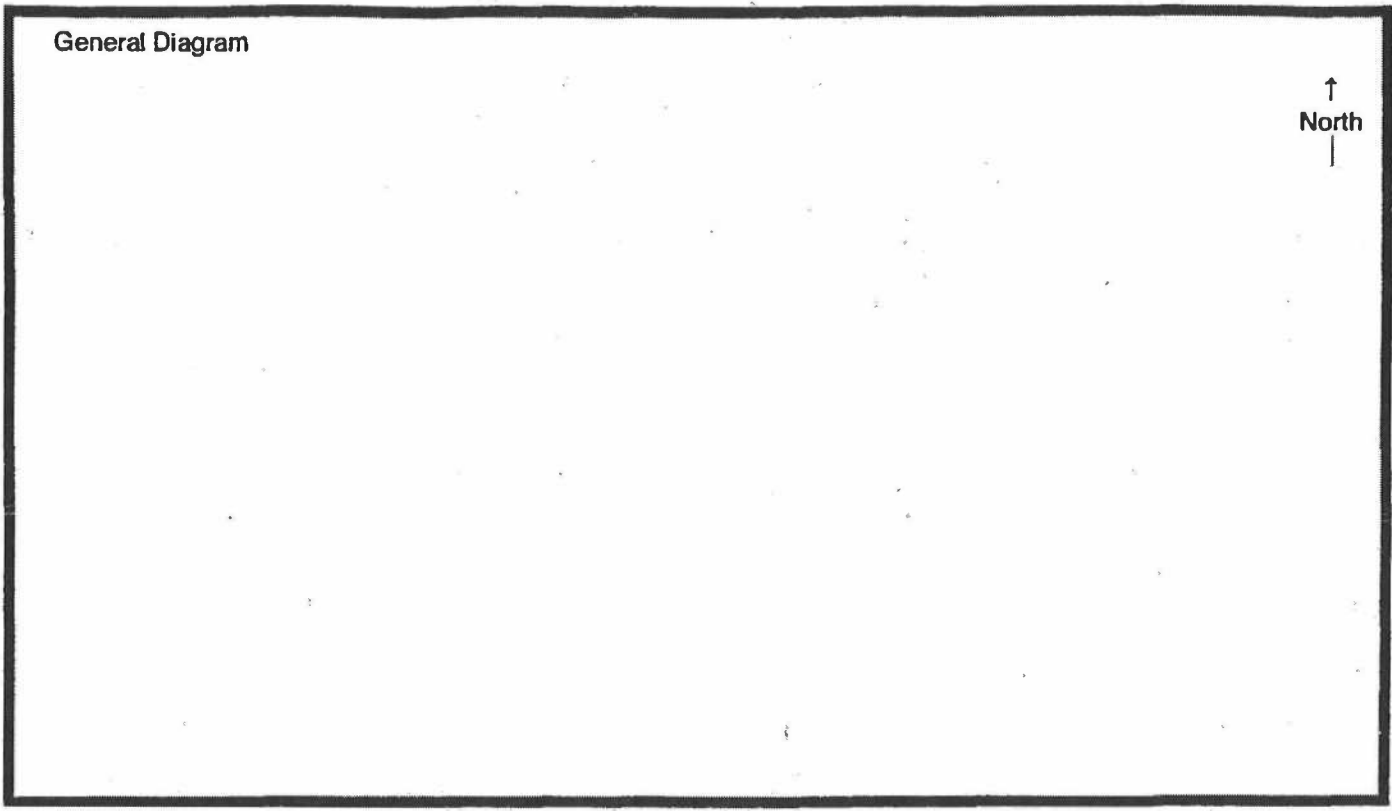
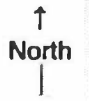
Representative's Name Daisy Perez Address 1901 Ave of the Stars, 2ND F Los Angeles, CA 9

Telephone # (877) 317-3117

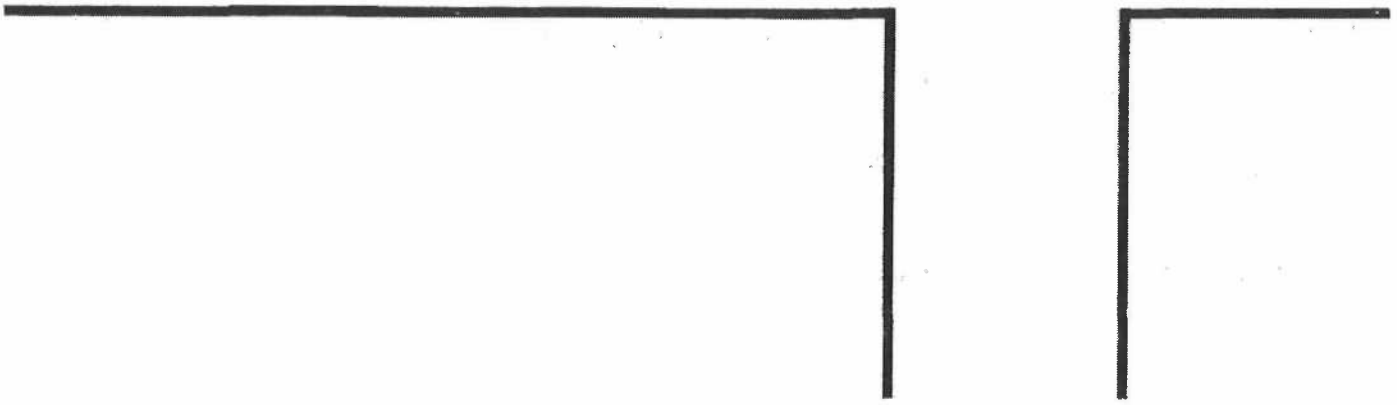
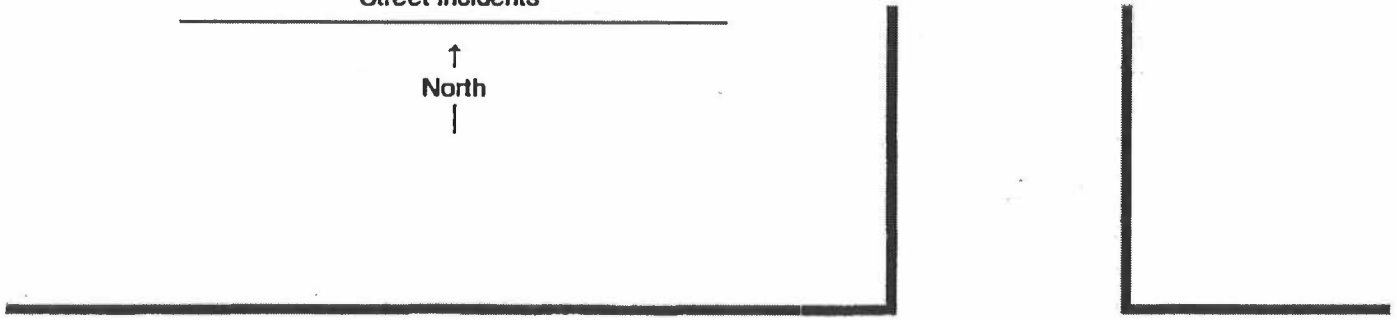
Relationship to Claimant Attorney

DIAGRAMS

General Diagram



Street Incidents



PLEASE READ – IMPORTANT!

Your claim must be filed within six (6) months of the date of the incident (Government Code 911.2).

Complete the claim form in its entirety and return to the address at the top of the claim form.

Your claim will be forwarded to the Claims Administrator for review and it will either be settled or denied. You will be notified by mail of the decision.

If your claim is denied, you will have six months from the date of denial to initiate an action against the City (Government Code 945.6).

If you have questions, please call (559) 684-4202.

CITY OF TULARE CLAIM FORM

HUMAN RESOURCES

Return completed form to: Risk Management City of Tulare 411 E. Kern Avenue Tulare, CA 93274 (559) 684-4202



APR 22 2024 RECEIVED

(Please Type Or Print)

CLAIM AGAINST City of Tulare (Name of Entity)

Claimant's name: Jessica Lopez-Suarez

SS#: DOB: 10/28/2001 Gender: Male Female [checked]

Claimant's address: 1631 Terry Ct Porterville CA 93257 Telephone: (323) 902-9886

Address where notices about claim are to be sent, if different from above: 1901 Ave of the Stars, 2nd floor, Los Angeles CA 90067

Date of incident/accident: 10/12/2023

Date injuries, damages, or losses were discovered: 10/12/2023

Location of incident/accident: Bardsley Ave & S Mooney Blvd, Tulare, CA 93274

What did entity or employee do to cause this loss, damage, or injury? City of Tulare failed to properly maintain and operate traffic control lights which caused injuries (Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Tulare failed to operate and or maintain traffic control lights, exact names are unknown

What specific injuries, damages, or losses did claimant receive? Total Loss of my vehicle and, I suffered injuries to my neck, back and headaches, I am under medical treatment, med recs will be produced once complete (Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] Unlimited Jurisdiction Court, \$1,000,000.00

How was this amount calculated (please itemize)? Compensation for my injuries, pain and suffering, multiple medical, bills, material damages etc (Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 03/21/2024 Signature: Daisy Perez

If signed by representative: Representative's Name Daisy Perez Address 1901 Ave of the Stars, 2ND F Los Angeles, CA 9 Telephone # (877) 317-3117 Relationship to Claimant Attorney

PLEASE READ – IMPORTANT!

Your claim must be filed within six (6) months of the date of the incident (Government Code 911.2).

Complete the claim form in its entirety and return to the address at the top of the claim form.

Your claim will be forwarded to the Claims Administrator for review and it will either be settled or denied. You will be notified by mail of the decision.

If your claim is denied, you will have six months from the date of denial to initiate an action against the City (Government Code 945.6).

If you have questions, please call (559) 684-4202.



NOTICE OF INSUFFICIENCY OF CLAIM AND RETURN WITHOUT ACTION

Date: 04/05/2024

Date of Claim: 04/01/2024

To: Jessica Lopez-Suarez c/o Daisy Perez
1901 Ave of the Stars, 2nd F, Los Angeles 90067

This is to advise you that your Claim has been reviewed, evaluated, and found to be deficient for the reason circled below:

- 1. The Claim fails to state the name and mailing address of the claimant. name & add
- 2. The Claim is not signed.
- 3. The Claim fails to state the mailing address to which the person desires notices to be sent.
- 4. The Claim does not provide enough information to determine when, where, and/or how the incident/accident occurred.
- 5. The Claim does not provide enough information to determine what the loss, damage, or injury is: bodily injuries, such as neck, back and headaches
- 6. The Claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure.unmaintained lights
- 7. The Claim does not comply with Government Code 910(f) as to the amount sought or the court of appropriate jurisdiction. unlimited jurisdiction
- 8. The Claim does not provide the name(s) of any of our employees who may be responsible for the incident/accident.
- 9. The Claim does not comply with Government Code 910.4(a) in that all claims against a public entity shall be submitted on a claim form supplied by the public entity.

The Claim will not be acted upon for fifteen (15) days from the date of this Notice to allow for your amendment of this Claim.

WARNING: A claim that is deficient or does not contain sufficient information, as required by law, may not be considered to have been filed in a timely manner and may prevent the prosecution of a lawsuit based on the incident/accident which is the subject of this Claim.

PROOF OF SERVICE

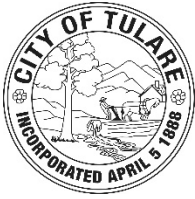
On April 5, 2024, I served the within NOTICE OF INSUFFICIENCY OF CLAIM on the claimant by placing a true copy thereof enclosed in sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Tulare, California on April 5, 2024.

Maegon Peton



[Signature]
Deputy City Clerk



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 7.10
Consent

Department: Information Technology Services
Submitted by: Jason Bowling, Chief Technology Officer
Agenda Title: Zumwalt Park Security Cameras and Wi-fi Contract

RECOMMENDED ACTION

Authorize the City Manager to sign a contract for \$120,575.22 for the purchase and mounting of security cameras, wi-fi access points, and required cabling and equipment for Zumwalt Park with AMS.net of Livermore California, utilizing the cooperative purchasing agreements Omnia Partners contract #R200803 and Merced County FOCUS contract #2021092; and authorize the City Manager or designee to approve contract change orders up to 10%, or \$12,057.52, of the original contract amount.

SUMMARY

On September 19, 2023, Council awarded contracts for capital improvement project PK0033 - Zumwalt Park Renovation. This project was included and approved as a part of the City's 2023-2028 CIP program budget. In addition to the amenities that the renovated park will provide, video surveillance and a Wi-Fi system is necessary. The video surveillance system is necessary to meet insurance requirements for the operator, as well as give law enforcement general information regarding activities taking place at the venue. The Wi-Fi system as designed is intended to enable the public who attend an event at the venue to join the wi-fi to access the Internet if desired. Additionally, the venue operator will have a separate wireless network that will be used for point-of-sale activities. The camera system and the wi-fi are planned together and share common infrastructure to help reduce costs. Both the camera system as well as the wi-fi system have the ability to be enhanced to increase coverage or density in the future if required.

The proposed video surveillance system would conform to the same enterprise standard that is being used for all new camera installations for the City of Tulare. This is a cloud-based system that allows substantial flexibility and expandability. For the Wi-Fi, the Information Technology Division reviewed multiple vendor designs before settling on the proposed solution as the best fit. It is a high-quality solution that is currently in use at some professional sports venues but scaled down to fit our smaller venue. The vendor will be installing cameras, access points and required cabling, but the City's Information Technology team will be configuring both systems and required infrastructure.

AMS.net is an experienced technology solution provider that has been in business for over 30 years and works primarily with governmental and educational agencies in California. The Fast-Open Contracts Utilization Services (FOCUS) program established under State of California procurement guidelines (Gov. Code 25330-25338) is a competitively bid procurement vehicle for counties, cities, schools, to use in the direct purchase of technology needs through established public entity (County) contracts. The purpose of this FOCUS program is to provide the means for counties, cities, schools, special districts, and other government entities in California and nationally to purchase needed technology solutions through a formally bid

contractual relationship. The selected wi-fi gear is not available on FOCUS contract and is proposed to be acquired using Omnia Partners, which is another commonly used cooperative purchasing contract.

FISCAL IMPACT & FUNDING SOURCE(S)

On September 19, 2023, Council approved project PK0033 for Zumwalt Park Renovations. Included in that project were contingency funds. This project will be funded using those contingency funds; PK0033-050-0999. The contract total with tax is \$120,575.22.

LEGAL REVIEW

The proposed contract was reviewed by the City Attorney.

ALTERNATIVE ACTION

1. Approve with changes – Staff could work to incorporate any changes or recommendations directed by Council.
2. Deny – If Council were to deny the contract, there are insurance implications for the Zumwalt park operator regarding security cameras and the use of point-of-sale technology.
3. Table – Postponement of the contract signing with AMS.net could result in the expiration of their proposal, and potential loss of their services.

ATTACHMENTS

1. AMS.net Proposal

Reviewed/Approved: 



AMS.NET
Technology Solution Provider

Technology Solution Proposal



Executive Summary

Introduction

The AMS.NET team is pleased to have the opportunity to present the following proposal to City of Tulare. Our proposal details the products, technologies, and services offered by our organization. The solutions proposed are based on our discussions with City of Tulare and our extensive experience delivering business outcomes to similar organizations for more than 25 years. Our industry expertise, technology vision and people enable us to deliver a unique customer experience and successful implementation.

AMS.NET, Inc. is able to provide a full line of products, services and support for the following technologies:

- Collaboration/Video
- Paging/Messaging
- Wireless/Mobility
- Network Infrastructure/Storage
- Data Center/Virtualization
- Network Security/Content Security/Cyber Threat
- Physical Security/Video Surveillance
- Structured Wiring
- Maintenance/Managed Services

Please refer to our customer price quote that is included in this proposal for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.



Project Cost Summary – City of Tulare

Project Information

City of Tulare - Zumwalt Stadium Networks -
 101077
 Project # 101077
 April 5, 2024

Account Manager

Sean Harrington
 sharrington@ams.net
 (559) 547-2867

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00077105	Zumwalt Park - Video Surveillance - 101077 - Rv1 Focus Contract - 2021092	\$23,726.64	\$1,426.70	\$25,153.34
Q-00077114	Zumwalt Park - Video Surveillance - Cabling FOCUS Contract# 2021092	\$21,798.53	\$410.82	\$22,209.35
Q-00078932	Zumwalt Stadium - [REDACTED] Firewall (3Y) - 101077 - Focus - Rv1 Focus Contract - 2021092	\$8,226.51	\$657.64	\$8,884.15
Q-00077392	Zumwalt Stadium Networks - Cabling rv1 FOCUS Contract# 2021092	\$29,648.81	\$713.97	\$30,362.78
Q-00078186	Zumwalt Stadium Wireless (NBD 3Y) - 101077 - Omnia Contract - Rv2 Omnia Contract R200803 Drop ship, no Labor	\$32,111.45	\$1,854.15	\$33,965.60

Project Summary

Project Total	\$115,511.94
Estimated Total Taxes	\$5,063.28
Grand Total	\$120,575.22

Vendor: AMS.NET
 Address: 502 Commerce Way, Livermore, CA 94551
 Phone: 925-245-6100
 SPIN: 143005880



Customer Quotations

Customer

City of Tulare
 411 E Kern Ave Tulare, CA 93274-4257
 ATTN:

Project Name	City of Tulare - Zumwalt Stadium Networks - 101077
Project #	101077
Account Mgr.	Sean Harrington
AM Phone	(559) 547-2867
AM Email	sharrington@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00077105, Zumwalt Park - Video Surveillance - 101077 - Rv1					
1	LIC-5Y Verkada 5-Year Command Cloud License For Verkada Cameras	Verkada	6.00	\$647.28	\$3,883.68
2	CB62-2TBTE-HW Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention	Verkada	1.00	\$2,879.28	\$2,879.28
3	ACC-MNT-11 Square Junction Box Mount	Verkada	1.00	\$64.08	\$64.08
4	CF81-90E-HW CF81-E Outdoor Fisheye Camera, 90 Days	Verkada	1.00	\$2,447.28	\$2,447.28
5	CD62-90E-HW CD62-E Outdoor Dome Camera, 2TB, 90 Days Max	Verkada	3.00	\$2,519.28	\$7,557.84
6	CP52-1P5TBE-HW CP52 Outdoor PTZ Camera, 1.5TB, 90 Days Max	Verkada	1.00	\$3,815.28	\$3,815.28
7	ACC-POE-60W Verkada PoE++ 60W Injector, GigE	Verkada	1.00	\$107.28	\$107.28
8	ACC-MNT-XLARM-1 Large Arm Mount (PTZ)	Verkada	1.00	\$114.48	\$114.48
9	ACC-MNT-POLE-1 Pole Mount	Verkada	1.00	\$150.48	\$150.48
10	ACC-MNT-8 Verkada ACC-MNT-8 - camera pendant cap	Verkada	1.00	\$49.68	\$49.68



11	ACC-MNT-7 Angle Mount fisheye and dome cameras 30 degrees from wall for improved field of view	Verkada	1.00	\$107.28	\$107.28
12	AMS-NI-VS-CLOUD-CAMERA-FIXED Single Imager Cloud IP Camera Turn Key Configuration (Mounting Not Included); Site survey, Camera System Design, Dashboard and Network config., Onsite focus and Onsite focus and documentation. Complete testing.	AMS.NET	5.00	\$250.00	\$1,250.00
13	AMS-NI-VS-CLOUD-CAMERA-PTZ Turn Key Solution includes: Camera unboxing, documenting, labeling. The PTZ camera will be powered up, added to the dashboard and test to verify there is no defects. Once cameras are tested we will re-box the cameras and deliver to site. AMS.NET will work with the customer to change cameras names, setup touring/sentry mode, set presets and adjust security access in the appropriate location. (Mounting is not included and will be quoted separately).	AMS.NET	1.00	\$500.00	\$500.00
14	AMS-NI-PM-FOC Labor: Project Manager	AMS.NET	4.00	\$200.00	\$800.00
15	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$23,726.64
				Estimated Tax:	\$1,426.70
				Quote Total:	\$25,153.34

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00077114, Zumwalt Park - Video Surveillance - Cabling					
1	7133800 UTP 23/4PR CAT6 GS6 PVC Blue	General Cable	1.00	\$231.43	\$231.43
2	258330804 OSP, Black Unshielded Twisted Pair CM-LS	Paige Datacom	1.00	\$1,285.71	\$1,285.71
3	FC-ICCP1MBU INDOOR CONNECTOR CORD BLU W/LOOSE CAT6A UTP PLENUM RJ45 CORD 1 METER	Panduit	6.00	\$32.89	\$197.34
4	NK688MBU PANDUIT NET-KEY CAT6 JACK 8P8W RJ45 BLUE	Panduit	6.00	\$7.50	\$45.00
5	65970 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	15.00	\$15.91	\$238.65
6	641064 3/4" EMT Connector	Platt Electric	10.00	\$2.91	\$29.10
7	641068 3/4" EMT Coupler	Platt Electric	8.00	\$3.03	\$24.24
8	65992 3/4" Liquid Tight (Per ft Pricing)	Platt Electric	12.00	\$3.10	\$37.20

9	66773 3/4" Liquid Tight Connector	Platt Electric	6.00	\$4.51	\$27.06
10	65975 3/4" Rigid Coupler	Platt Electric	6.00	\$4.17	\$25.02
11	002527 3/4" Malleable Iron Pipe Strap	Appleton	30.00	\$1.70	\$51.00
12	078541 3/4" Malleable Iron Clamp Base	Appleton	30.00	\$2.59	\$77.70
13	297855 3/4" Single Gang RACO box	Platt Electric	6.00	\$7.10	\$42.60
14	295589 Single Gang RACO Cover	Platt Electric	6.00	\$1.51	\$9.06
15	125172 3/4" Conduit Body - Type LB	Platt Electric	3.00	\$16.21	\$48.63
16	016413 3/4" Rigid 8" Nipple	Generic-Conduit	6.00	\$10.15	\$60.90
17	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	20.00	\$4.58	\$91.60
18	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	2.00	\$71.43	\$142.86
19	AMS-CP-CONSUMABLES Cabling Consumables: Tape ,String, Labels, Lube	Cabling	1.00	\$35.71	\$35.71
20	AMS-CP-HARDWARE-MISC Bucket Truck	Cabling	2.00	\$1,136.36	\$2,272.72
21	AMS-FREIGHT Freight and Handling	None	1.00	\$25.00	\$25.00
22	AMS-CI-CT-PW Labor: Cabling - Prevailing Wage AMS.NET will install CAT6 cabling for (6) new Cameras Installation includes CAT6 install, Conduit pathway installation, installation of Camera mounts, Cameras, POV and Focus. (2) - Mounted on the City Hall building focusing on the park/entrance. (1) - Mounted on the Gazebo focusing on the bar. (3) - Mounted on the amphitheater. 1 focusing on the loading area, 1 on the back of the stage facing the stage/audience, 1 on the front of the stage focusing back on the stage.	AMS.NET	96.00	\$160.00	\$15,360.00
23	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	8.00	\$180.00	\$1,440.00
				Subtotal:	\$21,798.53

Estimated Tax:	\$ 410.82
Quote Total:	\$22,209.35

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00078932, Zumwalt Stadium - [REDACTED] Switch and Firewall (3Y) - 101077 - Focus - Rv1					
1	[REDACTED]	[REDACTED]	2.00	\$1,068.65	\$2,137.30
2	[REDACTED]	[REDACTED]	2.00	\$127.60	\$255.20
3	[REDACTED]	[REDACTED]	1.00	\$5,750.81	\$5,750.81
4	[REDACTED]	[REDACTED]	2.00	\$41.60	\$83.20
5	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
Subtotal:					\$8,226.51
Estimated Tax:					\$ 657.64
Quote Total:					\$8,884.15

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00077392, Zumwalt Stadium Networks - Cabling rv1					
1	7133800 UTP 23/4PR CAT6 GS6 PVC Blue	General Cable	3.00	\$231.43	\$694.29
2	C6-ODBK-10-ENC Cat6 Category 6 Outdoor Rated All Weather 550mhz Patch Cord Booted nagless - 10FT BLACK	eNet Components	13.00	\$35.71	\$464.23
3	258330804 OSP, Black Unshielded Twisted Pair CM-LS	Paige Datacom	2.00	\$1,285.71	\$2,571.42
4	NKPP24FMY NETKEY 24PT FLUSH MT PTCH PANEL	Panduit	2.00	\$34.29	\$68.58
5	NK688MBU PANDUIT NET-KEY CAT6 JACK 8P8W RJ45 BLUE	Panduit	26.00	\$7.50	\$195.00
6	65970 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	44.00	\$15.91	\$700.04
7	641064 3/4" EMT Connector	Platt Electric	36.00	\$2.91	\$104.76

8	641068 3/4" EMT Coupler	Platt Electric	22.00	\$3.03	\$66.66
9	65992 3/4" Liquid Tight (Per ft Pricing)	Platt Electric	16.00	\$3.10	\$49.60
10	66773 3/4" Liquid Tight Connector	Platt Electric	8.00	\$4.51	\$36.08
11	65975 3/4" Rigid Coupler	Platt Electric	16.00	\$4.17	\$66.72
12	002527 3/4" Malleable Iron Pipe Strap	Appleton	88.00	\$1.70	\$149.60
13	078541 3/4" Malleable Iron Clamp Base	Appleton	88.00	\$2.59	\$227.92
14	297855 3/4" Single Gang RACO box	Platt Electric	10.00	\$7.10	\$71.00
15	295589 Single Gang RACO Cover	Platt Electric	10.00	\$1.51	\$15.10
16	125172 3/4" Conduit Body - Type LB	Platt Electric	12.00	\$16.21	\$194.52
17	366147 Arlington LPCG757 Cord Connector, Low Profile, 3/4", Non-Metallic	Platt Electric	13.00	\$5.21	\$67.73
18	297855 3/4" Single Gang RACO box	Platt Electric	13.00	\$7.50	\$97.50
19	295589 Single Gang RACO Cover	Platt Electric	13.00	\$1.51	\$19.63
20	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	5.00	\$71.43	\$357.15
21	AMS-CP-CONSUMABLES Cabling Consumables: Tape ,String, Labels, Lube	Cabling	2.00	\$35.71	\$71.42
22	AMS-CP-HARDWARE-MISC Bucket Truck	Cabling	2.00	\$1,136.36	\$2,272.72
23	31-388 IDEAL Pulling Lubercant 1 Quart	Erico	1.00	\$18.57	\$18.57
24	JETLINE 6500' PULL STRING	Jetline	1.00	\$58.57	\$58.57
25	AMS-FREIGHT Freight and Handling	None	1.00	\$50.00	\$50.00



26	AMS-CI-CT-PW Labor: Cabling - Prevailing Wage AMS.NET will install CAT6 cabling for (13) new exterior WAP device locations. Installation includes CAT6 install, Conduit pathway installation from the IDF locations on the restroom and theater buildings and from the point of entry on the gazebo, and installation of Exterior WAP devices. Exclusions: AMS.NET will not be responsible for electrical circuits, underground conduit installation, and any above ground conduit installation that exceeds what has been detailed within the scope of work.	AMS.NET	104.00	\$160.00	\$16,640.00
27	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	24.00	\$180.00	\$4,320.00
				Subtotal:	\$29,648.81
				Estimated Tax:	\$ 713.97
				Quote Total:	\$30,362.78

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00078186, Zumwalt Stadium Wireless (NBD 3Y) - 101077 - Omnia Contract - Rv2					
1	XIQ-PIL-S-C-EW ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (3 year)	Extreme Networks	13.00	\$211.50	\$2,749.50
2	AP5050U-WW EXTREME NETWORK INC:Outdoor Tri Radio WiFi 6E AP (4x44) 2.4 GHz 5GHz 6GHz Multirate Port Internal Omni antennas. Mounting sold separately Domain World Sku	Extreme Networks	1.00	\$1,559.60	\$1,559.60
3	KT-150173-01 KIT: AP7161 12" MOUNTING EXT ARM	Extreme Networks	1.00	\$78.80	\$78.80
4	97004-AP5050U-WW EW NBD AHR AP5050U-WW (3Y)	Extreme Networks	1.00	\$487.05	\$487.05
5	MBO-ART03 EXTREME NETWORK INC:MBO-ART03 2-Axis Rotational Variable Extension Mtg Brkt for Outdoor Access Points	Extreme Networks	1.00	\$120.00	\$120.00
6	AP5050D-WW EXTREME NETWORK INC:Outdoor Internal Directional Antenna Tri Radio WiFi 6E AP (4x44) 2.4 GHz 5GHz 6GHz Multirate Port Directional Antennas software selectable 30 degrees or 70 degrees. Mounting sold separately. Domain World Sku	Extreme Networks	10.00	\$1,999.60	\$19,996.00
7	97004-AP5050D-WW EW NBD AHR AP5050D-WW (3Y)	Extreme Networks	10.00	\$624.75	\$6,247.50
8	AP3000-WW EXTREME NETWORK INC:Indoor Dual Radio WiFi 6E AP 2.4 GHz and 5 GHz or 5GHz and 6GHz Multirate Port Internal antennas. BLE/Zigbee. Inc Mt (AH-ACC-BKT-AX-TB). Domain World SKU	Extreme Networks	2.00	\$360.00	\$720.00
9	97000-AP3000-WW EXTREME NETWORK INC:EW TAC OS AP3000-WW (3Y)	Extreme Networks	2.00	\$76.50	\$153.00



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10	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
				Subtotal:	\$32,111.45
				Estimated Tax:	\$1,854.15
				Quote Total:	\$33,965.60

Order Summary

Project Total	\$115,511.94
Estimated Total Taxes	\$5,063.28
Grand Total	\$120,575.22

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. Cisco and Meraki orders cannot be modified starting at 50 days prior to the current estimated ship date. Cisco and Meraki have a no return for credit RMA policy. Please make sure your order is accurate before AMS.NET places the order with the manufacturer. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net.

A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/.

8. The laws of the State of California will apply to this sale.
9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine



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that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

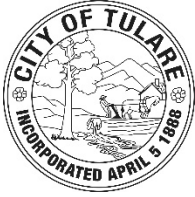
AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 8.1
Public Hearing

Department: Community Development - Housing
Submitted by: Gladys Avitia, Housing and Grants Specialist
Agenda Title: Proposed Annual Action Plan for Fiscal Year 2024

RECOMMENDED ACTION

Adopt a resolution approving Community Development Block Grant Annual Action Plan to allocate approximately \$600,000 to public infrastructure and facility improvements, \$109,000 to services for people experiencing homelessness, \$185,000 to affordable housing preservation, and \$130,000 to CDBG program administration; and authorize the City Manager or their designee to submit the same to US Department of Housing and Urban Development on behalf of the City of Tulare.

SUMMARY

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974. Its primary objective is the development of viable urban communities through distinct national objective and eligible activities. Local administration of the CDBG Program is overseen by the City’s Community Development Department in cooperation with other City departments. Through the Annual Action Plan (AAP) process, the City Council and Department staff forward activities that meet the goals identified under the City’s 2020-2024 CDBG Consolidated Plan (ConPlan) and the national objectives and requirements of the CDBG Program as determined by the U.S. Department of Housing and Urban Development (HUD). On May 5, 2020, the City Council adopted the ConPlan for use of CDBG funds following comprehensive public outreach, meetings, and consultation with other organizations and agencies. For reference, the prioritized goals of the current five-year ConPlan period include those listed below.

Table 1 – 2020-2024 Consolidated Plan Strategic / Priority Needs

1) Provide public infrastructure and facility improvements for moderate- and low-income households.
2) Provide direct assistance and/or housing for people experiencing homelessness and those at-risk.
3) Improve access to affordable housing for moderate- and low-income households and for people with special needs.
4) Provide public services for moderate- and low-income households and for people with special needs.
5) Improve access to employment and training opportunities for moderate- and low-income households, people with special needs, and people experiencing homelessness.
6) Provide professional and high-quality grant administration and fair housing services.

Between February 15 and March 18, Department staff held a Request for Proposals (RFP) period, sought public comment, held two public meetings, and consulted with local organizations and other City staff to gather information and proposals for the Fiscal Year (FY) 2024 CDBG Action Plan. An array of local agencies and organizations were notified of the

CDBG funding opportunity and encouraged to propose activities. The City received seven (7) applications from seven (7) different entities prior to the close of the RFP period on Monday, March 18, 2024. Table 2 provides a brief overview of the applications and associated funding requests. Department staff reviewed applications according to criteria including, but not limited to, how a proposed activity and/or its sponsor: a) benefits low- and moderate-income households b) demonstrates cost reasonableness and effectiveness; c) experience and past performance; and d) management and implementation approach.

Table 2 – Applications for 2024 CDBG Funds

Category	Activity Name	Budget
Public Infrastructure and Facilities	<ul style="list-style-type: none"> • Planning Project – Academy & Apricot Improvements • Initial construction costs for the Dog Park • Initial construction costs for the Homeless Shelter 	<ul style="list-style-type: none"> • \$390,000 • \$350,000 • \$600,000
Public Services	<ul style="list-style-type: none"> • Upwards: Technical assistance training to small daycare providers • Salt + Light: Outreach, relationship management, and Support services for tenants at Santa Fe Commons 	<ul style="list-style-type: none"> • \$112,000 • \$47,900
Affordable Housing	<ul style="list-style-type: none"> • Habitat for Humanity: Minor Home Rehabilitation Program • Self-Help Enterprises: Minor Home Rehabilitation Program 	<ul style="list-style-type: none"> • \$150,000 • \$150,000
*Program Administration and Planning	<ul style="list-style-type: none"> • Housing and Grants Division responsible for management and oversight of the grant, as well as funding for Public Information, Advertising, Supplies, and Training 	<ul style="list-style-type: none"> • \$130,000

Total expected funding for the FY 2024 AAP involves an estimated annual allocation of \$721,914, an estimated \$5,000 in available CDBG program income, and approximately \$300,000 in CDBG funds remaining from the current FY 2023. Together, about \$1,026,914 is available for the City Council, with public comment, to award to organizations and City Departments to implement an eligible activity. Since the CDBG Program places a cap of 15

percent on the amount of CDBG funds a jurisdiction may commit to public service activities in a given program year, only one or several proposed public service activities may receive an award of the approximately \$109,000 available for a public service. Department staff respectfully requests the City Council's review and feedback at this time. Formal approval of activities and their associated budgets will occur following a 30-day public comment period, concluding in a public hearing during the City Council meeting scheduled for May 7th, 2024.

City staff recommend allocating FY2024 CDBG Funding to five out of the seven organizations. Table 3 details the recommended activities and corresponding amounts:

Table 3 – Applications for 2024 CDBG Funds

Category	Activity Name	Budget
Public Infrastructure and Facilities	<ul style="list-style-type: none"> Planning Project – Academy & Apricot Improvements Initial construction costs for the Dog Park 	<ul style="list-style-type: none"> \$390,000 \$300,000
Public Services	<ul style="list-style-type: none"> Salt + Light: Outreach, relationship management, and Support services for tenants at Santa Fe Commons 	<ul style="list-style-type: none"> \$109,000
Affordable Housing	<ul style="list-style-type: none"> Self-Help Enterprises: Minor Home Rehabilitation Program 	<ul style="list-style-type: none"> \$185,000
*Program Administration and Planning	<ul style="list-style-type: none"> Housing and Grants Division responsible for management and oversight of the grant, as well as funding for Public Information, Advertising, Supplies, and Training 	<ul style="list-style-type: none"> \$130,000
Total Anticipated CDBG funds available in FY 2024		\$1,026,914

FISCAL IMPACT & FUNDING SOURCE(S)

Community Development Block Grant Funding for FY 2024 (Fund 077)

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny: Reject the proposed AAP and alternative plans and propose a different iteration activities and use of CDBG funds in FY2024 for City staff to present at a future City Council meeting.
3. Table: Reschedule consideration of this item to a future City Council meeting.

ATTACHMENTS

1. Resolution

2. Proposed Annual Action Plan for Fiscal Year 2024

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2024 ANNUAL ACTION PLAN (AAP) TO COMMIT AN ESTIMATED \$1,026,914 IN CDBG FUNDING TO ELIGIBLE PUBLIC SERVICE, PUBLIC INFRASTRUCTURE, AFFORDABLE HOUSING, PUBLIC SERVICES, AND PROGRAM ADMINISTRATION ACTIVITIES

WHEREAS, the City of Tulare is designated an entitlement jurisdiction by the U.S. Department of Housing and Urban Development (HUD) to receive an annual allocation of Community Development Block Grant (CDBG) funds for implementing projects and programs within the City; and

WHEREAS, the CDBG Program was established under Title 1 of the Housing and Community Development Act of 1974, as amended, to assist in developing viable, urban communities by providing decent housing, a sustainable living environment, and promoting economic development that benefit primarily low- and moderate-income persons; and

WHEREAS, total anticipated resources for FY 2024 in the amount of \$1,026,914 includes an approximate FY 2024 allocation of \$721,914 estimated \$5,000 in program income, and about \$300,000 in CDBG funds remaining from FY 2023; and

WHEREAS, the funding levels identified for FY 2024 projects are estimated amounts, and once the actual FY 2024 allocation is known, one or more of the proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to correspond with actual available resources; and

WHEREAS, between February 15 and March 18, 2024, Community Development Department staff held a Request for Proposal (RFP) period, sought public comment, held two public meetings, and consulted with local organizations and other City staff to gather information and proposals for the FY 2024 AAP; and

WHEREAS, the City received seven applications from seven different entities prior to the close of the RFP period on Monday, March 18, 2024. Department staff reviewed applications according to criteria including, but not limited to, how a proposed activity and/or its sponsor: a) benefits low- and moderate-income households b) demonstrates cost reasonableness and effectiveness; c) experience and past performance; and d) management and implementation approach; and

WHEREAS, Department staff notified the general public and over several hundred nonprofit, private, and public entities of the RFP and corresponding public meeting through the publication of notices in two local newspapers and through the e-mail list-serves of local community-based organizations; and

WHEREAS, from April 2 through May 7, 2024, staff held a 30-day period for review and comment on the proposed FY 2024 AAP and its commitment of

approximately \$1,026,914 in available CDBG funds to eligible activities for the Program Year that begins on July 1, 2024, and runs through June 30, 2025; and

WHEREAS, the public comment period beginning on April 2, a second set of public meetings were held on April 10 and 24, and public hearing on the proposed FY 2024 Annual Action Plan was duly noticed in a newspaper of general circulation; and

WHEREAS, the proposed FY 2024 Annual Action Plan commits CDBG funds in the approximate amounts of \$600,000 to public infrastructure and facility improvements, \$109,000 to services for people experiencing homelessness, \$185,000 to affordable housing preservation, and \$130,000 to CDBG program administration, oversight, and training.

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

Section 1. Following a public hearing, the City Council hereby adopts the Fiscal Year 2024-2025 CDBG Annual Action Plan as presented.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

City of Tulare

Proposed PY 2024 Annual Action Plan



City of Tulare
Community Development Department 411 East
Kern Avenue
Tulare, CA 93274

Annual Action Plan

1

Table of Contents

Executive Summary

[AP-05 Executive Summary - 24 CFR 91.200\(c\), 91.220\(b\)](#)

[PR-05 Lead & Responsible Agencies – 91.200\(b\)](#)

[AP-10 Consultation – 91.100, 91.200\(b\), 91.215\(l\)](#)

[AP-12 Participation – 91.105, 91.200\(c\)](#)

[AP-15 Expected Resources – 91.220\(c\)\(1,2\)](#)

Annual Goals and Objectives

[AP-20 Annual Goals and Objectives](#)

Projects

[AP-35 Projects – 91.220\(d\)](#)

[AP-38 Project Summary](#)

[AP-50 Geographic Distribution – 91.220\(f\)](#)

Affordable Housing

[AP-55 Affordable Housing – 91.220\(g\)](#)

[AP-60 Public Housing – 91.220\(h\)](#)

[AP-65 Homeless and Other Special Needs Activities – 91.220\(i\)](#)

[AP-75 Barriers to affordable housing – 91.220\(j\)](#)

[AP-85 Other Actions – 91.220\(k\)](#)

Program Specific Requirements

[AP-90 Program Specific Requirements – 91.220\(l\)\(1,2,4\)](#)

The Fiscal Year (FY) 2024-2025 Annual Action Plan directs the use of the City’s annual allocation of \$721,914 CDBG funds, approximately \$5,000 in available CDBG program income, and an estimated \$300,000 in CDBG funds remaining from the previous program year to projects that meet CDBG national objectives and needs established in the City’s Consolidated Plan for 2020-2024. Proposed projects and their approximate funding levels include the following: \$600,000 for public infrastructure and facility improvements; \$109,000 for homeless services; \$185,000 for affordable housing preservation; and, \$130,000 for CDBG program administration, planning, and fair housing efforts. Collectively, the City anticipates \$1,026,000 in total resources for the implementation of eligible activities in the coming program year.

Per [Notice CPD-23-01](#), issued by the Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD) on February 9th, 2023¹, CDBG formula grantees, including the City of Tulare, must adhere to guidance on submitting an Annual Action Plan for FY 2024. Grantees should not submit their Annual Action Plan until the actual 2024 grant amounts have been determined and announced by HUD. The City of Tulare is electing to conduct citizen participation on its draft Annual Action Plan (with estimated funding amounts) according to a normal timetable and citizen participation procedures. The funding levels shown for FY 2024 proposed projects are estimated amounts, and once the actual 2024 grant amount is known, one or more of the proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. Any increase or decrease in funding to match actual allocation amounts will be applied to the Public Infrastructure Improvements, Minor Home Rehabilitation, and/or Homeless Outreach and Case Management activities.

¹ Notice CPD-22-05: Guidance on Submitting Consolidated Plans and Annual Action Plans for FY 2023 – available at <https://www.hudexchange.info/resource/6823/notice-cpd-23-01-guidance-on-submitting-consolidated-plans-and-annual-action-plans-fy-2023-pre-award-waiver/>

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The CDBG Program is administered by the U.S. Department of Housing and Urban Development (HUD), and is authorized under Title 1 of the Housing and Community Development Act of 1974 (HCDA), as amended. HUD provides technical assistance and monitors participating jurisdictions to facilitate compliance with CDBG program requirements. The regulations implementing the CDBG Program are in the Code of Federal Regulation: 24 CFR Part 570. Each year, HUD allocates CDBG funds directly to local jurisdictions with a population greater than 50,000. A five-part formula determines a jurisdiction's overall award. The formula accounts for a jurisdiction's population, extent of housing overcrowding, poverty level, age of housing stock, and growth lag. Allocations do vary on an annual basis. On average, the City of Tulare receives \$690,000 per year. The entitlement award to local jurisdictions requires planning and public input. Local jurisdictions retain control over the use of CDBG funds and determine, through citizen participation practices (e.g., meetings, hearings, and comment periods), the activities and projects to receive available CDBG funding.

Jurisdictions must use CDBG program funds to develop viable urban communities through activities and projects that provide decent housing, a suitable living environment, and/or expand economic opportunities. The projects, programs, and/or public services implemented by local jurisdictions must meet one of the following three National Objectives: 1) benefit low/moderate-income (LMI) persons; 2) prevent or eliminate slums and blight; or 3) meets an urgent need. The City requires all CDBG-funded projects and programs meet the primary National Objective of benefiting low- and moderate-income households. Projects that serve special populations such as seniors, people experiencing homelessness, and people with a disability, are also prioritized.

To receive its entitlement funding from HUD, the City is required to approve an Annual Action Plan for each fiscal year. The Annual Action Plan (AAP) describes how the City intends to invest its CDBG funds to meet the needs and goals identified in their existing Consolidated Plan (2020-2024). The City will commit its 2024 allocation in the amount of \$721,914, about \$5,000 in available program income, and approximately \$300,000 of its allocation remaining from the previous Program Year (PY), to PY 2024 projects and activities that will begin on or after July 1, 2024, and end on or before June 30, 2025. A total of about \$1,026,000 is available for the City Council, with public comment and review, to apply to individual projects and activities proposed by local nonprofit organizations, other government agencies, and/or City Departments.

2. Summarize the objectives and outcomes identified in the Plan

Provide Homeless & Public Services: Use CDBG funds to establish agreements with local organizations to provide outreach, case management, connections to transitional and permanent supportive housing, and financial relief and other services to people experiencing homelessness or at-risk of becoming homeless. And commit CDBG funds to support the preservation and restoration of particular low- and moderate-income areas and neighborhoods in the City.

Preserve and Develop Affordable Housing: Use CDBG funds to preserve the City's existing stock of affordable housing units through largely minor and substantial rehabilitation programs and individual projects, and, where feasible, invest in site improvements to facilitate the development of new affordable housing units.

Accomplish Public Infrastructure & Facility Improvements: Use of CDBG funds to accomplish physical infrastructure (e.g., roadways, sidewalk, lighting) and facilities (e.g., parks) improvements in low- and moderate-income residential neighborhoods within the City of Tulare. Projects may address safety, environmental, and/or regulatory needs.

Foster Economic Development: Use CDBG funds to support initiatives that offer job training and foster employment opportunities for low- and moderate-income households and people experiencing or at-risk of homelessness.

Provide CDBG Program Administration & Planning: Use CDBG funds to account for City staff's planning, implementation, and oversight of the local CDBG program and the associated subrecipient agreement / relationships with local nonprofit, public agency, and City Department partners. Moreover, support standard operating and planning costs related to fair housing and implementation (e.g., postage, public noticing, training).

3. Evaluation of past performance

In the spring of 2020, the City compiled comprehensive input from the public, provider organizations and agencies, and other stakeholders in the preparation of the 2020-2024 Consolidated Plan, which included an evaluation of outcomes of previous Program Years and the identification of priority needs. In the summer of 2020, the City evaluated the outcomes of Program Year 2019 projects and activities in the most recent Consolidated Annual Performance and Evaluation Report (CAPER). The report compared the objectives and outcomes identified in the Annual Action Plan to previous years and included an overall assessment of ongoing performance on measurable indicators within the ConPlan. CDBG reports on the last five-years of projects and activities are available for public review on the City's website at:

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

Additionally, the City incorporated an assessment of activities and projects from the current 2022 Program Year and information from the Annual Housing Element Progress Report. The successes and challenges with the implementation of CDBG and CARES CDBG funded activities from July 1, 2020, to-date, offers guidance on how to meet ConPlan goals, while improving upon the implementation of forthcoming CDBG activities.

4. Summary of Citizen Participation Process and consultation process

Consultation / Notice of Funding Availability: Department of Housing & Community Development Department staff held a Request for Proposal (RFP) period to receive comments and/or proposals for projects in Fiscal Year (FY) 2023. A public notice was published on Thursday, February 15, 2024, in the Visalia Times Delta and Tulare Advance Register to announce the RFP, public meeting, and resources to support an application for funding. The Department called for qualifying organizations and individuals to review the informational RFP handbook and other resources, schedule a meeting with Department staff, and apply for FY 2024 funds on or before Monday, March 18, at 12:00 PM PST (See Appendix A for copies of RFA Public Notice, Handbook, and Application). In total, the City received seven (7) complete applications proposing activities to address homelessness, affordable housing, and public infrastructure and facility improvements. Department staff evaluated applications according to CDBG Program national objectives and standards, the City's ConPlan, and other criteria, including, but not limited to, activity need and justification, cost reasonableness and effectiveness, and experience and past performance of the sponsor.

Public Meetings: Community Development Department staff held two public meetings on **Wednesday, February 21, and Wednesday, February 28, 2024**, to discuss the RFP for CDBG Program Year 2024, the CDBG Program, and goals within the City's ConPlan. The meeting offered both in-person and virtual participation options. A total of eight (8) individuals attended these public meetings, stating an interest in minor home rehabilitation and public services. The City notified the general public and local organizations of this meeting through published notices, social media posts, and email listserv communications with an audience of several hundred agency staff. Department staff published the particular notice and distributed through partner listservs' beginning February 15, 2023, more than 6 days before the meeting. The Department held two additional public meetings on **Wednesday, April 10 and Wednesday, April 24, at 5:15 PM** to review the proposed 2024 Annual Action Plan and to receive comments. This meeting was open to the general public, local nonprofit organizations, public agencies, City Departments, and other stakeholders. Department staff provided both in-person and virtual participation options.

Department staff issued a second public notice on April 2, 2024, to announce a 30-day public review and comment period, exclusively for proposed FY 2024 projects with estimated funding levels. The May 7th public meeting was identified in this particular notice and announced via email listserv outreach. Staff published and distributed a copy of this public notice beginning April 2, 2024, more than 7 days before the public meeting.

Public Hearings: Department staff scheduled a public hearing on **Tuesday, May 7, 2024**. This public hearing provided an opportunity for the City Council members to receive comments on

the proposed FY 2024 Annual Action Plan prior to formal adoption. Public hearings operated with both in-person attendance and virtual participation via YouTube at www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1aw/videos. For those at-home and wishing to provide comments during a council meeting, instructions were given to call (559) 366-1849. A copy of the locally distributed public notice, a draft of the proposed 2023 Annual Action Plan, and instructions on how to review said documents and participate in the public hearings, was posted at the entrance of the Tulare Public Library Council Chambers, on the City website, and on the Agenda for the City Council Meetings on May 7, 2024.

Public Review and Comment: The City requested input from the public on the proposed projects and their respective budgets under the 2024 Annual Action Plan. A 30-day public review and comment period began on Tuesday, April 2, 2024, and concluded on Tuesday, May 7, 2024. The proposed 2024 Annual Action Plan was available at Tulare City Hall and on the Community Development Department webpage at - <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notices>

Department staff published all public notices in English and Spanish in two widely circulated local newspapers and through the extensive listserv and eblast networks of local organizations. Department staff instructed individuals requesting a special accommodation to contact Gladys Avitia, Housing and Grants Specialist, at 559-684-4222 or gavitia@tulare.ca.gov.

5. Summary of public comments

According to the results of the ConPlan Survey, public meetings, and outcomes of the 2024 RFP, priority needs identified by residents and service providers included:

- **Public Infrastructure and Facility Improvements:** Street, sewer, water system repairs and/or reconstruction, together with the installment of accessible sidewalks, curbs, and ramps. As well as, the restoration of public park amenities and landscaping.
- **Provision of Homeless Services:** Offering of behavioral, primary, and mental health care services, together with homeless prevention, direct outreach, case management, and housing placement services to emergency shelter, transitional, and/or permanent supportive housing.
- **Preservation and Development of Affordable Housing:** Rehabilitation of single- and multi-family units occupied by seniors, persons with special needs, and low- and moderate-income households, including specific repairs and/or the installation of new building features.

Public Hearings. The City held four public hearings prior to the adoption of the 2020-2024 ConPlan and two public hearings for the adoption of the 2024 Annual Action Plan. City Council and Department Staff received no comments during the public hearings on the ConPlan and the 2024 Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Tulare and Department staff reviewed and considered all comments and proposals for activities / projects when developing the FY 2024 Annual Action Plan.

7. Summary (See Appendix A for a full summary of citizen participation)

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following agency/entity is responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	TULARE	Community Development Department

Narrative

The City of Tulare (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Community Development Department is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

Consolidated Plan Public Contact Information

Gladys Avitia
Housing and Grants Specialist
City of Tulare
411 East Kern Avenue
Tulare, CA 93274
(559) 684-4222
gavitia@tulare.ca.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City composed the FY 2024 Annual Action Plan based on the needs within the City’s 2020-2024 Consolidated Plan (Con Plan), an evaluation of FY 2023 project outcomes, and ongoing consultations with the public and a variety of community-based organizations (CBO) and other stakeholders. Comprehensive engagement and opportunities for input across City departments and with public officials, local residents, CBOs, and business entities within the City of Tulare informed the establishment of the ConPlan goals and those within Annual Action Plans.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In addition to annual entitlement CDBG funds, the City of Tulare received two (2) awards, totaling \$764,948, under the Coronavirus Aid, Relief, and Economic Security (CARES) Act in Program Year 2019-2020. All recipient jurisdictions are required to commit CARES Act CDBG (CDBG-CV) funds to activities that prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic. The City established activities to address small business, food, medical care, and shelter needs. With marketing and technical assistance from the Tulare Chamber of Commerce, the City implemented a microenterprise business assistance (MBA) program for low to moderate-income owners and employees in the form of a fixed \$5,000 grant. A total of 35 business with five or fewer employees received a grant to offset their operating costs and/or to purchase personal protective equipment (PPE) and other items to promote safe operations during the COVID-19 pandemic. MBA grants and program administration costs totaled \$190,374.

The City collaborated with the Tulare Emergency Aid Council to support food pantry services for income eligible residents adversely affected by the COVID-19 pandemic. Overall, 809 Tulare households received food assistance with total program expenses in the amount of \$48,156. The City provided Altura Centers for Health with a grant in the amount of \$50,000 to purchase PPE and other supplies. This allotment helped Altura Centers for Health staff provide 3,609 COVID-19 tests and standard medical services to 20,265 low-to-moderate income residents at their Tulare clinics. And to offer emergency shelter and quarantine space for people experiencing homelessness, the City provided the Lighthouse Rescue Mission with a \$79,611 grant to purchase four (4) two-bedroom manufactured housing units. The Lighthouse Rescue Mission reports providing 20 individuals with a respite stay in these new dwelling rooms, and altogether 3223 people with at least an overnight stay from August 2021 through May 2022.

Staff consulted service providers and gathered data from nonprofit and public sector organizations in December 2020 to estimate local needs. Staff presented key findings on local needs and City Council determined activity service areas and directed the available CDBG-CV funds in the amount of \$273,963 to rental, mortgage, and utility assistance, \$100,000 to food assistance, and \$25,000 for services to homeless persons. Department staff contacted an array of local agencies and organizations in order to request proposals for activities with the available CDBG-CV funds. The City received eight (8) letters of interest / applications from seven (7) different agencies and organizations prior to the close of the notice of availability of funds period. City Council committed \$223,963 to the Housing Authority of Tulare County for the provision of emergency rental assistance for low-income individuals and families adversely affected by the COVID-19 pandemic, \$50,000 to the United Way of Tulare County for the provision of emergency rental, mortgage, and utility assistance for low- to moderate-income individuals and families adversely affected by the COVID-19 pandemic, \$72,843 to the Salt+Light Works nonprofit organization for the provision of food, PPE, and other services to people experiencing homelessness, and, \$50,000 to the Salvation Army for food pantry and delivery services to income eligible households, particularly seniors, adversely affected by the COVID-19 pandemic. To-date, a total of 116 households received grant payments to fully or partly pay-off existing rent, mortgage, and utility costs and 175 households received food and palliative items.

The City continues to collaborate with the Housing Authority of Tulare County (HATC) on the Housing Choice Voucher Program. Information on State, County and local programs is promoted on the City's website to interested property owners, realtors and lenders. In 2021, HATC issued 431 Section 8 Housing Choice Vouchers, 30 Section 8 Project Based Vouchers, 3 VA Supportive Housing (VASH) program vouchers, and 3 Section 811 Mainstream Vouchers in the City of Tulare. Additionally, the City remains in contract with the Self-Help Enterprises to administer a first-time homebuyer and an owner-occupied rehabilitation program for income eligible individuals and households. Using principally HOME Program grant funds and program income from both HOME and Calhome loan portfolios, the City and Self-Help Enterprises provided three (3) homebuyer assistance loans to Tulare households in calendar year 2021.

City Council members and City Staff participate in the monthly meetings of the Tulare County Taskforce on Homelessness. Representation on this taskforce includes a County Supervisor, County Health and Human Services Agency staff, elected officials and staff from each jurisdiction in the county, various service providers (e.g., health, mental health, and behavioral health), the Continuum of Care lead agency, the HATC, affordable housing management and development organizations, and other stakeholders in the region. Over the last program year, task force members identified ongoing efforts to meet service needs amidst the Covid-19 pandemic, progress at Project Roomkey and Homekey sites, and initiatives within each jurisdiction to serve unsheltered residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare Homeless Alliance (Alliance) serves as the local Continuum of Care for Kings and Tulare counties. The Alliance is comprised of a group of service providers, advocates, public agencies, and currently / formerly homeless individuals to address the needs of the people experiencing homelessness in the Kings and Tulare Bi-County regions. The City of Tulare collaborates with the Alliance, by actively participating in monthly Alliance meetings, consulting on new and existing programs within the City, and sharing information on best practices in order to enhance existing services. And across multiple fiscal years, the City committed CDBG funds to support direct outreach and housing placement services, as well as, to facilitate a local initiatives navigation center event for people experiencing homelessness. Most recently, the City of Tulare and eight (8) partner organizations, including the Alliance, received a second grant award in the summer of 2023 from the state of California through the Encampment Resolution Funding (ERF) Program. The two (2) ERF awards totaled \$6.3 million and provided a mix of field services for a focus population of unsheltered residents and helped enhanced their respective interim and permanent housing options. This second ERF award permitted a scaling of staffing, services, and housing options to achieve a sustainable exit to interim and/or permanent housing for 100 or more unsheltered residents. Importantly, \$1,289,000 and \$990,000 of the ERF-2R grant enables the construction of sixteen (16) interim shelter units at a forthcoming emergency shelter complex in Tulare and solidifies operating subsidies for eight (8) rooms within a bridge housing facility, Eden House, in Visalia. All of these interim shelter units are exclusively available for unhoused residents of Tulare.

Additional partner agencies and commitments regarding services and housing options for people experiencing homelessness include:

- Tulare County Homeless Taskforce on Homelessness – membership in this planning and information sharing entity.
- Eden House – financial investment in the staffing and operating costs at this bridge housing facility with beds and wrap around services for up to 22 chronically homeless individuals with a disability, of which, 8 beds are reserved for unsheltered residents from the City of Tulare.
- Kings View – financial investment in their outreach, case management, and housing placement services for people experiencing homelessness.

- Family Services of Tulare County – financial investment in their outreach, case management, and resource provisions for people experiencing homelessness and to 12 formerly homeless individuals housed with vouchers under the Tulare Housing First Program.
- Self-Help Enterprises – financial investment in the administration of affordable housing programs (e.g., down payment assistance, owner occupied rehabilitation), as well as, the development of new units for low- and moderate-income individuals and households.
 - Commitment of Housing Successor Agency funds, \$1,000,000, to the development of the Santa Fe Commons project, when complete, will offer approximately 137 units, a mix of one-, two-, and three-bedroom, units for LMI households.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable. The City of Tulare is not a direct recipient of ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 identifies the consultations that informed the 2020-2024 Consolidated Plan and proposed FY 2023 Annual Action Plan.

Table 1 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fair Housing Council of Central California
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency provided information on the needs of households requiring fair housing services and on the region's strategy to address impediments.
2	Agency/Group/Organization	Kings/Tulare Homeless Alliance (CoC # 513)
	Agency/Group/Organization Type	Continuum of Care

		Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs – (Chronically homeless/ Families with children/ Veterans/ Unaccompanied youth)
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional CoC Executive Director, Coordinated Entry Manager, and other staff provided information on the status and needs of the homeless population, as well as input on the current initiatives to provide relief and minimize the occurrence of homelessness.
3	Agency/Group/Organization	State of California
	Agency/Group/Organization Type	Other government – State
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis Demographics Lead-based Paint Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	State Departments provided technical assistance on grant programs, management best practices, and data on employment and market trends, affordable housing development, population demographics, and lead poisoning.
4	Agency/Group/Organization	Housing Authority of the County of Tulare
	Agency/Group/Organization Type	Public Housing Authority
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the status of Housing Choice Voucher programs, their subsidized properties within the City, and other initiatives to address housing insecurity and homelessness.
5	Agency/Group/Organization	County of Tulare
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Economic Development Demographics

		Lead-based Paint Strategy Needs Assessment Strategic Plan Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff in various County Departments provided information on social welfare programs (e.g., CalWorks, CalFresh), small business and job-training programs, and data on recent market, demographic, and homelessness trends.
	Agency/Group/Organization	City of Tulare
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City staff and City Council Members conducted a comprehensive campaign to garner input from the public and other stakeholders in order to develop the 2020-2024 ConPlan and implement individual projects and activities under the Action Plans in 2020 and 2021.
7	Agency/Group/Organization	Tulare Chamber of Commerce
	Agency/Group/Organization Type	Economic development
	What section of the Plan was addressed by Consultation?	Market needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Received information on the current local job and business market and input from the CEO on needs and interventions for the business community.
8	Agency/Group/Organization	The Lighthouse Rescue Mission
	Agency/Group/Organization Type	Housing Services – Homeless

		Services – Housing Services - Children
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff provided an update on the status of the organization’s services and existing housing offerings and input on the type of investments the City should pursue under Action Plans concerning emergency, transitional, and permanent supportive housing.
9	Agency/Group/Organization	Family Service of Tulare County
	Agency/Group/Organization Type	Services – Homeless Services – Housing Services - Victims of Domestic Violence Services - Children
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and information on ongoing needs.
10	Agency/Group/Organization	Kings View Corporation
	Agency/Group/Organization Type	Services – Homeless Services Services – Mental Health Services – Drug and Alcohol Treatment

		Services – Behavioral Health Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and input on ongoing needs.
11	Agency/Group/Organization	United Way of Tulare County
	Agency/Group/Organization Type	Housing Services - Education Services – Homeless Services – Housing
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Homelessness Needs (Chronically homeless/ families with children/Unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) completed the community needs survey and informed the development of the 2020-2024 ConPlan. Staff also shared progress reports on their existing program within the City and input on ongoing needs.
12	Agency/Group/Organization	Tulare Unified City School District
	Agency/Group/Organization Type	Services - Education Publicly Funded Institution/System of Care
		Needs Assessment

	What section of the Plan was addressed by Consultation?	Strategic Plan Homelessness Needs (chronically homeless/ families with children/unaccompanied youth) Homelessness Strategy
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email and asked to complete community needs survey for input in the development of the Con Plan.
13	Agency/Group/Organization	Self-Help Enterprises
	Agency/Group/Organization Type	Housing Services - Education Services – Housing Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Economic Development Regional organization
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email and asked to complete community needs survey for input in the development of the Con Plan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
14	Agency/Group/Organization	Habitat for Humanity of Tulare/ Kings Counties
	Agency/Group/Organization Type	Housing Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Non-homeless special needs

	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives completed community needs survey and participated in community workshops to inform the 2020-2024 ConPlan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
15	Agency/Group/Organization	Altura Centers of Health
	Agency/Group/Organization Type	Services - Health
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) attended a community meeting and completed community needs survey to provide input to in the development of the 2020-2024 ConPlan.
16	Agency/Group/Organization	Tulare Senior Center
	Agency/Group/Organization Type	Services - Elderly Persons
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan Non-homeless special needs
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representative(s) attended a community meeting and provided input to help develop the 2020-2024 ConPlan.
17	Agency/Group/Organization	Grandma's House - A Vision of Hope
	Agency/Group/Organization Type	Services - After School Tutoring
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CEO and founder attended a community meeting held at the Tulare Chamber of Commerce and provided input in the development of the 2020-2024 ConPlan.

18	Agency/Group/Organization	Tulare Emergency Aid
	Agency/Group/Organization Type	Services - Food Distribution Services - Rental/Mortgage and Utility Assistance
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email to complete the community needs survey and inform the development of the ConPlan. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.
19	Agency/Group/Organization	AMVETS California Charities
	Agency/Group/Organization Type	Veteran Service Organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was contacted via email to complete the community needs survey and inform the development of the ConPlan
20	Agency/Group/Organization	Workforce Investment Board of Tulare County
	Agency/Group/Organization Type	Services - Job Training and Placement
		Regional organization
	What section of the Plan was addressed by Consultation?	Needs Assessment Strategic Plan
How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives attended a community meeting and provided input in regard to the needs of job training and placement. Representative(s) shared progress reports on their existing program within the City and input on ongoing needs.	

21	Agency/Group/Organization	Environmental Protection Agency
	Agency/Group/Organization Type	Other government – Federal
	What section of the Plan was addressed by Consultation?	HazMat Planning
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City Planning and Housing & Grants staff reviewed HUD environmental databases to identify and mitigate the effects of any superfund sites and other dangerous / hazardous waste in the City. There are no superfund sites in the City.
22	Agency/Group/Organization	AT & T
	Agency/Group/Organization Type	Telephone Company
	What section of the Plan was addressed by Consultation?	Digital Divide
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the available broadband services and special programs to income eligible households.
23	Agency/Group/Organization	Frontier
	Agency/Group/Organization Type	Non-profit
	What section of the Plan was addressed by Consultation?	Digital Divide
	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on the available broadband services and special programs to income eligible households.

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not intentionally exclude any groups from their outreach and data collection efforts. The City encouraged participation in the preparation of the FY 2024 Annual Action Plan. Department staff conducted two public meetings and public hearings over a three-month period to gather input from the general public and a variety of local entities. City staff leveraged the email list serv of other community-based organizations to expand outreach and published formal notices and links to a draft of the FY 2024 AAP in the Tulare Advanced Register and Visalia Times Delta and on their website.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kings/Tulare Homeless Alliance	As the designated Continuum of Care, the Alliance is responsible for the planning process for the bi-county region which includes the City of Tulare. The City is an active partner with the Kings/Tulare Homeless Alliance (Alliance). The City also provide funding and works closely with the Alliance in an effort to support, create and sustain solutions that address homelessness in the City. The mission of the Alliance is to coordinate and leverage policy and resources that empower community partners to address homelessness in Kings and Tulare County. Through its mission, the Alliance sets forth priorities and local policies, facilitates initiatives and tracks performance of homeless programs a part of the region’s system.
Housing Element – City of Tulare (2015-2023)	City of Tulare	Identifies existing housing stock condition, needs, and goals. Staff across multiple departments solicit CDBG eligible projects and programs to address preservation and development of housing for low and moderate-income households and special populations.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Capital Improvement Plan	City of Tulare	Identifies physical infrastructure and facility improvement needs, goals, and proposed projects for the City. Staff across multiple departments coordinate the use of CDBG funds in support of projects in low and moderate-income areas within the City.

Narrative (optional)

None.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Public Meetings: Community Development Department staff held two public meetings on **Wednesday, February, 21 and Wednesday February 28, 2024**, to discuss the RFP for CDBG Program Year 2024, the CDBG Program, and the goals within the City’s ConPlan. The meetings offered both in-person and virtual participation options. A total of one individual attended this public meeting, stating an interest in fair housing investment. The City notified the general public and local organizations of this meeting through published public notices, social media posts, and email listserv communications with an audience of several hundred agency staff. Department staff published the particular notice and distributed through partner listservs’ beginning February 15, 2024, more than 6 days before the meeting. The Department held two additional public meetings on **Wednesday, April 10 and Wednesday, April 24, at 5:15 PM** to review the proposed 2024 Annual Action Plan and to receive comments. This meeting was open to the general public, local nonprofit organizations, public agencies, City Departments, and other stakeholders. Department staff provided both in-person and virtual participation options. Department staff issued a second public notice on April 2, 2024, to announce a final 30-day review and comment period, exclusively for proposed FY 2024 projects with their estimated funding levels. The April 10th and 24th public meetings were announced in this final published notice and via social media posts and email listservs. Staff published and distributed this notice beginning April 2, 2024, more than 8 days before the meeting.

Notices/Website: Department staff issued a public notice on February 15 and April 2 ahead of each public meeting, including the required public hearings, in a local newspaper of general circulation (*Tulare Advance Register and Visalia Times Delta*). The first public notice introduced the Request for Proposals (RFP) period, which gave interested organizations 30-days to apply and identify their funding request. Staff also distributed the public notices with information on how to participate through the listservs of the Kings Tulare Homeless Alliance and the Tulare Chamber of Commerce, reaching an audience of several hundred. For the final 30-day public comment period, staff posted a copy of the public notice and a draft of the 2024 CDBG Action Plan at City Hall and on the Department’s webpage at - <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notices>

Public Hearings: Department staff held a public hearing on **Tuesday, May 7, 2024**. These public hearings provided an opportunity for the City Council members to receive comments on the proposed FY 2024 Annual Action Plan prior to formal adoption. In-person attendance and virtual participation via YouTube at www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos was available. For those at-home and wishing to provide comments during a council meeting, instructions were given to call (559) 366-1849. A copy of the locally distributed public notice, a draft of the proposed 2024 Annual Action Plan, and instructions on how to review said documents and participate in the public hearings, was posted at the entrance of the Tulare Public Library Council Chambers, on the City website, and on the Agenda for the City Council Meeting on May 7, 2024.

Table 2 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted & reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/ broad community	Published a public notice in English & Spanish on February 15, 2024, requesting comments and proposals from residents and/or organizations interested in applying for or guiding the use 2024 CDBG funding.	See summary – Appendix A	All comments and/or applications were accepted.	N/A
2	Other	Non-targeted/ broad community	Distributed the February 15 th Public Notice, RFP Handbook, and Application to several hundred organizations via social media posts	Residents and representatives of community-based organizations called for homeless	All comments were accepted.	N/A

2024 Annual Action Plan

			and through multiple email listservs.	services, improvements to the supply of affordable housing, and fair housing education services.		
3	Public Meeting	Non-targeted/ broad community	Meetings February 21 st and 28 th – 5:15 PM - Requested public participation from residents and/or representatives of organizations interested in applying for or instructing the use 2024 CDBG funds	See summary – Appendix A	All comments were accepted.	N/A
4	Newspaper Ad	Non-targeted/ broad community	Published a public notice in English & Spanish on April 2, 2024, requesting comments from residents, organizations, and other stakeholders on the proposed projects and activities budgets under a 2024 Annual Action Plan.	See summary – Appendix A	All comments and/or applications were accepted.	N/A
5	Other	Non-targeted/ broad community	Distributed the April 2 nd Public Notice and a draft of the 2024 Action Plan to several hundred organizations via social media posts and through multiple email listservs.	No comments received.	All comments were accepted.	N/A

6	Public Meeting	Non-targeted/ broad community	Meetings on April 10 th and 24 th – 5:15 PM - Requested public participation and comments from residents, representatives of organizations, and other stakeholders on the proposed projects and activities budgets under a draft 2024 Annual Action Plan.	See summary – Appendix A	All comments were accepted.	N/A
7	Public Posting	Non-targeted / broad community	All public notices, NOFA materials, and a draft of the 2024 Action Plan was available at City Hall and on the Department’s webpage.	No comments received.	All comments were accepted.	N/A
8	Public Hearing	Non-targeted / broad community	Held a hearing for public comment and/or adoption on the proposed 2023 Action Plan on May 7, 2024.	See summary – Appendix A	All comments were accepted.	N/A

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will commit its FY2024 allocation of \$721,914, about \$5,000 in anticipated program income, and approximately \$300,000 in funds remaining from the FY2023 allocation, to Program Year 2024 activities that will begin on or after July 1, 2024, and end on or before June 30, 2025. A total of about \$1,026,000 is available for the City Council, with public comment and review, to apply to individual activities proposed by local nonprofit organizations, other government agencies, and/or City Departments.

Anticipated Resources – Table 5 – Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Federal Allocations and Program Income	Public & Homeless Services, Affordable Housing, Public Infrastructure & Facility Improvements, and Program Administration	\$721,914	\$5,000	\$300,000	\$1,026,000	\$31,581	Commit available CDBG resources to projects that provide public and homeless services, affordable housing preservation, public infrastructure and facility improvements, economic development, and program administration.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City consults with and/or creates agreements with nonprofit organizations and other governmental agencies to gather and utilize additional federal and state grants. City Management and City staff, received approval to commit about \$109,000 in CDBG funds to an Encampment Resolution Funding (ERF) Program project within the City Tulare. This will support 1 full-time (FTE) case manager/ housing navigator, .13 FTE Licenses Mental Health Clinician, .10 Administrative staff, and other administrative costs that will provide support for upwards of 90 people experiencing homelessness within a prioritized encampment area.

Other resources available to support projects and activities that meet the goals of the ConPlan include, but are not limited to, the following:

- Housing Authority of Tulare County – issued 430 eligible Tulare households with Section 8 Housing Choice Vouchers, 29 Section 8 Project Based Vouchers, 2 Veterans Affairs Supportive Housing (VASH) rental vouchers, and 10 Section 811

Mainstream Vouchers in the City of Tulare. It is anticipated that they will continue to assist City households over the five-year period of the ConPlan.

- Federal Home Investment Partnerships (HOME) Program funds administered through the Housing and Community Development Department of California – City applied for and received a grant award for 2018 and 2019, totaling \$1,000,000, for first-time homebuyer assistance and owner-occupied rehabilitation programs. The City reprogrammed \$90,000 of its 2018 HOME grant to implement a tenant-based rental assistance program to respond to the COVID-19 pandemic and provided housing assistance payments for past-due rent to 17 households.

CDBG does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

A current CDBG owned public facility functions as emergency and transitional shelter for women and children. The facility is maintained by the Tulare Lighthouse Rescue Mission, nonprofit organization.

Discussion

The City will use a combination of the CDBG and HOME funds to meet goals within the City's ConPlan and 2024 Annual Action Plan. Since the City of Tulare does not receive HOME or ESG funds directly from HUD, third party organizations are able to partner with the City on proposals / applications for funding under these and other sources at the federal, state, and regional level.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	*Estimated Funding	Goal Indicator	Outcome
1	Public Infrastructure and Facilities Improvements	2023	2024	Non-Housing Community Development	LMA	Meet safety, accessibility, and regulatory standards within public right of ways and parks.	CDBG: \$600,000	Public Infrastructure or Facility Project(s) other than Low/Moderate Income Housing Benefit: 8,200 Persons Assisted	
2	Homeless Services	2023	2024	Public Services	Citywide	Provide outreach, case management, housing placement services for people experiencing homelessness.	CDBG: \$109,000	90 LMI Persons Assisted	
3	Affordable Housing	2023	2024	Affordable Housing	Citywide	Foster access to affordable housing for low- and moderate-income households and special populations.	CDBG: \$185,000	Minor Home Rehab: 10 LMI Households	
4	Public Services	2023	2024	Public Services	LMA	Foster human capital and quality of life improvements for low- and moderate-income persons through job-training and placement services.	CDBG: \$0.00	N/A	

5	Program Administration	2023	2024	Administration	Citywide	Improve transparency, public involvement, and compliance with federal, state, and local regulations; Advance fair housing education and resources.	CDBG: \$130,000	N/A
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Goal Descriptions

1	Goal Name	Public Infrastructure and Facilities Improvements
	Goal Description	<p>Promote quality of life and neighborhood revitalization through improvements to current public infrastructure (e.g., roadways, sewer and water systems, sidewalks) and facilities (e.g., parks, libraries), and by remedying aging, lower quality, or nonexistent public infrastructure and facility features.</p> <p>-City staff received three proposals from the City of Tulare’s Engineering Division to complete the Academy and Apricot Project in a designated low- and moderate-income area within the City, to receive initial construction costs of a canine park in the low-mod area within the City of Tulare, and for construction of a permanent shelter to clientele with a presumed benefit.</p>
2	Goal Name	Homeless Services
	Goal Description	<p>Aid people experiencing homelessness and to those at risk of becoming homeless through outreach, support services, and aid via subsidies and establishment of new emergency, transitional, and permanent housing options.</p> <p>-City staff received proposals from one (1) organization to provide a variety of services for unsheltered residents and formerly homeless individuals in FY 2024.</p>

3	Goal Name	Affordable Housing
	Goal Description	<p>Improve access to affordable housing for low-income and households with special needs by collaborating with interested organizations to promote the preservation and rehabilitation of existing single family and multi-family units.</p> <p>-City staff received two proposals from two nonprofit organizations to implement a minor home rehabilitation program for low- and moderate-income homeowners.</p>
4	Goal Name	Public Services / Economic Development
	Goal Description	<p>Improve access to employment and associated training opportunities to low-income and special needs households.</p> <p>-City staff received one proposal to implement a job training and technical assistance program for low- and moderate-income individuals and/or those experiencing homelessness.</p>
5	Goal Name	CDBG Program Administration and Planning
	Goal Description	-City staff propose using the allowable amount of CDBG funds to compensate for oversight of community development, housing, and homelessness activities, including activity setup, environmental review, oversight, monitoring, and the provision of fair housing outreach and education services for the community through a third-party subrecipient.

Projects

AP-35 Projects – 91.220(d)

Introduction

Four projects will receive CDBG allocation and program income funds in the Fiscal Year 2024, which spans July 1, 2024, through June 30, 2025.

Projects

Table 7- Project Information

#	Project Name
1	Public Infrastructure and Facilities Improvements
2	Homeless Services
3	Affordable Housing
4	CDBG Program Administration

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

These projects match the priority needs identified during the Consolidated Plan development process. Priority needs focused on serving low-moderate income persons and people experiencing or at risk of becoming homeless. The corresponding projects aim to improve the quality of life, condition of public infrastructure and facilities, and condition of existing housing stock for the aforementioned people. The City addressed priority needs and allocated funding to projects according to estimates of actuals costs and the caps to public service and administration activities.

AP-38 Project Summary

The City of Tulare elected to conduct citizen participation on its draft 2024 Annual Action Plan (with estimated funding amounts) according to a normal timetable and citizen participation procedures. The funding levels shown for FY 2024 projects are estimates, and once the actual 2024 grant amount is known, one or more of the proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. The City will also utilize Encampment Resolution Funding to help supplement CDBG’s homeless services. City Staff have prepared two plans which will be contingent on whether or not the City receives the ERF award.

Project Summary Information

1	Project Name	Public Infrastructure and Facilities Improvements
	Target Area	Low/Moderate-Income Areas (LMA)
	Goals Supported	Public Infrastructure and Facilities Improvements
	Needs Addressed	Public Infrastructure and Facilities Improvements
	Funding	CDBG: \$600,000
	Description	<p>The City of Tulare will fund two (2) projects under this category</p> <ol style="list-style-type: none"> 1. Apricot & Academy Project: Use of CDBG funds to accomplish physical infrastructure (e.g., roadways, sidewalk, lighting) and facilities (e.g., parks) improvements in low-moderate income residential neighborhoods within the City. Address safety, environmental, and/or regulatory needs. 2. Dog Park: Use CDBG funding to construct a neighborhood park that will be available to all the residents in a particular area that is primarily residential, and at least 51% of those residents
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	<ul style="list-style-type: none"> - Academy & Apricot Avenue Improvements – estimated 905 total households, with about 545 low- and moderate-income households. - The Dog Park will benefit up to 4,200 low-mod clients
	Location Description	Low/Moderate-Income Areas

	Activities and Budgets	<p>Staff recommendation -</p> <ul style="list-style-type: none"> • Academy & Apricot Avenue Improvements – activity addressing water, sewer, and storm drain main lines and laterals / services, as well as, costs of street repairs, including street drains, curbs, and gutters. <ul style="list-style-type: none"> ○ Estimated Budget- \$400,000 • Dog Park – Initial construction costs of the development of the dog park <ul style="list-style-type: none"> ○ Estimated Budget - \$200,000
2	Project Name	Homeless Services
	Target Area	Citywide
	Goals Supported	Homeless Services
	Needs Addressed	Homelessness
	Funding	CDBG: \$109,000
	Description	Use of CDBG funds to establish agreements with local organizations to provide street outreach, case management, and housing navigation services for people experiencing homelessness.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	90-100 people experiencing homelessness
	Location Description	Citywide

	Activities and Budgets	<p>Staff recommendation -</p> <ul style="list-style-type: none"> ○ Salt+Light – Offer the expertise of a part-time licensed marriage & family therapist for conducting assessments and facilitating group therapy sessions. Additionally, allocate resources for a part-time case manager to handle outreach, coordinate services, assist with housing navigation for a maximum of 90 clients engaged in the encampment resolution project, while also managing administrative responsibilities. <ul style="list-style-type: none"> ▪ Budget - \$109,000
3	Project Name	Affordable Housing
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$185,000

DRAFT

	Description	Use CDBG funds to preserve the City’s existing stock of affordable housing units through principally minor rehabilitation and repairs to primary building features (e.g., roofing, siding, flooring).
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20 low- and moderate-income individuals / families.
	Location Description	Citywide
	Activities and Budgets	<ul style="list-style-type: none"> • Self-Help Enterprises – administer a minor home rehabilitation program for low- and moderate-income households. Principally physical improvements to key building features and ADA enhancements for at least 15 LMI households. <ul style="list-style-type: none"> ○ Budget - \$185,000
4	Project Name	CDBG Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Grant Administration and Planning
	Funding	CDBG: \$130,000
	Description	Use CDBG funds to account for City staff oversight and strategy for the CDBG program and associated agreements with multiple organizations, as well as cover standard operating and planning costs related to grant management (e.g., postage, public noticing, training, studies) and the delivery of fair housing services.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	Citywide

	Activities and Budget(s)	<ul style="list-style-type: none"> • General management, oversight, and coordination <ul style="list-style-type: none"> ○ Budget - \$112,000 • Public Information and Advertising <ul style="list-style-type: none"> ○ Budget - \$10,000 • Training and travel costs for City and subrecipient staff <ul style="list-style-type: none"> ○ Budget - \$6,000 • Office Supplies <ul style="list-style-type: none"> ○ Budget - \$2,000
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds will be available citywide for eligible projects that serve LMI individuals or households. Citywide eligible projects include homeless services, affordable housing, and program administration. The Sycamore and San Joaquin Ave and Centennial Park Restoration projects will involve a low- and moderate-income area benefit.

Low-Mod Census Tracts (CDBG Eligible Target Areas): Low-Mod Income Area Benefit (LMA) concentration is defined as census tracts where at least 51% of the median household income is 80% or less the jurisdiction as a whole. LMA projects may include public service and public infrastructure and facility improvement projects. Nine (9) census tracks with 19 blocks groups are recognized as low-mod areas. The City’s current CDBG eligible LMA boundaries are:

1. **Census Track No. 0022.02/Block No. 1, 2 and 3 (Low/Mod: 79.46%):** bound by east of Enterprise Street, south of W. Cross Avenue, west of N. J Street, and north of W. Inyo Avenue.
2. **Census Track No. 0022.04/Block No. 1, 2 and 3 (Low/Mod: 74.55%):** bound by east of N. West Street, north of W. Cross Avenue, west of N. J Street, and south of W. Prosperity Avenue.
3. **Census Track No. 0023.04/Block No. 1 (Low/Mod: 62.98%):** bound by east of N. J Street, south of E. Cross Avenue, west of Cherry Street and north of E. Tulare Avenue.
4. **Census Track No. 0024.00/Block No. 3 (Low/Mod: 56.20%):** bound by east of Highway 99 to Southwest city limits and south of E. Paige Avenue to Avenue 184 city limits.
5. **Census Track No. 0029.01/Block No. 1, 2 and 3 (Low/Mod: 75.91%):** bound by east of S. I Street, south of Highway 137, west of Highway 99, and north of E. Paige Avenue.
6. **Census Track No. 0029.03/Block No. 2 and 3 (Low/Mod: 66.16%):** bound by east of Highway 99, south of Highway 137, west of S. Laspina Street, and north of E. Bardsley Avenue.
7. **Census Track No. 0030.01/Block No. 1, 2 and 3 (Low/Mod: 72.99%):** bound by east of S. West Street, north of W. Bardsley Avenue, south of W. Inyo Avenue and east of S. I Street.
8. **Census Track No. 0030.02/Block No. 2 (Low/Mod: 61.745%):** bound by east of Pratt Street, south of W. Bardsley Avenue, west of S. I Street, and north of W. Paige Avenue.
9. **Census Track No. 0031.00/Block No. 1 and 2 (Low/Mod: 67.11%):** bound by East Road 80, north to W. Paige Avenue, east to Highway 99, south to City limits which include Ave

208 to West Street, Pratt Street south to Wade Street, Wade Street east to I Street, south to Avenue 184.

A map of the City’s CDBG Eligible LMA Target Areas is provided in the ConPlan **Appendix F**.

Geographic Distribution – Table 8

Target Area	Percentage of Funds
Citywide	44
Low/Moderate-Income Areas (LMA)	56

Rationale for the priorities for allocating investments geographically

For FY 2023-2024, the funding distribution is about 56 percent in CDBG eligible LMA target areas and 44 percent for Citywide benefit. The amount of CDBG funds available to the City each year and the cost of capital improvement projects tend to affect the geographic distribution of funds the most. A majority of the year’s CDBG funds are committed to the public infrastructure and facility improvement projects.

Discussion

The distribution of funding to projects and the geographic outcomes are determined through public comment and review, Department staff consultation with stakeholders, and directions from City Council.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

During FY 2024-2025 the City will assist at least 15 low and moderate-income owner-occupied families with needed minor rehabilitation; such as, roof installation, ADA accessibility improvements, mold abatement, and other necessary work via a partnership with Habitat for Humanity of Tulare / Kings Counties.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 3 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 4 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will also utilize HOME and CalHome program funds to provide additional affordable housing income-eligible Tulare households through the First-time Homebuyer and Homeowner Rehabilitation programs via a partnership with Self-Help Enterprises.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

HATC will continue to own and manage 205 Public Housing units in the City of Tulare. There is no plan to purchase additional public-housing units, removing any units from its inventory. During FY 2023-2024, HATC plans to continue Capital Fund improvements on units in the City. Expenditures will cover maintenance and rehabilitation in public-housing units within the City. Capital Fund expenditures covered a large range of projects: including roofing replacement, landscaping improvements, carpet replacement, Air Conditioning and Heating unit improvements.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on our HATC Board. Furthermore, HATC has installed a Resident Counsel which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public-housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on program modifications.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long-term goals for all of its clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership. HATC Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: CSET, Habitat for Humanity and Self Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective collaboration between HATC and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

Not applicable.

Discussion

The City of Tulare does not own or manage public housing units.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During FY 2024-2025, the City will commit CDBG and other funds to provide street outreach and engagement, case management, housing placement, and supportive services to unsheltered residents and formerly homeless individuals.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City will continue its project through the Encampment Resolution Funding (ERF) Program to achieve a sustainable exit to interim and/or permanent housing for 111 households, 50 percent of who are chronically unhoused and demonstrate a mental health problem. Roughly 37 percent, 33 percent, and 28 percent of the focus population possess a physical disability, substance use challenge, and a chronic health condition respectively. These social, physical, mental, and behavioral health issues, together minimal to no regular income, impact the wellbeing of clients and their prospects of securing housing and achieving self-sufficiency. Lastly, the average length of enrollment for the focus population exceeds 9 months, which likely signals the limited amount of affordable housing options and complications to care and housing coordination that conditions present.

The ERF project will deploy three (3) full-time Case Managers, the Community Coordination Team with County HHSA, and the Mobile Care Clinic team with Adventist Health to lead street outreach and assessments. These assessments, including those for disabilities, drive referrals and linkages to social services and physical, mental, and/or behavioral health care for the focus population. Case Managers and the County Community Coordination must increase linkages to appropriate care and prioritize people with longest period(s) of homelessness for available housing when feasible. And with onset of ERF-2-R services, case management, transportation, job training, and housing options will improve for the focus population. In particular, added capacity for case management and housing navigation and availability of a transportation liaison should alleviate challenges related to the size of caseloads AND facilitate more timely linkages to care and housing where available. Also, the inclusion of a paid job training program with CSET should increase skills, marketability, and income for all participants.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provided the Tulare Lighthouse Rescue Mission with \$79,611 in CARES Act CDBG funds to purchase four manufactured units for service as emergency shelter. The units will be operational in Program Year 2021. The Lighthouse Rescue Mission will continue to operate a 16-bed women and children up to 12 years of age shelter and a 12-bed shelter for males age 13 and up. Both shelters provide up to 90 days of respite; however, clients are able to stay longer

if they have no other options. Additional services for clients include warm meals, showers, laundry, temporary employment, and peer support.

In 2024, the City will continue its partnership with Family Services for administration of the Tulare Housing First Programs, utilizing Housing Successor Agency (\$30,000 per year) funds to offset staffing and client costs. Family Services commits 12 rent vouchers and offers wraparound services to formerly homeless individuals at permanent housing units to sustain their tenancy.

In 2023, the City and eight (8) partner organizations received an Encampment Resolution Funding Program Second Round (ERF-2R) grant for \$4,800,000. This second award to the City for its ERF project permitted a scaling of staffing, services, and housing options to achieve a sustainable exit to interim and/or permanent housing for 100 or more unsheltered residents. Importantly, \$1,289,000 and \$990,000 of the ERF-2R grant enables the construction of sixteen (16) interim shelter units at a forthcoming emergency shelter complex in Tulare and solidifies operating subsidies for eight (8) rooms within a bridge housing facility, Eden House, in Visalia. All of these interim shelter units are exclusively available for unhoused residents of Tulare.

The City will continue to utilize eight beds within the Eden House project located in the City of Visalia, which provides wrap around services, including mental health care, for individuals / families transitioning from emergency shelter to permanent housing. The Eden Housing project involved the use of Homeless Emergency Aid Program (HEAP) and California Emergency Solutions and Housing (CESH) funds. Individuals are expected to stay an average of 150 days while awaiting a permanent housing unit.

Lastly, the City continues to engage and coordinate with the local continuum of care and the Tulare County Homeless Task Force. Regular meetings allow the City to stay aware of funding and partnership opportunities that meet their own and regional emergency shelter and transitional housing needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City of Tulare will commit funds over the five-year ConPlan period (2020-2024) to the regional CoC. The regional CoC seeks to provide housing and services to people experiencing homelessness. In utilizing coordinated assessment, the CoC aims to match households within the shortest amount of time, and connect clients with services that can help them to transition to self-sufficiency. Over first program year of the ConPlan and likely into subsequent years, the City commits CDBG resources and other funds to the Tulare Lighthouse Rescue Mission, Kings/Tulare Homeless Alliance, Family Services of Tulare County, Salt+Light Works, and the Kings View Corporation to help chronically homeless individuals, unsheltered families and unaccompanied youth transition to permanent housing and independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

According to HUD's *Strategies for Preventing Homelessness*, "Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide." This HUD report indicates it is less expensive and disruptive to keep a household housed in place. To this end, the City will explore the use of CDBG funds to support programs that provide direct assistance to households at risk of becoming homeless. The City will also participate in regional homeless planning efforts, including the Tulare Kings Alliance-CoC's Discharge Plan, which aims to prevent individuals leaving institutions, hospitals, etc., from becoming homeless.

The CoC's prevention strategies focus on effective discharge planning, with an emphasis on requiring foster care programs, in-patient mental health hospitals, hospitals and correctional facilities to provide discharge planning services to clients to ensure that they have access to housing and other needed support services, including respite care, upon discharge. Action steps include convening a working group with stakeholders to examine the discharge planning policies and systems within corrections facilities and each County's human service agencies and identifying initiatives to improve those policies and systems; identifying "cross-cutting" initiatives to improve policies and practices across multiple County agencies. In addition, due to the number of probation and prison sites located within the region, the CoC has adopted a plan

to develop a Continuum-wide, multi-system community re-entry plan that includes housing.

Discussion

The City's homeless strategy focuses on the prevention of homelessness where feasible and the provision of CDBG and other resources to support local service providers that offer effective engagement, services, and housing options for people experiencing homelessness. The City also seeks opportunities to facilitate the development of new housing (emergency, bridge, and permanent supportive units) and the associated wrap around services necessary to address homelessness and housing insecurity and to facilitate self-sufficiency.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Local policies and regulations affect both the quantity and type of residential development, while trends within the national and regional economies, along with federal monetary policies, often play a larger role in shaping residential and commercial development within the City of Tulare. Ongoing assessment of the conditions and regulations that affect the local housing market is critical. The City of Tulare must prepare for future growth through actions that protect the public's health, safety, and prosperity, without impeding access to new and existing housing to members of the community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will evaluate its land use, zoning, building codes and associated permitting fees in order to maintain critical services and facilitate the production and preservation of affordable.

Discussion:

City staff is aware of the need for additional affordable housing, per input from community at housing workshops, findings from housing surveys, and through recent assessments of housing market trends from local and state sources. CDBG funds are the only regular funding source available to the City and staff will review how to leverage the resource to support development and rehabilitation efforts within the City. The urgency of the affordable housing shortfall within the City also necessitates the identification and use of new public, philanthropic, and private funding sources to drive new development and rehabilitation projects and/or programs.

Recent Housing Element Updates that address barriers to and facilitate progress towards the City's affordable and inclusive housing goals include, but are not limited to, the following:

- Completion of the rezone of a sufficient amount of land for the City's low-income Regional Housing Needs Allocation requirement.
- Ongoing promotion of residential infill development on vacant and underutilized land that is properly zoned and planned for residential uses within the City limits.
- Ongoing promotion with Homebuilders to develop multifamily designated land at the highest allowable density.
- For new annexations, require that 8 to 12% of the land in all Master Planned

- Communities be designated for higher density residential.
- Ensure adequate infrastructure and public services for existing and planned residential development.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will take the actions identified below in order to fulfill the goals of the Strategic Plan within the 2020-2024 Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

During FY 2024, the City will encourage and support HATC's efforts to obtain additional rental assistance funding, especially for senior, disabled, and low-income households. Public infrastructure improvements will provide access to individuals with disabilities and mobility limitations.

Actions planned to foster and maintain affordable housing

During the 2024 program year, the City of Tulare will commit CDBG funding principally to low and moderate-income households. This includes multiple public infrastructure and improvement projects and a minor home rehabilitation activity.

Actions planned to reduce lead-based paint hazards

The City will continue to provide information to contractors on training and lead-based paint requirements. In addition, the City will ensure their housing rehabilitation programs maintain compliance with HUD regulations regarding lead-based paint hazards and other policies.

Actions planned to reduce the number of poverty-level families

The City will support several activities that aim to reduce the number of households living in poverty:

Case management, referral to housing and vouchers, and provision of job training and placement offer relief and foster employment opportunities and social, health, and mental well-being.

Actions planned to develop institutional structure

The City has no additional actions planned to develop its institutional structure. The City will continue to work closely with the County of Tulare Housing Authority, as well as with

counterparts at the local and county level.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Tulare does not operate public housing. HATC provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives as it relates to public and assisted housing programs. The City will review the Authority's plans and will provide HATC the opportunity to review and consult with the City regarding its ConPlan and Annual Action Plans. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

The City maintains and seeks new relationships with local nonprofit organizations and other entities. As the City continues to implement its CDBG program, it will incorporate information and other resources from local partner organizations to accomplish ConPlan needs and goals.

Discussion:

The City's 2024 Annual Action Plan was considered and adopted as presented during a City Council on May 7, 2024.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Each HUD program that is covered by the ConPlan regulations must address certain program-specific requirements. Below are the requirements for the CDBG program as prescribed by the ConPlan template.

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Not applicable.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not applicable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.

**Housing Trust Fund (HTF)
Reference 24 CFR 91.220(l)(5)**

1. Distribution of Funds

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

Not applicable.

- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority

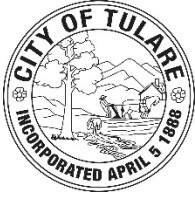
concentration) in which it will direct assistance during the ensuing program year.

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.1
General Business

Department: City Attorney
Submitted by: Mario U. Zamora, City Attorney
Agenda Title: Prosperity Avenue and West Street Intersection Improvements Project
Resolution of Necessity for Property Acquisition

RECOMMENDED ACTION

Adopt a Resolution of Necessity for APN 164-130-004 authorizing the City Attorney to take the steps necessary to finalize the acquisition of the property for the construction of the Prosperity Avenue and West Street Intersection Improvements Project.

SUMMARY

The City desires to acquire portions of properties, including the subject property identified in the attached resolution, for the construction of a new intersection at Prosperity Avenue and West Street. The City desires to acquire a portion of the West to expand the current intersection and install new traffic signals.

In preparation for the acquisition of the needed properties, the City prepared two appraisals for the Property and made statutory offers to the property owners. These steps were taken to ensure compliance with all applicable laws.

It is important to note that this hearing, by law, is not conducted to discuss or in any way address the compensation for the land that will be needed for completion of the Project. This hearing is held to have the Council make the necessary findings and establish by resolution the public necessity for the project and consequently for the identified parcels needed to complete the project. Any public testimony or council discussion regarding the value of the properties would be inappropriate.

A prior agreement to purchase the property was agreed to.

The attached Resolution of Necessity must be passed by 2/3 vote of council (or 4 of 5 in favor) and would authorize the City Attorney to initiate an Eminent Domain process, and/or specific performance of the existing agreement, if necessary, to secure the parcels for the desired project. Such process would require a complaint to be filed in Superior Court along with a deposit equal to the fair market value appraisal obtained by the City for the subject property. The total fair market value for the Property is \$18,905.50. The City's most recent offer to the property owner was \$19,000.00. The City would also request an order of immediate possession from the court, which would provide the City with the ability to take possession of the Property before the Eminent Domain court proceedings have been completed.

FISCAL IMPACT & FUNDING SOURCE(S)

Project (EN0088) and funding were approved as part of the Capital Improvement Program Budget for Fiscal Year 2023/24 through 2027/28.

LEGAL REVIEW

The City Attorney’s Office prepared the Resolution of Necessity and has been involved in the right-of-way acquisition process.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny - Denying would require that City staff and consultants continue to negotiate directly with the affected property owner who has not been responsive to such efforts to date.
Failure to secure the property would prevent the City from completing the project.
3. Table - The postponement of adopting the Resolution of Necessity will result in continued delays in the construction of the project.

ATTACHMENTS

1. Resolution of Necessity

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE APPROVING THE ACQUISITION OF AN INTEREST IN PROPERTY FOR THE PROSPERITY AVENUE & WEST STREET INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the City Council of the City of Tulare has adopted a project for the installation of a new intersection at Prosperity Avenue and West Street including a new traffic signal to address increased traffic volume at this location and master-planned utilities (water, sewer, and storm drain) to minimize/prevent the need to tear up the newly constructed pavement as development occurs (collectively the “Project”); and

WHEREAS, the City intends to carry out and make effective the principal purpose pursuant to Code of Civil Procedure §1240.120(a), and in connection with the Project, acquire interest in certain real property more specifically described in Exhibit A to this resolution. The stated public use is a function of the City; and

WHEREAS, the City is authorized to acquire the interests in the property described in Exhibit A herein and exercise the power of eminent domain for the public use set forth herein in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure §1230.010 et. seq. and pursuant to California Government Code §37350.5 and §38730 and Code of Civil Procedure §1240.125; and

WHEREAS, an offer was made to the owner of record on April 22, 2022 but has not been accepted; and

WHEREAS, the interest in the property to be acquired consists of fee simple. The property to be acquired is described and shown in Exhibit A, attached hereto and incorporated herein by reference, together a map thereof; and

WHEREAS, on April 10, 2024, there was mailed a “Notice of Intent” regarding Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain (“Notice of Intent”) of the interest in the real property described in Exhibit A herein, which Notice of Intent is attached hereto as Exhibit B and is incorporated herein by this reference. Said Notice of Intent was mailed to all persons whose names appear on the last equalized County Assessment Roll. Said Notice of Intent advised said persons of their right to be heard on the matter referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing set out in said Notice of Intent was held on May 7, 2024, at the time and place stated herein, and all interested parties were given an opportunity to be heard following which the hearing was closed.

NOW, THEREFORE, BE IT RESOLVED, based upon the evidence presented, the City Council of the City of Tulare, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES each of the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The property described herein in Exhibit A is necessary for the Project.
4. The offer required by §7267.2(a) of the Government Code, together with the accompanying statement of and summary of the basis for the amount established as just compensation, was made to the owner or owners of record, which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code §7267.2(a) which is attached hereto as Exhibit C.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the interest in the property described herein have been complied with by the City.
6. The City Attorney is hereby AUTHORIZED and EMPOWERED:
 - a. To acquire in the name of the City, by condemnation, the interest in the property described in Exhibit A, attached hereto and incorporated herein by this reference, in accordance with the provisions of the California Eminent Domain Law and the Constitution of California.
 - b. To acquire the property in fee simple absolute unless a lesser estate is described in Exhibit A herein.
 - c. To prepare or have prepared and to prosecute or to retain counsel to prosecute in the name of the City such proceedings in the proper court as are necessary for such acquisition.
 - d. To deposit the probable amount of compensation, based on an appraisal, and if needed to apply to said court for an order permitting the City to take immediate possession and use of said property for said public uses and purposes.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

Exhibit "A"
Right of Way Acquisition

APN: 164-130-004

A PORTION OF PARCEL 3 OF PARCEL MAP NO. 1706, AS PER MAP RECORDED IN BOOK 18 OF PARCEL MAPS, AT PAGE 7, TULARE COUNTY RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3;
THENCE SOUTH 89°51'47" EAST ALONG THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 11.00 FEET, TO A POINT ON A LINE PARALLEL TO AND 11.00 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID PARCEL 3;

THENCE SOUTH, ALONG SAID PARALLEL LINE, 215.22 FEET;

THENCE SOUTH 45°08'21" EAST, 32.37 FEET, TO A POINT ON A LINE PARALLEL TO AND 14.50 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID PARCEL 3;

THENCE SOUTH 89°51'47" EAST, ALONG SAID PARALLEL LINE, 138.55 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL 3;

THENCE SOUTH, ALONG SAID EAST LINE, 14.50 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE 89°51'47" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 3, A DISTANCE OF 162.52 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 10.00 FEET;

THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 89°51'47", AN ARC DISTANCE OF 15.68 FEET, TO THE WEST LINE OF SAID PARCEL 3;

THENCE NORTH, ALONG SAID WEST LINE, 242.52 FEET, TO THE POINT OF BEGINNING.

Exhibit “B”



**GRISWOLD
LASALLE**
COBB DOWD & GIN LLP

MARIO U. ZAMORA

Attorney at Law
mzamora@griswoldlasalle.com

559.584.6656
111 E 7th Street
Hanford, CA 93230
www.griswoldlasalle.com

April 18, 2024

VIA U.S. MAIL ONLY

Japinder Grewal
1360 N. West Street
Tulare, CA 93274

**CITY OF TULARE
AMENDED NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY
TO ACQUIRE APN 164-130-004
(Code of Civil Procedure, Section 1245.235)**

Dear Japinder:

Pursuant to Government Code §7267 et seq., the City of Tulare ("City") made an offer to acquire a portion of the property known as APN 164-130-004 for the amount of nineteen thousand dollars (\$19,000.00). This amount was determined based on the appraisal included in the formal offer.

The City's property acquisition representative has been working diligently to complete the acquisition of the property since the date of the formal offer. If the process cannot be finalized soon, the City will exercise its right to begin the eminent domain process.

Please be advised that if an agreement cannot be reached, the City of Tulare will hold a hearing on May 7, 2024 at 7:00pm in the City Council Chambers located at 491 North "M" Street, Tulare, CA 93274, to consider the adoption of a resolution of necessity for the required property rights. You have a right to be heard at the hearing if you notify our office within fifteen (15) days of the date of this correspondence. The City is willing to continue working on this issue up to the meeting time identified above.

Please do not hesitate to contact our office if you have any questions.

Sincerely,

**GRISWOLD, LaSALLE, COBB,
DOWD & GIN, LLP**

By: 
MARIO U. ZAMORA

MUZ\db
cc: client



Exhibit “C”



RECEIPT OF OFFER PACKAGE

Prosperity and West Traffic Signal and Improvements Project
APN: 164-130-004

Property Owner: Japinder Grewal, a single man

Site Address: 1360 N. West Street, Tulare, CA 93274

This is to acknowledge receipt of the offer package containing the following items:

1. Offer Letter
2. Appraisal Summary Sheet
3. Purchase and Sale Agreement
4. Grant Deed
5. Summary Statement Relating to the Purchase
6. Title VI brochure
7. A brochure entitled "Your Property Your Rights."
8. W-9 and 590 Tax Forms

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

This is to acknowledge receipt of the offer package covering the real property described above. Upon receipt, please sign below and return to Jesse Ortiz via email: jortiz@monumentrow.com

Name of Recipient (please print) Signature of Recipient Date

() _____ () _____
Phone Cell E-mail

Best time to call: _____



April 22, 2022

Japinder Grewal
1360 N. West Street
Tulare, CA 93274

Re: Prosperity and West Traffic Signal and Improvements Project
Offer to Purchase Property Rights
Site Address: 1360 N. West Street, Tulare, CA 93274
APN: 164-130-004

Dear Property Owner:

Monument, a right-of-way real estate consulting firm ("Monument") has been retained by the City of Tulare ("City") to acquire property rights for the above-referenced project. The purpose of this project is to upgrade the intersection of Prosperity Avenue and West Street from its current stop sign control to a fully signalized intersection and add ADA-compliant sidewalks ("Project"). In order to allow for the construction of this Project, a portion of your property along N. West Street and Prosperity Avenue will need to be acquired.

I have attached a packet regarding this acquisition for your review. The enclosed drawings depict the 5,359 Sq. Ft. area required for this acquisition. The only improvements that are situated in the take area are a mailbox and approximately 33 square feet of concrete driveway that leads to the house and garage from West Street.

The total value for this property is \$19,000.00.

The following items are included in the attached packet:

A. Your Copy of Documents and General Information:

1. Appraisal Summary Sheet.
2. Purchase and Sale Agreement.
3. Grant Deed.
4. Summary Statement Relating to the Purchase.
5. Title VI brochure.
6. A brochure entitled "Your Property Your Rights."
7. W-9 and 590 Tax Forms.



3626 Fair Oaks Blvd., Suite 100, Sacramento, CA 95864
info@monumentrow.com | 800 577 0109

monumentrow.com



Grewal
April 22, 2022
Page 2

B. Documents for your Signature:

1. Purchase and Sale Agreement - Two (2) signed copies (no notary needed).
2. Grant Deed – One (1) signed copy (notary needed).
3. W-9 and 590 Tax Forms - need California Tax ID number and signature (no notary needed).

Due to our project deadlines, I would appreciate your earliest response. I am looking forward to discussing this Project and answering your questions.

If you agree with the terms, please sign two copies of the Purchase and Sale Agreement and one copy of the Grant Deed, along with the required tax forms, and return them to me in the enclosed self-addressed, stamped envelope.

Per the California Code of Civil Procedure, you are entitled for the City to pay the reasonable cost, not to exceed \$5,000, for an independent appraisal of your property. If you choose to have an independent appraisal done, you must contract for the appraisal. The appraiser must be licensed with the California Office of Real Estate Appraisers. The conditions for reimbursement of these costs are described in the attached Summary Statement Relating to the Purchase of Real Property or an Interest Therein.

Jesse Ortiz, of Monument is the acquisition agent on this Project. If you have any questions or concerns regarding this offer or the acquisition process, please feel free to contact Jesse Ortiz by phone at (657)238-9849 or via email at jortiz@monumentrow.com. We sincerely appreciate your cooperation and your support of this very important Project for the City of Tulare.

Sincerely,

Jeremy Nied
Project Manager, Monument, Inc.
jnied@monumentrow.com
On behalf of the City of Tulare



3626 Fair Oaks Blvd., Suite 100, Sacramento, CA 95864
info@monumentrow.com | 800 577 0109

monumentrow.com

City of Tulare	CONFIDENTIAL	Caltrans Exhibit
APPRAISAL SUMMARY STATEMENT	The document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.	8-EX-15A
		Page 1 of 12

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
				164-130-004		February 3, 2022

Owner: Japinder Grewal, a single man Date Acquired: February 12, 2018

Property Address: 1360 N. West Street, Property to be acquired: Part All
Tulare, CA 93274

Locale: The subject larger parcel property consists of a single parcel of land that is located at the northeast corner of Prosperity Avenue and West Street, in northwest Tulare, California.

Total Property Area: 45,530 Sq. Ft. (larger parcel) Including Access Rights Yes No

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by The City of Tulare (the "City") is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (C) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the City is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest valued: Fee Simple & Temporary use
Date of valuation: February 3, 2022 Original Updated
Applicable zoning: R-1-8 (Single Family Residential)
Area to be acquired: 5,359 Sq. Ft.
Highest and best use: As improved
Current use: Single family residence

City of Tulare	CT Exhibit 8-EX-15A
APPRAISAL SUMMARY STATEMENT (CONT.)	Page 2 of 12

AREAS WITHIN THE RIGHT OF WAY

The proposed acquisition of new road right-of-way (ROW) will be a partial taking in fee title. It is an L-shaped portion that parallels the lot's curved southwest corner. It is 14.50 wide along the south boundary line and tapers to 11.00 feet wide along the west property line. Altogether, the take area contains 5,359 square feet of land area.

Total Area = 5,359 Sq. Ft.

New Road Right-of-Way

5,359 Sq. Ft. x \$3.50/Sq. Ft. x 100%	=	<u>\$18,757</u>
Total	=	\$18,757

IMPROVEMENTS WITHIN THE RIGHT OF WAY

The only improvements that are situated in the take area are a mailbox and approximately 33 square feet of concrete driveway that leads to the house and garage from West Street.

Concrete Driveway

33 Sq. Ft. x \$6.00/Sq. Ft. x 25 % Depreciated value	=	<u>\$148.50</u>
Total	=	\$148.50

Lump Sum Total = \$18,905.50

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

Value of the property being
acquired including the following
improvements:

Land:	\$	<u>18,757</u>
Imps:	\$	<u>148.50</u>
	\$	<u>18,905.50</u>

Severance Damages (see page 4):

Cost to Cure Damages: \$ 0

Incurable Damages: \$ 0

Total Damages: \$ 0

Benefits (see page 4): \$ 0

Net Damages: \$ 0

The total amount of any other compensation: \$ 0

JUST COMPENSATION FOR ACQUISITION \$ 18,905.50

*** Rounded To** \$ 19,000

Construction Contract Work \$ 0

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

None \$ 0

Lump Sum Total \$ 0

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total \$ 0

TOTAL DAMAGES \$ 0

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total \$ 0

NET DAMAGES (Total Damages less Benefits) \$ 0

CONSTRUCTION CONTRACT WORK ITEMS

1. contractor will relocate the mailbox outside of the new right-of-way.

SUMMARY OF THE BASIS FOR JUST COMPENSATION

Selected Market Data

Four sales of comparable residential land parcels are selected for use in valuing the subject larger parcel. These data items are narratively discussed below followed by a grid that analyzes the data and shows how each item compares to the subject.

LAND SALES COMPARISON GRID				
Comparable Residential Land Sales				
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4
Location	Killette Rd.	1876 W. Prosperity	1826 W. Prosperity	Tollin Rd.
City	Tulare	Tulare	Tulare	Tulare
APN	164-150-041	164-150-024	164-150-025	164-150-032
Buyer	Gomez	Montano & Zavala	Gamero & Garnica	Plascencia-Salas
Document No.	20-15954	21-40418	21-44491	21-54244
Recording Date	3/17/2020	6/1/2021	6/16/2021	7/26/2021
Sale Price	\$135,000	\$150,000	\$155,000	\$145,500
Land Area – SF	43,570	47,013	47,010	41,939
Price / SF	\$3.10	\$3.19	\$3.30	\$3.47
Topography	Level	Level	Level	Level
Zoning	R-A-43	R-1-8	R-1-8	R-A-43
Utilities	W-E-G	W-S-E-G	W-S-E-G	W-E-G
Off-Sites	None	None	None	None
Property Rights	=	=	=	=
Financing	=	=	=	=
Conditions of Sale	=	=	=	=
Market Conditions	+	+	+	=
Interim Value	> \$3.10	> \$3.19	> \$3.30	= \$3.47
Location	=	=	=	=
Zoning	=	=	=	=
Parcel Size	=	=	=	=
Topography	=	=	=	=
Utilities	=	=	=	=
Off-Sites	=	=	=	=
Final Indication	> \$3.10	> \$3.19	> \$3.30	= \$3.47

City of Tulare	CT Exhibit 8-EX-15A
APPRAISAL SUMMARY STATEMENT (CONT.)	Page 6 of 12

In comparing these sales to the subject property, consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. The comparison grid summarizes how each data item is compared to the subject. A “+” is shown if the data item is inferior to the subject, a “-” is used if the sale is superior, and an “=” sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market and in some instances a greater magnitude of difference is appropriate for a symbol.

Based on these comparisons, the subject land should be valued above the \$3.10 to \$3.30 per square foot indicated by sale nos. 1 through 3, and at a level similar to the \$3.47 per square foot reflected in sale no. 4. Considering the definition of market value that applies in this appraisal, which calls for the “highest price” that is reasonable in the marketplace, a unit value of \$3.50 per square foot is concluded for the subject property. When applied to the 43,530 square feet in the subject larger parcel, a total land value of \$152,355 results.

$$\text{Land Size} \times \text{Value per S.F.} = \text{Value of Larger Parcel Land } 43,530 \text{ s.f.} \times \$3.50 = \$152,355$$

In a strip appraisal where the majority of the property’s improvements are not being affected by the partial acquisition, it is still important to include in the value of the larger parcel the contribution of any improvements that are being taken. The cost approach is used to estimate this improvement value and the Marshall Valuation Service cost manual is used as the source for the replacement cost. The manual suggests a cost new of \$6.00 per square foot, which for 33 square feet of concrete driveway would be \$198. This is depreciated by 25% to arrive at a contributory value for this improvement of \$149.

Adding the value of the land to the contribution of the affected improvements leads to a total value for the subject larger parcel of \$152,504.

Property Valuation Discussion

Comparable 1 is located along the east side of Kilette Road, north of Prosperity Avenue, in northwest Tulare. The 43,570-square-foot parcel is situated in a rural residential area that is just north of the Tulare city limits. Public utility services are available, including city water which is in the fronting street, but no off-site improvements were installed. The zoning is R-A-43 by the County of Tulare, which is a rural residential district with a one-acre minimum lot size. The property had been on and off the market for many years, and most recently it was listed in July 2019 for \$159,900. A buyer was eventually found, and a sale took place in March 2020 at a price of \$135,000 or \$3.10 per square foot.

Comparable 2 represents a vacant residential land parcel that is located on the north side of Prosperity Avenue, west of West Street, in northwest Tulare. The 47,013-square-foot lot has no off-site improvements in place, but all public utilities are readily available to serve it. It is rectangular in shape and has an interior lot orientation. The zoning is R-1-8 by the City of Tulare for single-family residential uses. The property was put up for sale in March 2021 at an asking price of \$175,000, and after three months of exposure it sold in June 2021 for \$150,000. This is equal to \$3.19 per square foot. The buyer paid all cash for the property and plans to construct a new residence on the site.

Comparable 3 is adjacent to sale no. 2 and it is also a rectangular lot that is located on the north side of Prosperity Avenue, just to the west of West Street, in Tulare. This parcel contains 47,010 square feet of land area. It is unfinished with no curb or gutter off-site improvements installed, but all public utility services are available. The City of Tulare has zoned the property R-1-8 for single-family residential uses. In March 2021, the property was offered for sale at a list price of \$175,000. Two months later a buyer was found, and the sale closed in June 2021 at a price of \$155,000 or \$3.30 per square foot. The buyer is planning to build a new house on the lot.

City of Tulare	CT Exhibit 8-EX-15A
APPRAISAL SUMMARY STATEMENT (CONT.)	Page 7 of 12

Comparable 4 refers to a vacant land parcel that is located along the south side of Tollin Road, east of Kilette Road, in northwest Tulare. The property is just outside of the Tulare city limits and is zoned R-A-43 by the County for rural residential uses. The parcel has 41,939 square feet of land area. It is raw land with no off-site improvements in place, but most public utilities are available to serve it. A listing of the property hit the market in February 2021 at an asking price of \$174,900, and this was later reduced to \$160,000 in May 2021. After two more months the property sold in July 2021 for \$145,500 or \$3.47 per square foot in an all-cash transaction.

Value of Portion to be Acquired

The same unit value that has been estimated for the larger parcel is also applied to the portion of the site that is to be acquired in fee title for use as permanent right-of-way. To this is added the contributory value of the affected improvement leading to a total value for the permanent taking of \$18,906.

$$\text{Land Size} \times \text{Value per S.F.} = \text{Land Value} + \text{Improvement Value} = \text{Value of Permanent Taking}$$

$$5,359 \text{ s.f.} \times \$3.50 = \$18,757 + \$149 = \$18,906$$

Improvements:

The only improvements that are situated in the take area are a mailbox and approximately 33 square feet of concrete driveway that leads to the house and garage from West Street.

Severance damages:

The only corrective work needed to repair the subject property will be the relocation of the mailbox, which will be handled by the contractor as construction contract work. Therefore, no damages to the remainder property are expected to result from the partial acquisition or from the construction and use of the planned project.

Benefits:

No benefits that will enhance the value of the remainder property are anticipated as a result of the project. Therefore, the net severance damages to the remainder are \$0.

Construction Contract Work:

Sometimes it is necessary to do certain work, either inside the right-of-way or on the owner's private property, in order to restore the utility and value of the remainder property, and this work may be most economically and/or practically performed by the project's contractor. This is known as construction contract work. For this subject property, the contractor will relocate the mailbox outside of the new right-of-way.

City of Tulare	CT Exhibit 8-EX-15A
APPRAISAL SUMMARY STATEMENT (CONT.)	Page 8 of 12

Analysis of Remainder:

In the after condition, the remainder property will be slightly smaller at 38,171 square feet, which will still meet the minimum lot size specified for the R-1-8 zoning. The shape of the parcel will not be altered as the taking mirrors the existing shape of the property. The lot will still have visibility from both roadways and access will continue to be available from West Street. The house and garage will not be affected, and their setback will still comply with the zoning requirement. The mailbox situated in the northwest corner of the property will need to be relocated.

The project improvements are intended to improve traffic control and intersection safety. While this will be generally beneficial to properties in the area, the project is not likely to measurably increase the value of the subject remainder.

Final Total Value Opinion:

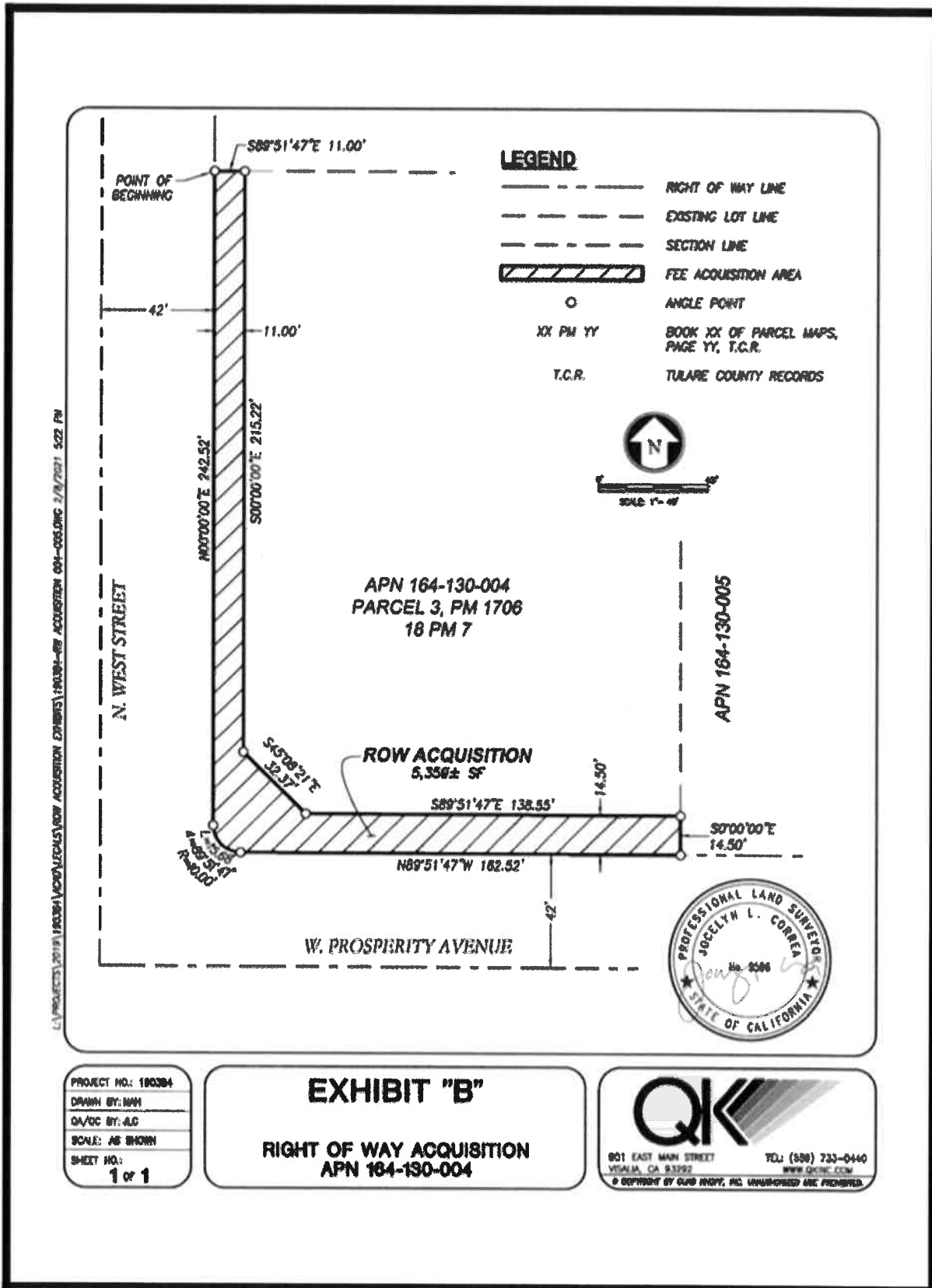
The final total value opinion is equal to the value of the takings plus the net severance damages to the remainder, which totals \$18,906 and is rounded to \$19,000.

Value of Takings + Net Severance Damages = Final Total Value Opinion

$$\mathbf{\$18,906 + \$0 = \$18,906 \cong \$19,000}$$



AERIAL PHOTOGRAPH





View of the take area looking north along the West Street frontage from the southwest corner of the parcel.



View of the right-of-way take area looking south from the northwest corner of the property.



View of the take area looking west from the east property line along the Prosperity Avenue frontage.



View of the take area situated at the southwest corner of the parcel nearest the street intersection.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement is entered into on _____, 2022 (the "Effective Date"), by and between the City of Tulare, a municipal corporation ("Grantee"), and Japinder Grewal, a single man, referred to as ("Grantor").

By and through this Agreement, Grantor agrees to sell and convey, and Grantee agrees to purchase, the below described Property for the City of Tulare's Prosperity and West Traffic Signal and Improvements Project ("Project") on the following terms and conditions.

ARTICLE I PROPERTY

The "Property" is hereinafter defined as the road right-of-way totaling 5,359 square foot portion of 1360 N. West Street, situated in the City of Tulare, Tulare County, California, designated as Assessor's Parcel Number 164-130-004, and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference, required for the Project.

ARTICLE II PURCHASE PRICE

The total purchase price for the Property, including affected improvements, is \$19,000.00 (NINETEEN THOUSAND DOLLARS AND NO CENTS) (the "Purchase Price"), payable by Grantee to Grantor as follows. The Purchase Price is payable by Grantee at the close of escrow, pursuant to the terms and conditions of Article III.

ARTICLE III ESCROW AND DELIVERY OF DOCUMENTS

3.1 **Escrow.** This Agreement is contingent upon (i) a preliminary title report having been approved by Grantee; (ii) Grantor's assurances, to Grantee's satisfaction, that all liens and encumbrances of record on the Property have been or will be removed and will not impact the Grantee's Project.

3.2 **Opening of Escrow.** The escrow shall be opened to consummate the sale of the Property according to the terms of this Agreement at the office of Chicago Title Company, 1905 Hillman Street, Tulare, CA, 93274 ("Escrow Holder"), Order No. FWV1-TO20002885.

3.3 **Grantor's Deliverables.** Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law

3.4 **Grantee's Deliverables.** Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantee shall complete, execute and deliver to Escrow Holder the Purchase Price.

3.5 **Delivery of Documents.** Grantor and Grantee shall deposit with Chicago Title Co. all instruments and documents, including but not limited to the Grant Deed (the "Deed"), and all other items (i) identified in the escrow instructions, or (ii) reasonably required by the Escrow Holder to close the sale on the Closing Date. Chicago Title Co. shall place all such documents into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed are recorded in the Official Records of Tulare County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

3.6 **Closing Date.** The escrow shall be closed on the date the Deed are recorded. The escrow shall be in a condition to close when the Escrow Holder is authorized under the escrow instructions, and when the Escrow Holder is otherwise able, to record the Deed. The escrow shall be closed no later than thirty (30) days following the escrow opening date, unless the closing date is extended pursuant to the terms of this Agreement.

3.7 **Prorations.** The following shall be prorated between Grantor and Grantee based on a thirty-day month as of the date on which escrow closes: real property taxes and special assessments.

3.8 **Closing Costs.** Grantee shall pay all costs of recording the Grant Deed and any other instruments required to convey title to Grantee; the cost of preparing, executing, and acknowledging the Deed and all other instruments necessary to convey title to Grantee; and the escrow fee.

3.9 **Vesting of Title.** On the close of escrow, title shall be vested in the City of Tulare, a municipal corporation.

ARTICLE IV **ADDITIONAL TERMS AND CONDITIONS**

4.1 **Preliminary Title Report.** Grantee obtained a preliminary California Land Title Association report of the title of the Property, dated December 15, 2020 (the "Original Report"). Grantee agrees that the Original Report does not contain any objectionable items. Within fifteen (15) days after the execution of this Agreement, Grantee shall obtain an updated preliminary California Land Title Association report of the title to the Property and each document shown as an exception or encumbrance in the report (the "Updated Report"). This Updated Report shall be done at the expense of the Grantee. Within fifteen (15) days after the delivery of the Updated Report and related documents to Grantee, Grantee shall notify Grantor in writing of any new objection to any exception therein. If Grantee makes a timely objection to any exception and the exception is not eliminated within ten (10) days of the Grantor's receipt of the objection, this Agreement shall be terminated. Grantee's failure to object in this manner to any exception shall be an approval by Grantee of that exception.

4.2 **Miscellaneous Conditions**. The close of escrow opened pursuant to ARTICLE III, and Grantee's obligation to purchase the Property pursuant to this Agreement, are subject to the satisfaction of the following conditions, which are solely for Grantee's benefit unless otherwise indicated:

4.2.1 **Marketable Title**. The conveyance to Grantee of good and marketable title to the Property, as evidenced by a California Land Title Association standard coverage title insurance policy issued by Chicago Title Company in the full amount of the Purchase Price, insuring that title to the Property is vested in Grantee free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Grantor, subject only to those exceptions approved by Grantor in writing.

4.2.2 **Delivery of Possession of the Property**. The delivery of possession of the Property to Grantee shall commence on acceptance of this Agreement by Grantee and deposit of the Purchase Price in escrow, free and clear of all uses and occupancies except those approved in writing by Grantee.

4.3 **Failure of Condition and Grantor's Breach of Warranty**. If any of the conditions set forth in this Agreement fails to occur, or if Grantee notifies Grantor in writing prior to the close of escrow of Grantor's breach of any of Grantor's warranties set forth in this Agreement, then Grantee may cancel the escrow, terminate this Agreement, and recover the amount paid by Grantee to the escrow holder toward the purchase price of the Property (less costs and expenses of escrow). Grantee shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to Grantor and the Escrow Holder within ten (10) days of the failure or breach. The exercise of this power shall not waive any other rights Grantee may have against Grantor for breach of this Agreement. Grantor shall instruct the Escrow Holder, in the escrow instructions delivered pursuant to Article III, to refund to Grantee all money and instruments deposited in escrow by Grantee pursuant to this Agreement upon failure of a condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction shall be irrevocable.

ARTICLE V

RIGHTS, RELEASES, WARRANTIES AND INDEMNIFICATIONS

5.1 **Right of Grantee to Enter Property**. Grantor grants to Grantee, or Grantee's agent, the right, at any time and from time to time within thirty (30) days after the opening of the escrow for this transaction, to enter onto the Property and to conduct tests or investigations, including but not limited to tests necessary to determine engineering, geological, soils, environmental, and other conditions of the Property, provided that:

- A. The acts shall be conducted at the sole cost and expense of Grantee;
- B. The acts do not unreasonably interfere with Grantor's possession;
- C. Grantee shall indemnify and hold Grantor harmless from any costs or liability resulting from the acts, and, if the escrow is canceled for a reason that is not the fault of the

Grantor, for any physical damage to the Property resulting from the acts; and

D. Grantee shall give Grantor written notice of their intention to enter two (2) days prior to the date of the planned entry.

5.2 **Warranties and Representations of Grantor.** Grantor represents and warrants that:

A. As to the Property, Grantor owns the Property, free and clear of all liens, leases, licenses, claims, encumbrances, easements, and encroachments of the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Grantor has no knowledge of any pending litigation involving the Property.

C. Grantor has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property.

D. Grantor is not in default under any contract, note, or encumbrance relating to the Property.

E. Grantor will maintain the Property in good repair and in the same condition, reasonable wear and tear excepted, as on the date of this Agreement.

F. Grantor has no knowledge of any material defects in the Property.

G. Grantor makes the following environmental representations and warranties:

(1) No notices of any violation of any environmental laws have been received by Grantor and Grantor is not aware of any existing or pending requirements of any governmental authority relating to environmental matters requiring any remedial actions or other work, repairs, construction, or capital expenditures with respect to the Property.

(2) There is no fact pertaining to the current physical condition of the Property known to Grantor (i) which has not been disclosed to Grantee in writing by Grantor prior to the date of this Contract or herein, and (ii) which adversely affects the Property or the use or enjoyment or the value thereof.

H. Grantor makes the following hazardous waste material representations and warranties:

(1) During the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of

hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

(2) The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, including but not limited to the Grantor.

(3) Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section, which representations and warranties shall survive close of escrow and recordation of the Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. Grantors obligations pursuant to this Section shall survive the close of escrow and recordation of the Deed.

I. Grantor hereby agrees to hold harmless and indemnify and defend Grantee from and against any well-founded claim, liability, or other obligation or expenses related thereto which Grantee incurs by reason of any material misrepresentation made by Grantor of any construction, alterations, additions or improvements carried on by Grantor prior to closing. Grantee hereby agrees to hold harmless, indemnify, and defend Grantor from and against any and all claims, liability, loss, or other obligations and expenses related thereto which Grantor may incur by reason of any liability arising out of Grantee's ownership of the Property after the closing, except to the extent that Grantor is otherwise found liable at law for such liability.

5.3 **Survival of Warranties.** All warranties, covenants, and other obligations described in this article and elsewhere in this Contract shall survive delivery of the Deed.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 **Risk of Loss.** The parties agree that the following provision shall govern the risk of loss:

If, before Grantor transfers legal title or possession of the Property to Grantee, all or a material part of the Property is destroyed without fault of Grantee, Grantee shall be entitled to recover any portion of the price Grantee has paid, and Grantor shall not have the right to enforce this Contract.

6.2 **Insurance.** Grantor shall cancel all policies of insurance on the Property as of the close of escrow. Grantee shall be responsible for obtaining insurance on the Property as of the close of escrow.

6.3 **Time of Essence.** Time is of the essence in this Contract.

6.4 **Notices.** Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be served on the parties at the following address.

If to Grantee:

City Manager
C/o Nick Bartsch, Sr., Project Manager
411 East Kern Ave.
Tulare, CA 93274

If to Grantor:

Japinder Grewal
1360 N West Street
Tulare, CA 93274

Email: nbartsch@tulare.ca.gov

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Section.

Any such notices shall be in writing and delivered through: (a) overnight Federal Express or priority U.S. Mail, in which case notice shall be deemed delivered one (1) business day after deposit for next business day delivery with such courier, or (b) electronic mail, in which case the notice shall be deemed delivered upon transmission provided that the sender does not receive a delivery failure notification from the recipient's electronic mail server and; provided, further, that the electronic or facsimile transmission is followed by the contemporaneous sending of such notice to the addresses set forth above by another one of the methods permitted above. Any electronic mail transmission initiated after 5:00 PM on a weekday, or at any time on a Saturday, Sunday, or legal holiday, shall be deemed given on the following business day. The above addresses may be changed by written notice to the other Party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party pursuant to this section shall qualify as notice under this Lease.

6.5 **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property, and with respect to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantee and Grantor.

6.6 **Settlement of Disputes**. In the event of any dispute under the terms of this Agreement, the aggrieved party shall first give written notice (a "Dispute Notice") to the other party setting forth the nature of the dispute and the relief requested. The parties shall then attempt to resolve the dispute by escalating the dispute within their respective organizations.

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

6.8 **Attorneys' Fees**. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between Grantee and Grantor, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

6.9 **Binding Effect**. Grantor and Grantee have the right, power, legal capacity and authority to enter into and perform their obligations under this Agreement without further approval or consent. Those persons executing this Agreement on behalf of Grantor and Grantee are authorized to do so, and by so executing this Agreement, they thereby bind Grantor and Grantee to the terms hereof. Except as otherwise expressly provided herein, this agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

6.10 **Governing Law**. This contract and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

6.11 **Headings**. The headings of the articles and sections of this Contract are inserted for convenience only. They do not constitute part of this contract and shall not be used in its construction.

6.12 **Execution**. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

6.13 **Execution and Counterparts**. This Contract, as well as any amendments and supplements thereto, may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of its execution and delivery, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale the day and year first written above.

GRANTEE:
CITY OF TULARE,
A Municipal Corporation

City Manager

Date

GRANTOR:
Japinder Grewal, a single man

X

Japinder Grewal, an individual

Date

APPROVED AS TO FORM:

City Attorney, City of Tulare

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement is entered into on _____, 2022 (the "Effective Date"), by and between the City of Tulare, a municipal corporation ("Grantee"), and Japinder Grewal, a single man, referred to as ("Grantor").

By and through this Agreement, Grantor agrees to sell and convey, and Grantee agrees to purchase, the below described Property for the City of Tulare's Prosperity and West Traffic Signal and Improvements Project ("Project") on the following terms and conditions.

ARTICLE I PROPERTY

The "Property" is hereinafter defined as the road right-of-way totaling 5,359 square foot portion of 1360 N. West Street, situated in the City of Tulare, Tulare County, California, designated as Assessor's Parcel Number 164-130-004, and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference, required for the Project.

ARTICLE II PURCHASE PRICE

The total purchase price for the Property, including affected improvements, is \$19,000.00 (NINETEEN THOUSAND DOLLARS AND NO CENTS) (the "Purchase Price"), payable by Grantee to Grantor as follows. The Purchase Price is payable by Grantee at the close of escrow, pursuant to the terms and conditions of Article III.

ARTICLE III ESCROW AND DELIVERY OF DOCUMENTS

3.1 **Escrow.** This Agreement is contingent upon (i) a preliminary title report having been approved by Grantee; (ii) Grantor's assurances, to Grantee's satisfaction, that all liens and encumbrances of record on the Property have been or will be removed and will not impact the Grantee's Project.

3.2 **Opening of Escrow.** The escrow shall be opened to consummate the sale of the Property according to the terms of this Agreement at the office of Chicago Title Company, 1905 Hillman Street, Tulare, CA, 93274 ("Escrow Holder"), Order No. FWV1-TO20002885.

3.3 **Grantor's Deliverables.** Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law

3.4 **Grantee's Deliverables.** Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantee shall complete, execute and deliver to Escrow Holder the Purchase Price.

3.5 **Delivery of Documents.** Grantor and Grantee shall deposit with Chicago Title Co. all instruments and documents, including but not limited to the Grant Deed (the "Deed"), and all other items (i) identified in the escrow instructions, or (ii) reasonably required by the Escrow Holder to close the sale on the Closing Date. Chicago Title Co. shall place all such documents into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed are recorded in the Official Records of Tulare County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

3.6 **Closing Date.** The escrow shall be closed on the date the Deed are recorded. The escrow shall be in a condition to close when the Escrow Holder is authorized under the escrow instructions, and when the Escrow Holder is otherwise able, to record the Deed. The escrow shall be closed no later than thirty (30) days following the escrow opening date, unless the closing date is extended pursuant to the terms of this Agreement.

3.7 **Prorations.** The following shall be prorated between Grantor and Grantee based on a thirty-day month as of the date on which escrow closes: real property taxes and special assessments.

3.8 **Closing Costs.** Grantee shall pay all costs of recording the Grant Deed and any other instruments required to convey title to Grantee; the cost of preparing, executing, and acknowledging the Deed and all other instruments necessary to convey title to Grantee; and the escrow fee.

3.9 **Vesting of Title.** On the close of escrow, title shall be vested in the City of Tulare, a municipal corporation.

ARTICLE IV **ADDITIONAL TERMS AND CONDITIONS**

4.1 **Preliminary Title Report.** Grantee obtained a preliminary California Land Title Association report of the title of the Property, dated December 15, 2020 (the "Original Report"). Grantee agrees that the Original Report does not contain any objectionable items. Within fifteen (15) days after the execution of this Agreement, Grantee shall obtain an updated preliminary California Land Title Association report of the title to the Property and each document shown as an exception or encumbrance in the report (the "Updated Report"). This Updated Report shall be done at the expense of the Grantee. Within fifteen (15) days after the delivery of the Updated Report and related documents to Grantee, Grantee shall notify Grantor in writing of any new objection to any exception therein. If Grantee makes a timely objection to any exception and the exception is not eliminated within ten (10) days of the Grantor's receipt of the objection, this Agreement shall be terminated. Grantee's failure to object in this manner to any exception shall be an approval by Grantee of that exception.

4.2 **Miscellaneous Conditions**. The close of escrow opened pursuant to ARTICLE III, and Grantee's obligation to purchase the Property pursuant to this Agreement, are subject to the satisfaction of the following conditions, which are solely for Grantee's benefit unless otherwise indicated:

4.2.1 **Marketable Title**. The conveyance to Grantee of good and marketable title to the Property, as evidenced by a California Land Title Association standard coverage title insurance policy issued by Chicago Title Company in the full amount of the Purchase Price, insuring that title to the Property is vested in Grantee free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Grantor, subject only to those exceptions approved by Grantor in writing.

4.2.2 **Delivery of Possession of the Property**. The delivery of possession of the Property to Grantee shall commence on acceptance of this Agreement by Grantee and deposit of the Purchase Price in escrow, free and clear of all uses and occupancies except those approved in writing by Grantee.

4.3 **Failure of Condition and Grantor's Breach of Warranty**. If any of the conditions set forth in this Agreement fails to occur, or if Grantee notifies Grantor in writing prior to the close of escrow of Grantor's breach of any of Grantor's warranties set forth in this Agreement, then Grantee may cancel the escrow, terminate this Agreement, and recover the amount paid by Grantee to the escrow holder toward the purchase price of the Property (less costs and expenses of escrow). Grantee shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to Grantor and the Escrow Holder within ten (10) days of the failure or breach. The exercise of this power shall not waive any other rights Grantee may have against Grantor for breach of this Agreement. Grantor shall instruct the Escrow Holder, in the escrow instructions delivered pursuant to Article III, to refund to Grantee all money and instruments deposited in escrow by Grantee pursuant to this Agreement upon failure of a condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction shall be irrevocable.

ARTICLE V

RIGHTS, RELEASES, WARRANTIES AND INDEMNIFICATIONS

5.1 **Right of Grantee to Enter Property**. Grantor grants to Grantee, or Grantee's agent, the right, at any time and from time to time within thirty (30) days after the opening of the escrow for this transaction, to enter onto the Property and to conduct tests or investigations, including but not limited to tests necessary to determine engineering, geological, soils, environmental, and other conditions of the Property, provided that:

- A. The acts shall be conducted at the sole cost and expense of Grantee;
- B. The acts do not unreasonably interfere with Grantor's possession;
- C. Grantee shall indemnify and hold Grantor harmless from any costs or liability resulting from the acts, and, if the escrow is canceled for a reason that is not the fault of the

Grantor, for any physical damage to the Property resulting from the acts; and

D. Grantee shall give Grantor written notice of their intention to enter two (2) days prior to the date of the planned entry.

5.2 **Warranties and Representations of Grantor.** Grantor represents and warrants that:

A. As to the Property, Grantor owns the Property, free and clear of all liens, leases, licenses, claims, encumbrances, easements, and encroachments of the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Grantor has no knowledge of any pending litigation involving the Property.

C. Grantor has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property.

D. Grantor is not in default under any contract, note, or encumbrance relating to the Property.

E. Grantor will maintain the Property in good repair and in the same condition, reasonable wear and tear excepted, as on the date of this Agreement.

F. Grantor has no knowledge of any material defects in the Property.

G. Grantor makes the following environmental representations and warranties:

(1) No notices of any violation of any environmental laws have been received by Grantor and Grantor is not aware of any existing or pending requirements of any governmental authority relating to environmental matters requiring any remedial actions or other work, repairs, construction, or capital expenditures with respect to the Property.

(2) There is no fact pertaining to the current physical condition of the Property known to Grantor (i) which has not been disclosed to Grantee in writing by Grantor prior to the date of this Contract or herein, and (ii) which adversely affects the Property or the use or enjoyment or the value thereof.

H. Grantor makes the following hazardous waste material representations and warranties:

(1) During the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of

hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

- (2) The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, including but not limited to the Grantor.
 - (3) Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section, which representations and warranties shall survive close of escrow and recordation of the Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. Grantors obligations pursuant to this Section shall survive the close of escrow and recordation of the Deed.
- I. Grantor hereby agrees to hold harmless and indemnify and defend Grantee from and against any well-founded claim, liability, or other obligation or expenses related thereto which Grantee incurs by reason of any material misrepresentation made by Grantor of any construction, alterations, additions or improvements carried on by Grantor prior to closing. Grantee hereby agrees to hold harmless, indemnify, and defend Grantor from and against any and all claims, liability, loss, or other obligations and expenses related thereto which Grantor may incur by reason of any liability arising out of Grantee's ownership of the Property after the closing, except to the extent that Grantor is otherwise found liable at law for such liability.

5.3 **Survival of Warranties.** All warranties, covenants, and other obligations described in this article and elsewhere in this Contract shall survive delivery of the Deed.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 **Risk of Loss.** The parties agree that the following provision shall govern the risk of loss:

If, before Grantor transfers legal title or possession of the Property to Grantee, all or a material part of the Property is destroyed without fault of Grantee, Grantee shall be entitled to recover any portion of the price Grantee has paid, and Grantor shall not have the right to enforce this Contract.

6.2 **Insurance.** Grantor shall cancel all policies of insurance on the Property as of the close of escrow. Grantee shall be responsible for obtaining insurance on the Property as of the close of escrow.

6.3 **Time of Essence.** Time is of the essence in this Contract.

6.4 **Notices.** Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be served on the parties at the following address.

If to Grantee:

City Manager
C/o Nick Bartsch, Sr., Project Manager
411 East Kern Ave.
Tulare, CA 93274

If to Grantor:

Japinder Grewal
1360 N West Street
Tulare, CA 93274

Email: nbartsch@tulare.ca.gov

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Section.

Any such notices shall be in writing and delivered through: (a) overnight Federal Express or priority U.S. Mail, in which case notice shall be deemed delivered one (1) business day after deposit for next business day delivery with such courier, or (b) electronic mail, in which case the notice shall be deemed delivered upon transmission provided that the sender does not receive a delivery failure notification from the recipient's electronic mail server and; provided, further, that the electronic or facsimile transmission is followed by the contemporaneous sending of such notice to the addresses set forth above by another one of the methods permitted above. Any electronic mail transmission initiated after 5:00 PM on a weekday, or at any time on a Saturday, Sunday, or legal holiday, shall be deemed given on the following business day. The above addresses may be changed by written notice to the other Party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party pursuant to this section shall qualify as notice under this Lease.

6.5 **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property, and with respect to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantee and Grantor.

6.6 **Settlement of Disputes.** In the event of any dispute under the terms of this Agreement, the aggrieved party shall first give written notice (a “Dispute Notice”) to the other party setting forth the nature of the dispute and the relief requested. The parties shall then attempt to resolve the dispute by escalating the dispute within their respective organizations.

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

6.8 **Attorneys' Fees.** If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between Grantee and Grantor, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

6.9 **Binding Effect.** Grantor and Grantee have the right, power, legal capacity and authority to enter into and perform their obligations under this Agreement without further approval or consent. Those persons executing this Agreement on behalf of Grantor and Grantee are authorized to do so, and by so executing this Agreement, they thereby bind Grantor and Grantee to the terms hereof. Except as otherwise expressly provided herein, this agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

6.10 **Governing Law.** This contract and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

6.11 **Headings.** The headings of the articles and sections of this Contract are inserted for convenience only. They do not constitute part of this contract and shall not be used in its construction.

6.12 **Execution.** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

6.13 **Execution and Counterparts.** This Contract, as well as any amendments and supplements thereto, may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of its execution and delivery, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale the day and year first written above.

GRANTEE:
CITY OF TULARE,
A Municipal Corporation

City Manager

Date

GRANTOR:
Japinder Grewal, a single man

X

Japinder Grewal, an individual

Date

APPROVED AS TO FORM:

City Attorney, City of Tulare

RECORDING REQUESTED BY

CITY OF TULARE
.....

WHEN RECORDED, RETURN

TO:

CITY OF TULARE
ATTN: City Clerk Administrator
411 E. KERN AVE.
TULARE, CA 93274

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ None
R&T Code 11922, Conveyance to
Government Agency

Exempt from recording fees
pursuant to Gov't Code § 6103

Project Name: Prosperity and West Traffic Signal
and Improvements Project

APN: 164-130-004(portion)

GRANT DEED

For value received,

JAPINDER GREWAL, a single man (GRANTOR)

GRANT(S) TO THE CHARTER CITY OF TULARE, A CALIFORNIA MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

All that Real property situated in the unincorporated area of the City of Tulare, State of California, described as follows:

Legal Description (Exhibit "A") and Exhibit Plat (Exhibit "B")
attached hereto and made a part hereof by reference for Right-of-Way purposes

Dated this _____ day of _____, 2022,

GRANTOR:

JAPINDER GREWAL, a single man

Sign: _____
Japinder Grewal, an individual

Exhibit "A"
Right of Way Acquisition

All that real property located in the City of Tulare, County of Tulare, State of California, described as follows:

A portion of Parcel 3 of Parcel Map No. 1706, as per map recorded in Book 18 of Parcel Maps, at Page 7, Tulare County Records, situated in the Southwest quarter of Section 34, Township 19 South, Range 24 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Parcel 3;

Thence South $89^{\circ}51'47''$ East along the North line of said Parcel 3, a distance of 11.00 feet, to a point on a line parallel to and 11.00 feet easterly, as measured at right angles, from the West line of said Parcel 3;

Thence South, along said parallel line, 215.22 feet;

Thence South $45^{\circ}08'21''$ East, 32.37 feet, to a point on a line parallel to and 14.50 feet northerly, as measured at right angles, from the South line of said Parcel 3;

Thence South $89^{\circ}51'47''$ East, along said parallel line, 138.55 feet, to a point on the East line of said Parcel 3;

Thence South, along said East line, 14.50 feet, to the southeast corner of said Parcel 3;

Thence North $89^{\circ}51'47''$ West, along the South line of said Parcel 3, a distance of 162.52 feet, to the beginning of a tangent curve, concave northeasterly, and having a radius of 10.00 feet;

Thence northwesterly through a central angle of $89^{\circ}51'47''$, an arc distance of 15.68 feet, to the West line of said Parcel 3;

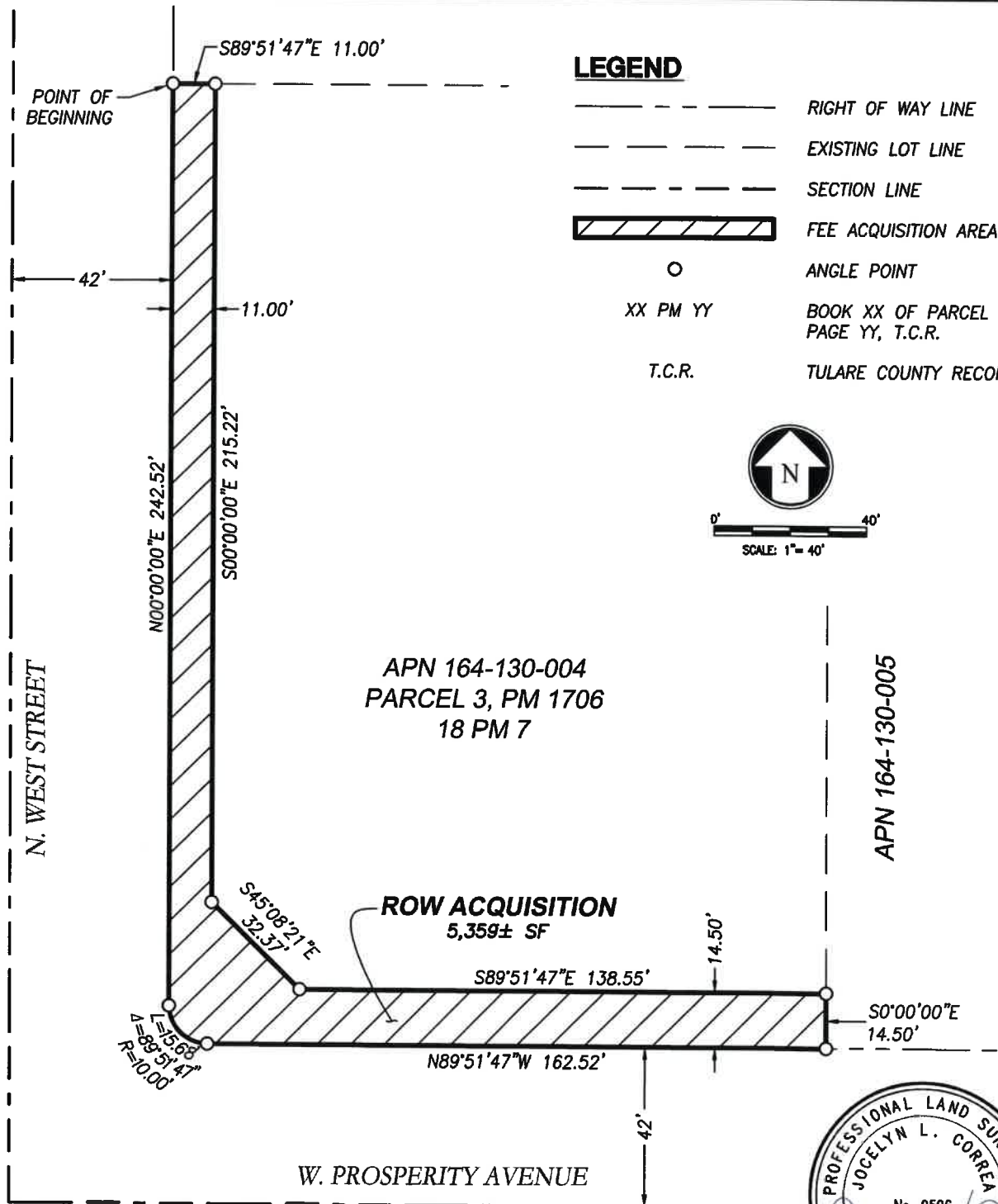
Thence North, along said West line, 242.52 feet, to the POINT OF BEGINNING.

Containing 5,359 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.

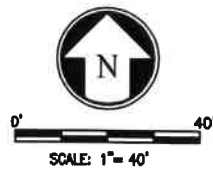


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LEGEND

- RIGHT OF WAY LINE
- EXISTING LOT LINE
- SECTION LINE
- FEE ACQUISITION AREA
- ANGLE POINT
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, T.C.R.
- T.C.R. TULARE COUNTY RECORDS



APN 164-130-004
 PARCEL 3, PM 1706
 18 PM 7

ROW ACQUISITION
 5,359± SF



PROJECT NO.: 190384
 DRAWN BY: MAH
 QA/QC BY: JLC
 SCALE: AS SHOWN
 SHEET NO.:
1 of 1

EXHIBIT "B"

RIGHT OF WAY ACQUISITION
APN 164-130-004

901 EAST MAIN STREET TEL: (559) 733-0440
 VISALIA, CA 93292 WWW.QKINC.COM
 © COPYRIGHT BY QUAD KNOFF, INC. UNAUTHORIZED USE PROHIBITED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____, **Notary Public**
(Insert name of the officer) (insert title of the officer)

personally appeared _____
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

RECORDING REQUESTED BY

CITY OF TULARE
.....

WHEN RECORDED, RETURN

TO:

CITY OF TULARE
ATTN: City Clerk Administrator
411 E. KERN AVE.
TULARE, CA 93274

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ None
R&T Code 11922, Conveyance to
Government Agency

Exempt from recording fees
pursuant to Gov't Code § 6103

Project Name: Prosperity and West Traffic Signal
and Improvements Project

APN: 164-130-004(portion)

GRANT DEED

For value received,

JAPINDER GREWAL, a single man (GRANTOR)

GRANT(S) TO THE CHARTER CITY OF TULARE, A CALIFORNIA MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

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Legal Description (Exhibit "A") and Exhibit Plat (Exhibit "B")
attached hereto and made a part hereof by reference for Right-of-Way purposes

Dated this _____ day of _____, 2022,

GRANTOR:

JAPINDER GREWAL, a single man

Sign: _____
Japinder Grewal, an individual

Exhibit "A"
Right of Way Acquisition

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Containing 5,359 square feet, more or less.

See Exhibit B, Plat to Accompany Description, attached hereto and made a part hereof.



L:\PROJECTS\2019\190384\ACAD\LEGAL\ROW ACQUISITION EXHIBITS\190384--RW ACQUISITION 004--005.DWG 2/8/2021 5:22 PM

N. WEST STREET


APN 164-130-005

APN 164-130-004
 PARCEL 3, PM 1706
 18 PM 7

ROW ACQUISITION
 5,359± SF

W. PROSPERITY AVENUE

LEGEND

- RIGHT OF WAY LINE
- EXISTING LOT LINE
- SECTION LINE
-  FEE ACQUISITION AREA
- ANGLE POINT
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, T.C.R.
- T.C.R. TULARE COUNTY RECORDS



0' 40'
 SCALE: 1" = 40'

POINT OF BEGINNING

S89°51'47"E 11.00'

42'

11.00'

N00°00'00"E 242.52'

S00°00'00"E 215.22'

S45°08'21"E
 32.37'

∠ = 89°51'47"
 R = 10.00'

S89°51'47"E 138.55'

14.50'

S0°00'00"E
 14.50'

N89°51'47"W 162.52'

42'



PROJECT NO.: 190384

DRAWN BY: MAH

QA/QC BY: JLC

SCALE: AS SHOWN

SHEET NO.:

1 of 1

EXHIBIT "B"

RIGHT OF WAY ACQUISITION
APN 164-130-004



901 EAST MAIN STREET
 VISALIA, CA 93292

TEL: (559) 733-0440
 WWW.QKINC.COM

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____, **Notary Public**
(Insert name of the officer) (insert title of the officer)

personally appeared _____
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

Property Owner: Japinder Grewal, a Single Man

Project: Prosperity/West Traffic Signal
and Improvements Project

Parcel: 164-130-004 (portion of)

SUMMARY STATEMENT RELATING TO THE PURCHASE
OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 requires that each property owner from whom the City of Tulare purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal or waiver valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. It is also understood that you are not required to pay recording fees, transfer taxes, or the pro-rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City of Tulare will offer to purchase any remnant(s) considered to be an uneconomic unit(s) which is (are) owned by you or, if applicable, occupied by you as a tenant and which is (are) contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The interest acquired is fee. The area of the property being purchased is shown on the attached Appraisal Summary Statement and is described in the attached copy of the Deed and outlined on the attached map.
4. The market value of the property being purchased is based upon a market value appraisal, the basis of which is summarized on the attached Appraisal Summary Sheet and such amount:
 - a. Represents the full amount of the valuation of just compensation for the property to be purchased;
 - b. Is not less than the approved valuation of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive.
5. Pursuant to Civil Code of Procedure section 1263.025 should you elect to obtain an independent appraisal, the City of Tulare will pay for the actual reasonable costs up to \$5,000 subject to the following conditions;
 - a. You, not the City of Tulare, must order the appraisal. Should you enter into a contract with the selected appraiser; the City of Tulare will not be a party to the contract.
 - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Tulare, 411 East Kern Avenue, Tulare, CA 93274 within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the Business Owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the City of Tulare of all or any part of your interest in the real property sought to be acquired by the governmental agency as set forth in Streets and Highways Code Sections 104.2 and 104.12.
9. City of Tulare Policy requires a property owner to construct right-of-way improvements in connection with the development of their property. The construction of curbs, gutters, sidewalk, and drive approaches is required when any person:

Constructs, adds to, arranges for the construction of, or addition to any off-street parking facilities, or any building or addition thereto which effects the rehabilitation of structures exceeding 25% the value of the structure (as determined by the Building Official), or which effects an increase in the density of use of the property, or effects an increase of traffic generation on the street in question.

A Benefit District consistent with City of Tulare Code of Ordinance Chapter 8.60 will be created for curbs, gutters, sidewalks, and drive approaches installed by the City across the properties frontage. If a building permit is pulled consistent with conditions listed above, the City of Tulare reserves the right to seek reimbursement for the costs of said frontage improvements as part of the issuance of a building permit.

10. Per City of Tulare Code of Ordinance Section 7.20.1090, whenever an applicant applies for a permit to connect property to an existing City sewer main, the installation cost of which the sewer main and sewer lateral was paid by the City of Tulare or a previous applicant, the current applicant shall reimburse the City of Tulare for the sewer main and sewer lateral construction costs per the requirements outlined in the City of Tulare Municipal Code.
11. Per City of Tulare Code of Ordinance Section 7.08.030, whenever an applicant applies for a permit to connect property to an existing City water main, the installation cost of which the water main and water service was paid by the City of Tulare or a previous applicant, the current applicant shall reimburse the City of Tulare for the water main and water service construction costs per the requirements outlined in the City of Tulare Municipal Code.

I certify this summary was given in compliance with the above stated Acts.

Date: April 04, 2022

Monument Right of Way Services, Inc.

Agent: 
Jesse Ortiz, Senior Right-of-Way Agent

Title VI

**Your Rights Under Title VI
and Related Statutes**

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as “Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

“Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.”

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any acquiring /displacing agency (“Agency”) activity will be administered without regard to race, color, or national origin.

The Agency will not tolerate discrimination by its employees or sub-recipients of Federal funds. The Agency prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the Agency will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the Agency performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All Agency employees, and its functional programs.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of Agency services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the Agency. Please notify your assigned acquisition/relocation agent that you would like to file a written complaint, and they will provide you with further information and guidance.

NONDISCRIMINATION STATUTES

- **Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000, provides in Section 601 that:**

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT’S PROGRAMS OR ACTIVITIES)

- **The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101, provides:**

“No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON AGE)

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, provides:**

“For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.” (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)

- **The Federal-aid Highway Act, 49 U.S.C. 306**

Outlines the responsibilities of the U.S. Department of Transportation and, at (c) outlines the Secretary’s authority to decide whether a recipient has not complied with applicable Civil Rights statutes or regulations, requires the Secretary to provide notice of the violation, and requires necessary action to ensure compliance.

- **The 1973 Federal-aid Highway Act, 23 U.S.C. 324, provides:**

“No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title.” (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)

- **The Civil Rights Restoration Act of 1987, P.L. 100-209, provides:**

Clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (RESTORES THE BROAD, INSTITUTION-WIDE SCOPE AND COVERAGE OF THE NON-DISCRIMINATION STATUTES TO INCLUDE ALL PROGRAMS AND ACTIVITIES OF FEDERAL-AID RECIPIENTS, SUB-RECIPIENTS AND CONTRACTORS, WHETHER SUCH PROGRAMS AND ACTIVITIES ARE FEDERALLY ASSISTED OR NOT)

- **The Uniform Relocation Act Amendments of 1987, P.L. 101-246, provides:**

“For fair, uniform, and equitable treatment of all affected persons; ...(and) minimizing the adverse impact of displacement...(to maintain)...the economic and social well-being of communities; and...to establish a lead agency and allow for State certification and implementation.” (UPDATED THE 1970 ACT AND CLARIFIED THE INTENT OF CONGRESS IN PROGRAMS AND PROJECTS WHICH CAUSE DISPLACEMENT)

- **The Americans with Disabilities Act, P.L. 101-336, provides:**

“No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.” (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)

- **The Civil Rights Act of 1991, in part, amended Section 1981 of 42 U.S.C. by adding two new sections that provided:**

“(b) For the purposes of this section, the term ‘make and enforce contracts’ includes the making, performance, modification, and termination of contracts and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

(c) The rights protected by this section are protected against impairment by non-governmental discrimination and impairment under color of State law.”

- **Title VIII of the 1968 Civil Rights Act, 42 U.S.C. 3601, provides that:**

“(I) It shall be unlawful...to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion or national origin.” (PROHIBITS DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING – HUD is the primary interest agency, but FHWA and States under Title VI are responsible for preventing discrimination in the function of Right-of-Way)

- **The National Environmental Policy Act of 1969, 42 U.S.C. 4321**

Requires the consideration of alternatives, including the “no-build” alternative, consideration of social, environmental and economic impacts, public involvement, and use of a systematic interdisciplinary approach at each decision making stage of Federal-aid project development.

- **Title IX of the Education Amendments of 1972**

Makes financial assistance available to institutions of higher education to: (1) strengthen, improve and, where necessary, expand the quality of graduate and professional programs leading to an advanced degree; (2) establish, strengthen, and improve programs designed to prepare graduate and professional students for public service; and (3) assist in strengthening undergraduate programs of instruction in certain instances.

- **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790, provides that:**

“(N)o qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON PHYSICAL OR MENTAL HANDICAP)

Source: U.S. Department of Transportation
Federal Highway Administration Title VI Handbook
Title VI Nondiscrimination in the Federal-Aid Highway Program
FHWA Publication No. FHWA-HCR-06-006

TITLE VI SURVEY

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. **The requested personal information is voluntary.** The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

Expenditure Authorization (EA)

NON-DISCRIMINATION

All persons affected by State transportation projects are requested to provide information with regard to race, color, national origin, sex, disability, age or income status. Please check the items below which best describe you and return this form in the enclosed envelope. **The furnishing of this information is voluntary.**

Head of household: Male Female

Age: Under 40 41-65 Over 65

Race/Ethnicity: White American Tribe

Black Pacific Islander

Hispanic Other _____

Asian Specify: _____

Language spoken, if other than English: _____

Are you or any member of your household suffering any physical disability or medical condition? Yes No

Are you a low-income family? Yes No

Enclosure

TITLE VI DISCRIMINATION COMPLAINT

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

Dist

Co

Rte

Post

Name of Complainant

Home Phone

Work Phone

Mailing Address

BASIS OF DISCRIMINATION

RACE COLOR NATIONAL ORIGIN SEX Disability Low-Income Non-English Speaker

Provide date(s) and place of alleged discrimination

Describe the nature of the action, decision, or conditions of the alleged discrimination (Attach Extra Page, If Necessary)

Name of individuals (if Known) responsible for the action, decision or condition of alleged discrimination

Provide supporting information known to complainant in support of his/her allegation

Identify possible witnesses whom the complainant believes can provide factual information about this allegation

State the action requested by complainant

Signature of Complainant

Date Filed

NOTE: The use of the Title VI Discrimination Complaint form is not mandatory. You may submit your complaint in any form that contains your signature

LANGUAGE IDENTIFICATION FLASHCARD

- | | | |
|--------------------------|--|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Խոսողո՞ւմ ե՞նք նշո՞ւմ կատարե՞ք այս քանակությունը, եթե խոսո՞ւմ կամ կարդո՞ւմ եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を讀んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຊື່ປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้ทำเครื่องหมายลงในช่องดำผ่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

INFORMATION BOOKLET

ACQUISITION OF PROPERTY

YOUR PROPERTY
YOUR RIGHTS



This is an informational pamphlet only. It is not intended to give a complete statement for all state or federal laws and regulations pertaining to the purchase of your property for a public use, the relocation assistance program, technical legal definitions, or any form of legal advice.

Dear Property Owner:

Our State and Federal Constitutions recognize the need for public agencies to purchase private property for public use. The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (Uniform Act), or similar State Legislation and eminent domain law of the State of California authorize purchase of private property for public use and ensure that owners of real estate (real property) to be acquired are treated fairly and consistently.

This Handbook provides a summary of the City of Tulare's (CITY) acquisition procedures and various laws it is not intended to give a complete statement of all state or federal laws and regulations pertaining to the purchase of your property for a public use, technical legal definitions, or any form of legal advice. Recipients of offer letters from the CITY should be aware that such laws and procedures are subject to change by future legislation and/or court decisions.

In the event the CITY decides to proceed with the proposed acquisition, CITY's acquisition consultant will contact you.

TABLE OF CONTENTS

	<u>PAGE</u>
WHY IS MY PROPERTY REQUIRED?	1
WHAT RIGHT DOES THE CITY HAVE TO ACQUIRE MY PROPERTY?	1
WHO MAKES THE DECISION TO BUY MY PROPERTY?	1
HOW WILL THE CITY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?	1
WHAT IS FAIR MARKET VALUE?	1
HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?	2
WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?	2
ONCE THE CITY DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY GIVE ME A WRITTEN PURCHASE OFFER?	2
WHAT IS IN THE CITY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?	2
CAN I GET AN APPRAISAL?	3
MUST I ACCEPT THE CITY'S INITIAL OFFER?	3
MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?	3
IF I AGREE TO ACCEPT THE CITY'S OFFER, HOW SOON WILL I BE PAID?	4
WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER?	4
WHAT HAPPENS IF THE CITY CONDEMNS MY PROPERTY?	4
WHAT IS AN ORDER OF POSSESSION?	4
WILL I HAVE TO PAY ANY SETTLEMENT COSTS?	5
MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?	5
CAN THE CITY TAKE ONLY A PART OF MY PROPERTY?	6
WILL I HAVE TO PAY RENT TO THE CITY AFTER MY PROPERTY IS ACQUIRED?	6
HOW SOON MUST I MOVE?	6
AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?	6

I AM A VETERAN, HOW ABOUT MY GI LOAN?	7
MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?	7
WHAT IF I HAVE OTHER QUESTIONS ABOUT THE PROCESS?	7

WHY IS MY PROPERTY REQUIRED?

The CITY has determined that your property may be required for public Project.

WHAT RIGHT DOES THE CITY HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another power is the power to acquire private property for public purposes. This is known as the power of the eminent domain.

The rights of each of us are protected by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by the CITY of Tulare's CITY Council after a thorough review that includes public hearings to obtain the views of interested citizens.

HOW WILL THE CITY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the CITY will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will do the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The CITY is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the CITY on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You must be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can to ensure that nothing of allowable value will be overlooked. If you prefer, you may designate a representative in writing for this purpose.

ONCE THE CITY DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property,
- The availability of funding; and
- Possible project delays caused by factors outside the control of the CITY.

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The CITY will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. The CITY will not initiate negotiations until the purchase offer is sent out and your receipt of the offer is acknowledged.

WHAT IS IN THE CITY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The CITY's "statement of the basis for its determination of just compensation" will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.

- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the CITY will pay for the actual reasonable costs up to \$5,000 subject to the following conditions;

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the CITY will not be a party to the contract.
- The selected appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the CITY makes its offer to you, it will offer to pay you the reasonable cost, not to exceed \$5,000 of the cost of your independent appraisal.
- Appraisal cost reimbursement requests must be made in writing and submitted to the *Monument, 200 Spectrum Center, Suite 300, Irvine, CA 92618* within ninety days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the appraisal contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the CITY concurrent with submission of the appraisal cost reimbursement request. All appraisal costs must be reasonable and justifiable.

MUST I ACCEPT THE CITY'S INITIAL OFFER?

NO. You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The CITY will make reasonable efforts to consider and respond to your evidence and suggestions (including an appraisal). When fully justified by the available evidence of value, the CITY may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the CITY. If you choose to have representation during the negotiations, please so inform the CITY in writing. You will be responsible to pay the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY'S OFFER, HOW SOON WILL I BE PAID?

If you and the CITY reach an agreement for the purchase of your property by the CITY and your ownership (title) is clear, payment to you will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the CITY signs the Purchase Agreement. If the title evidence obtained by the CITY indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the CITY to obtain the necessary proof. (Title evidence is a legal record of ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens and other instruments affecting your ownership of the property.)

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE CITY?

If you and the CITY are unable to reach an agreement through negotiations, the CITY will then either institute formal eminent domain (condemnation) proceedings to acquire the property or abandon its intention to acquire the property. In the latter case, the CITY will give you notice of its decision as provided by law.

WHAT HAPPENS IF THE CITY CONDEMNS MY PROPERTY?

The power of eminent domain may only be exercised if: 1) the public interest and necessity require the project; 2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and 3) the property sought to be acquired is necessary for the project. Eminent domain proceedings are often referred to as condemnation actions. The CITY may only file a condemnation action after the adoption of a Resolution of Necessity by its Board of Directors. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming need and necessity has been substantiated and determined, the CITY can file a condemnation suit.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The CITY will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and the CITY have a constitutional right to have a jury determine the value of the property in question. If the owner and the CITY decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the CITY to have the possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the CITY must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the right to challenge the CITY's authority to take the property, but does not waive the owners right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the CITY, you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the CITY enter into an agreement for the CITY's purchase of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees and fees for other services typical in a real estate transaction, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the CITY.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the CITY acquires your property.

Escrow or the CITY will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the CITY within six months after the acquisition. The CITY will assist you in processing your claim for these costs.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the CITY.

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the CITY. If you wish to keep any of the improvements, please let your Acquisition Agent know. If you do arrange to keep any improvement(s), the CITY will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY TAKE ONLY A PART OF MY PROPERTY?

YES. But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value (offset by any special benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the CITY will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE CITY AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the CITY on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

However, the amount of rent to be paid by your or your tenant shall be within your financial means or your tenant's financial means, as the case may be.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the CITY does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel.

Code of Civil Procedure Section §1263.510 Loss of Goodwill Compensation Basis:

(a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for the loss of goodwill if the owner proves all of the following:

(I) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage

I AM A VETERAN, HOW ABOUT MY GI LOAN?

After your Government Issue (GI) home mortgage loan has been repaid, you will be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the CITY acquires real property by condemnation or the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.
Print or type.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

^{*}Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2022 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____ SSN or ITIN FEIN CA Corp no. CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____ State _____ ZIP code _____

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ► _____ Date _____

2022 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California. For more information, See General Information B, Income Subject to Withholding.

Registered Domestic Partners (RDPs) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a California RDP unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For more information, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **seller of California real estate**. Sellers of California real estate use Form 593, Real Estate Withholding Statement, to claim an exemption from the real estate withholding requirement.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties from activities sourced to California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified (completed and signed) by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number (TIN).

The certification does not need to be renewed annually. The certification on Form 590 remains valid until the payee's status changes. The withholding agent must retain a copy of the certification or substitute for at least five years after the last payment to which the certification applies. The agent must provide it to the FTB upon request.

If an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California nonwage withholding purposes:

- Nonresident includes all of the following:
 - Individuals who are not residents of California.
 - Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
 - Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
 - Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.
- Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information see General Information E, Military Spouse Residency Relief Act (MSRRA), and FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or it has qualified through the CA SOS to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032.

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the TIN and check the appropriate TIN box.

You must provide a valid TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. **Do not** abbreviate the country name.

Exemption Reason – Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Do not send this form to the FTB. The certification on Form 590 remains valid until the payee's status changes. The withholding agent must retain a copy of the certificate or substitute for at least five years after the last payment to which the certificate applies. The agent must provide it to the FTB upon request.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, Form 592-PTE, Pass-Through Entity Annual Withholding Return, Form 592-Q, Payment Voucher for Pass-Through Entity Withholding, and Form 592-V, Payment Voucher for Resident or Nonresident Withholding.

Additional Information

Website: For more information, go to ftb.ca.gov and search for **nonwage**.

MyFTB offers secure online tax account information and services. For more information, go to ftb.ca.gov and login or register for MyFTB.

Telephone: **888.792.4900** or **916.845.4900**, Withholding Services and Compliance phone service

Fax: 916.845.9512

Mail: WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

For questions unrelated to withholding, or to download, view, and print California tax forms and publications, or to access the California Relay Service, see the Internet and Telephone Assistance section.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

California Relay

Service: 711 or 800.735.2929 for persons with hearing or speaking limitations.

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

Servicio de Retransmisión de California:

711 o 800.735.2929 para personas con limitaciones auditivas o del habla.



monument

200 Spectrum Center, Suite 300, Irvine, CA 92618 | 800 577 0100
MONUMENTFLOW.COM

DELIVER TO:

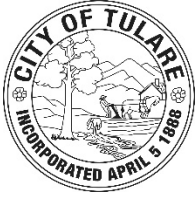
Japinder Grewal
1360 N. West Street
Tulare, CA 93274



monument
200 Spectrum Center, Suite 300, Irvine, CA 92618 | 800 577 0109
monument.org

DELIVER TO:

Japinder Grewal
1360 N. West Street
Tulare, CA 93274



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.2
General Business

Department: City Manager
Submitted by: Marc Mondell, City Manager
Agenda Title: Amendment to Ground Lease Agreement with Tulare County

RECOMMENDED ACTION

Approve and authorize the mayor to sign the First Amendment to Ground Lease Agreement No. 30974 for the Hillman Center Emergency Homeless Shelter.

SUMMARY

On February 15, 2022, City Council adopted Resolution 2022-05 allocating \$2,000,000 in Federal ARPA funds towards a Homeless Shelter (Shelter), the details of which were to be later determined. On May 17, 2022, City Council accepted staff's recommendations regarding the proposed Shelter to be located at the Hillman Health Center and directed staff to proceed with negotiating a ground lease agreement with Tulare County. On November 15, 2022, Council approved the execution of the Hillman Center Emergency Homeless Shelter Ground Lease Agreement with Tulare County.

Since that time, staff has been in communication with Tulare County regarding the progress of the shelter. As a result of these communications, it has been determined there is a need to amend the ground lease agreement. The amendment includes revisions to Sections 8 Alterations and Construction and Section 10 Entry by County. It also adds Section 43 Canine Kennels, Maintenance, and Care and Section 44 Parking and Vehicle Storage.

FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the agreement as to form and legality.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. First Amendment to Ground Lease Agreement No. 30974

Reviewed/Approved: 

ATTACHMENT 1

FIRST AMENDMENT TO GROUND LEASE AGREEMENT NO. 30974 **HILLMAN CENTER EMERGENCY** **HOMELESS SHELTER**

THIS AMENDMENT TO LEASE (“Amendment”) is made by and between the COUNTY OF TULARE, a political subdivision of the State of California (“COUNTY”) and the CITY OF TULARE, a California Municipal Corporation (“CITY”). COUNTY and CITY are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property and improvements in the City of Tulare, State of California, located at the Hillman Center, more particularly described as County Assessor’s Parcel Number. 181-040-002; and

WHEREAS, on November 29, 2022, the Parties entered that certain Ground Lease Agreement, Tulare County Agreement No. 30974, for the lease of a portion of the Hillman Center as depicted in Exhibit A for a 10-year term effective December 1, 2022 for City to construct an Emergency Housing Shelter (“Shelter”), as depicted in Exhibit A of the Agreement (“Property”), for use by homeless individuals; and

WHEREAS, CITY will carry out programs necessary to meet the social needs of the population of the City of Tulare and the County by providing temporary emergency housing, related facilities, and associated programs and services necessary to assist the homeless population of the COUNTY (“Project”); and

WHEREAS, CITY agreed to provide plans, designs, and drawings submittal packages at the 60%, 90% and 100% design completion stage; and

WHEREAS, the Parties have met and conferred on CITY’S design of its Shelter and have determined that relocation of certain utilities, County’s access to its neighboring mechanical systems, and additions of certain amenities, dog kennels and vehicle storage, to meet the populations needs require further clarification of the CITY’s responsibilities in support of the Project and occupation of the Property; and

ACCORDINGLY IT IS AGREED as follows:

1. Section 8 of Tulare County Agreement No. 30974 is amended as of the date of this First Amendment to read, in part, as follows: **ALTERATIONS AND CONSTRUCTION**: CITY agrees to relocate certain utility lines and access points that service COUNTY’S buildings as they run underneath the Project, as depicted in Exhibit D, attached hereto.

2. Section 10 of Tulare County Agreement No. 30974 is amended as of the date of this First Amendment to read, in part, as follows: **ENTRY BY COUNTY**: City agrees to provide COUNTY uninhibited access through the Property in order to complete maintenance, in both emergency and non-emergency cases, to its ~~Chiller~~Cooling Tower located just west of the Property. City shall incorporate County’s fence line surrounding its Cooling Tower~~Chiller~~ and gate into City’s fence line as depicted in Exhibit E.

3. Section 43 of Tulare County Agreement No. 30974 is added as of the date of this First Amendment is entered into to read as follows: **CANINE KENELS, MAINTENANCE AND CARE:** COUNTY hereby agrees to the construction of canine kennels and shelter of canines on the Property subject to CITY'S agreement to the attached requirements listed in Exhibit F, attached hereto. Pursuant to Section 4 of the Agreement, COUNTY shall be entitled to 25% of CITY's canine kennels and associated care for canines belonging to guests of the facility.

4. Section 44 of Tulare County Agreement No. 30974 is added as of the date of this First Amendment is entered into to read as follows: **PARKING AND VEHICLE STORAGE:** COUNTY hereby agrees to the storage of Recreation Vehicles and passenger car vehicles subject to CITY providing and completing the following:

- a. CITY will complete safety inspections of all vehicles parked or stored on the Property; and
- b. Shelter residents will not be allowed to live in any vehicle parked or stored on the Property; and
- c. CITY will provide shelter residents restricted, escorted access to their vehicles; and
- d. CITY will ensure all propane tanks in RV's are properly shut off to reduce fire hazards.

Pursuant to Section 4 of the Agreement, COUNTY guests of the facility shall be entitled to 25% of CITY's available Parking and Vehicle Storage.

Except as amended, all other terms and conditions of the Agreement shall remain in full force and effect.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement by their respective authorized officers as set forth below, with the Agreement to be effective as of the date it is executed by the COUNTY as shown below (“Effective Date”).

**“COUNTY”
COUNTY OF TULARE**

By: _____ Date: _____, 2024
Larry Micari, Chair
Board of Supervisors

ATTEST:
JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/
CLERK OF THE BOARD OF SUPERVISORS

By: _____
Deputy

APPROVED AS TO FORM
COUNTY COUNSEL

By: _____
Deputy

Matter No. 2022781

**“CITY”
CITY OF TULARE**

By: _____ Date: _____, 2024
President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:
MARC MONDELL, CITY CLERK

By: _____
Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

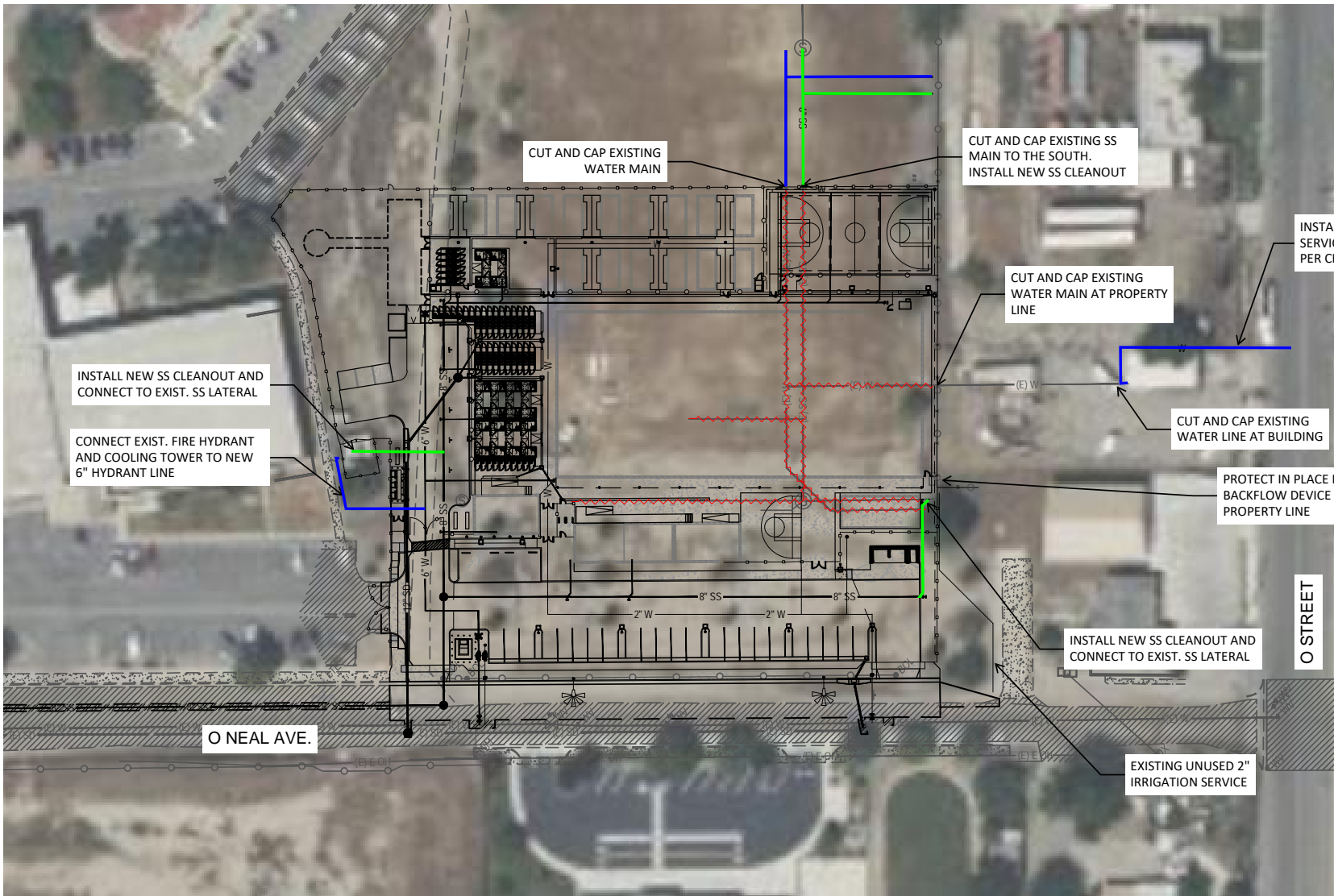
APPROVED AS TO FORM:
CITY ATTORNEY

By _____

EXHIBIT D

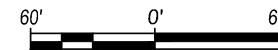
COUNTY'S UTILITY LINE RELOCATIONS – CITY'S PLANS

DRAFT



LEGEND

- ~~~~~ EXISTING UTILITY TO BE ABANDONED IN PLACE
- WATER MAIN
- SANITARY SEWER MAIN



324 S SANTA FE SUITE A VISALIA, CA 93292
 WEB: 4-Creeks.com TEL: 559.802.3052 FAX: 559.802.3215

--

DATE	SUBMITTAL	DATE	SUBMITTAL
2/13/24	EXHIBIT D		

APPROVED BY:

DATE SIGNATURE

THESE DRAWINGS ARE REPRESENTATIONS OF SERVICE AND ARE THE PROPERTY OF 4CREEKS. THE DESIGN AND INFORMATION REPRESENTED ON THESE DRAWINGS ARE EXCLUSIVE FOR THE PROJECT INDICATED AND SHALL NOT BE REPRODUCED OR OTHERWISE DISSEMINATED WITHOUT EXPRESS WRITTEN PERMISSION FROM 4CREEKS.

TULARE HOMELESS SHELTER
 CITY OF TULARE
 411 E KERN AVENUE
 TULARE, CA 93274
 APN: 181-040-002

PLOT DATE: 2/13/2024
 JOB NO.: 22306

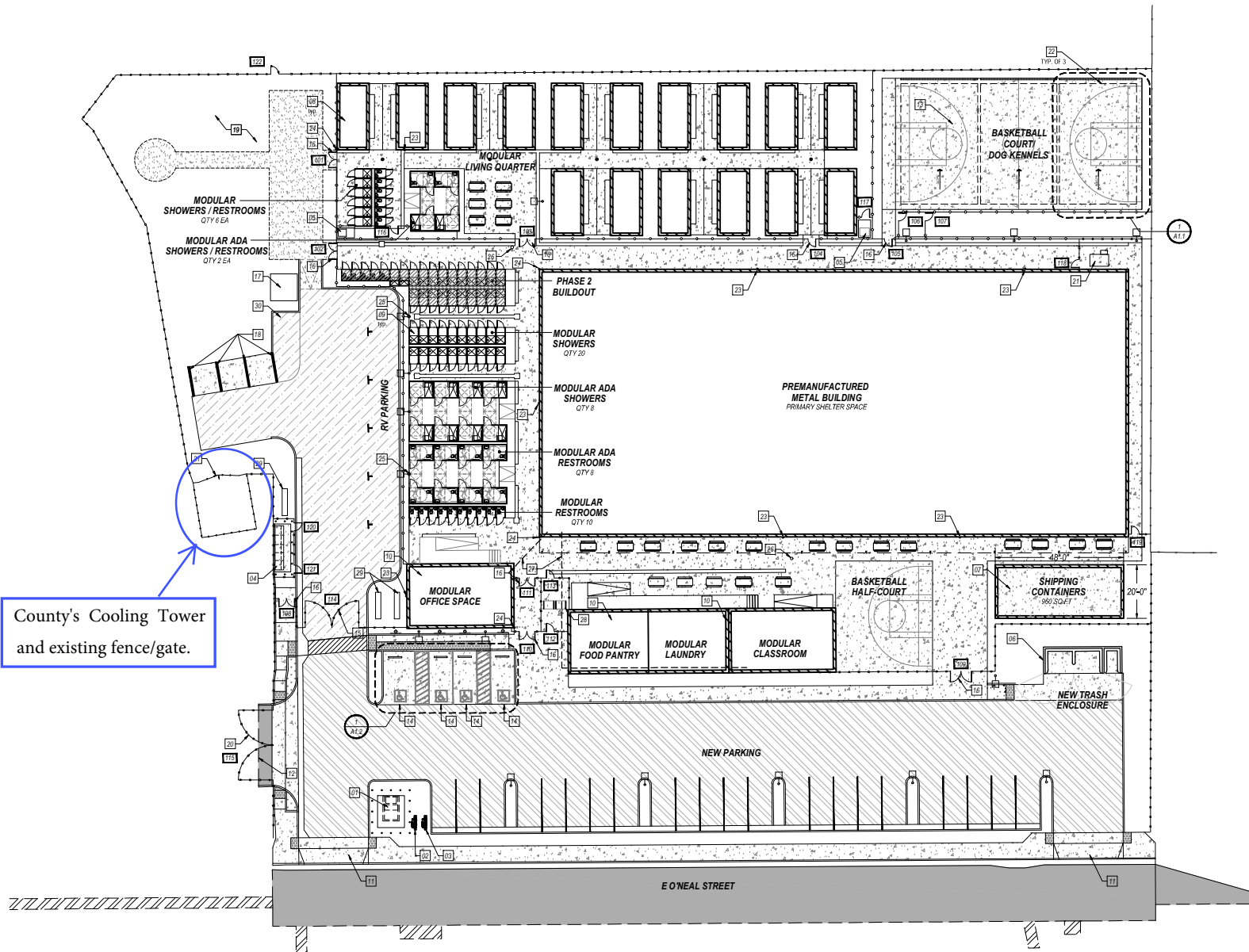
UTILITY RELOCATION

EXHIBIT D

EXHIBIT E

**COUNTY'S ACCESS TO COUNTY COOLING TOWER~~CHILLER~~ OVER CITY LEASED
AREA**

DRAFT



County's Cooling Tower and existing fence/gate.

SITE PLAN LEGEND

- (E) CHAIN LINK FENCE @ ADJACENT PROPERTY TO REMAIN. (N) FENCE TO TIE-IN TO (E)
- 4" TALL CHAIN LINK FENCING, REFER TO CIVIL PLANS
- 8" TALL CHAIN LINK FENCING WITH PRIVACY SLATS, REFER TO CIVIL PLANS
- SITE LIGHTING, REFER TO ELECTRICAL PLANS
- FIRE HYDRANT, REFER TO FIRE PLANS
- FENCE GATE, REFER TO GATE SCHEDULE ON SHEET A7.0
- CONCRETE FLATWORK, REFER TO CIVIL PLANS
- ASPHALT FLATWORK, REFER TO CIVIL PLANS
- DECOMPOSED GRANITE FLATWORK, REFER TO LANDSCAPE PLANS
- ROAD BASE, REFER TO CIVIL PLANS
- ASPHALT FLATWORK, REFER TO CIVIL PLANS

SITE PLAN KEYNOTES

- 1 ELECTRICAL TRANSFORMER, REFER TO ELECTRICAL PLANS
- 2 BACK FLOW PREVENTOR FOR FIRE SPRINKLER LINE, REFER TO FIRE PLANS
- 3 BACK FLOW PREVENTOR FOR IRRIGATION LINES, REFER TO LANDSCAPE PLANS
- 4 SWITCHBOARDS, REFER TO ELECTRICAL PLANS
- 5 ELECTRICAL EQUIPMENT, REFER TO ELECTRICAL PLANS
- 6 TRASH ENCLOSURE PER CITY OF TULARE STANDARDS, REFER TO CIVIL PLANS
- 7 CONCRETE PAD FOR SHIPPING CONTAINERS, REFER TO STRUCTURAL PLANS, CITY TO PROVIDE AND INSTALL SHIPPING CONTAINERS
- 8 MODULAR RESTROOMS/SHOWER FOUNDATION - REFER TO STRUCTURAL PLANS, CITY TO PROVIDE UNITS AND INSTALL ON SITE UNDER SEPARATE PERMIT.
- 9 MODULAR RESTROOMS/SHOWER FOUNDATION - REFER TO STRUCTURAL PLANS, CITY TO PROVIDE UNITS AND INSTALL ON SITE.
- 10 MODULAR BUILDING FOUNDATIONS, REFER TO STRUCTURAL PLANS, CITY TO PROVIDE UNITS AND INSTALL ON SITE. RAMPS WILL BE INSTALLED AS REQUIRED FOR ADA ACCESS DEPENDING ON TYPE OF UNIT PROVIDED BY THE CITY OF TULARE
- 11 DRIVE APPROACH, REFER TO CIVIL PLANS
- 12 CONNECT EXISTING PARKING LOT TO PROPOSED PARKING LOT, REFER TO CIVIL PLANS
- 13 CONCRETE PAD FOR BASKETBALL COURT & DOG SHELTER, WHERE THE DOG KENNELS SHALL BE ADDED IN THREE PHASES ACCORDING TO NEED, REFER TO A1.1 AND CIVIL PLANS FOR FURTHER INFORMATION.
- 14 ADA PARKING STALLS
- 15 20' WIDE MANUAL SWING GATE FOR VEHICULAR ACCESS, REFER TO DETAIL 9A1.3
- 16 SWING GATE TO BE EQUIPPED WITH PANIC HARDWARE & SWING OUT TOWARDS THE PUBLIC RIGHT OF WAY, REFER TO GATE SCHEDULE ON SHEET A7.0 AND CITY STANDARD DETAIL 9110
- 17 PRE-MANUFACTURED GARDEN SHED, NO FOUNDATION PROVIDED FOR STRUCTURE, OPCI
- 18 CALTRANS HIGHWAY BARRIER FOR COMPOST AND LOOSE MATERIAL STORAGE, REFER TO LANDSCAPE PLANS
- 19 FUTURE GARDEN AREA TO BE DEVELOPED BY CITY, NO WORK IN THIS AREA IS PROPOSED
- 20 26" WIDE MANUAL SWING GATE BETWEEN NEW AND EXISTING PARKING LOTS, REFER TO DETAIL 9A1.3
- 21 AC UNIT SERVING PRIMARY SHELTER BUILDING, REFER TO MECHANICAL PLANS, PROVIDE CHAIN LINK FENCE ENCLOSURE AND LOCKING GATE, REFER TO GATE SCHEDULE ON SHEET A7.0 AND CITY STANDARD DETAIL 9110, SHEET C04, COORDINATE CLEARANCES OF FENCE W/ AC MANUFACTURERS REQUIREMENTS
- 22 FUTURE TEMPORARY EVENT-STYLE TENT SHOWN DASHED AND FOR REFERENCE ONLY. OPOIS NEEDED.
- 23 CONDUIT FOR DATA RUN TO ELECTRICAL ROOM IN PRIMARY SHELTER BUILDING
- 24 1" CONDUIT FOR DATA RUN TO ELECTRICAL ROOM IN PRIMARY SHELTER BUILDING
- 25 REFER TO ELECTRICAL PLANS FOR LIGHT POLE CONDUIT, PROVIDE 1" CONDUIT FOR DATA RUN TO ELECTRICAL ROOM IN PRIMARY SHELTER BUILDING
- 26 BLUE LIGHT TOWER EMERGENCY PHONE - SOLAR POWERED W/ BATTERY BACKUP
- 27 PROVIDE 1" CONDUIT FOR DATA RUN TO ELECTRICAL ROOM IN PRIMARY SHELTER BUILDING, COORDINATE STUB UP LOCATIONS WITH CITY
- 28 METAL DETECTOR AT MAIN ENTRY
- 29 BIKE RACKS SPACED APPROPRIATELY
- 30 PAVED AREA FOR PORTABLE GENERATOR
- 31 EXISTING COOLING TOWER SWING GATE TO REMAIN, NEW FENCE TO TIE INTO CORNERS OF EXISTING COOLING TOWER FENCE

PLUMBING CALCULATIONS

PHASE 1

7 EMPLOYEES IN OFFICE (B)

200 RESIDENTS IN METAL BUILDING (R-2)

64 RESIDENTS IN MODULAR VILLAGE (R-2)

B: 7 PERSONS = 4 MALES AND 4 FEMALES (1 WCLAV REQ'D PER CPC 422.2)

R-2: 264 PERSONS = 132 MALES AND 132 FEMALES:

	MALE	FEMALE
WATER CLOSETS	6 REQUIRED	8 REQUIRED
URINALS	6 REQUIRED (NOT REQUIRED WITH SINGLE USE UNITS)	
LAVATORIES	7 REQUIRED	9 REQUIRED
SHOWERS	17 REQUIRED	17 REQUIRED

PHASE 1 TOTAL WATER CLOSETS REQUIRED: 15

PHASE 1 TOTAL LAVATORIES REQUIRED: 17

PHASE 1 TOTAL SHOWERS REQUIRED: 34

PHASE 1 TOTAL WATER CLOSETS PROVIDED: 27

PHASE 1 TOTAL LAVATORIES PROVIDED: 27

PHASE 1 TOTAL SHOWERS PROVIDED: 36

PHASE 2 (474 PERSONS)

7 EMPLOYEES IN OFFICE (B)

400 RESIDENTS IN METAL BUILDING (R-2)

64 RESIDENTS IN MODULAR VILLAGE (R-2)

B: 7 PERSONS = 4 MALES AND 4 FEMALES (1 WCLAV REQ'D PER CPC 422.2)

R-2: 464 PERSONS = 232 MALES AND 232 FEMALES:

	MALE	FEMALE
WATER CLOSETS	10 REQUIRED	13 REQUIRED
URINALS	8 REQUIRED (NOT REQUIRED WITH SINGLE USE UNITS)	
LAVATORIES	12 REQUIRED	16 REQUIRED
SHOWERS	29 REQUIRED	29 REQUIRED

PHASE 2 TOTAL WATER CLOSETS REQUIRED: 24

PHASE 2 TOTAL LAVATORIES REQUIRED: 29

PHASE 2 TOTAL SHOWERS REQUIRED: 58

PHASE 2 TOTAL WATER CLOSETS PROVIDED: 32

PHASE 2 TOTAL LAVATORIES PROVIDED: 32

PHASE 2 TOTAL SHOWERS PROVIDED: 58

1 SITE PLAN

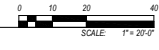
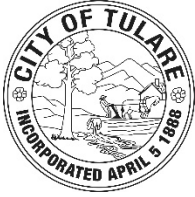


EXHIBIT F

CANINE KENNELS AND CARE

- Provide on-site veterinary services.
- Provide disinfection/disease mitigation including but not limited to:
 - Appropriate sanitation chemicals and protocols
 - Vaccinations of all CANINE's on the Property
 - Appropriate construction of Kennels
- All CANINE's will be spayed or neutered before being allowed on the Property or scheduled as quickly as possible for spaying or neutering.
- Protocols treating disease outbreaks including quarantine protocols.
- Proper disposal of CANINE urine and excrement. City will not dispose of CANINE excrement in the City's municipal sewer system.
- Proper elimination space.
- City agrees to address all noise complaints related to the CANINE's.
- CANINE's, while outside of kennels or enclosed dog run area will be leashed at all times and will not be allowed to roam free on the Property or on County's Property.
- City agrees to not allow overcapacity of the Kennels.
- City agrees to provide pest infestation prevention of fleas, ticks, or any other pest related to CANINE's to prevent infestation of the Shelter and surrounding County offices.
- Provide proper shades or coverings of Kennels.
- City agrees to license all CANINE's on the Property.



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.3
General Business

Department: Engineering Services - Project Management
Submitted by: Michael Miller, City Engineer
Agenda Title: FM0048 Tulare Homeless Shelter Contract for Modular Living Quarters

RECOMMENDED ACTION

Award and authorize the City Manager to sign a contract for \$1,112,582.58 with Pacific Mobile Structures Inc. of Ceres, CA, for construction of modular living quarters associated with City Project FM0048 - Tulare Homeless Shelter; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract.

SUMMARY

On September 5, 2023, City Council approved the second round of Encampment Resolution Funding (ERF-2R) in the amount of \$4,822,586. The ERF-2R funds will help subsidize the cost of site work, concrete, special construction, mechanical, and building costs that are essential to the operation of the planned shelter units. Per state regulations, \$1,289,200 of grant funding must be spent on or before June 30, 2024, or risk losing funding. To meet the state regulations, staff issued a Request for Bids #24-796 for construction and delivery of 16 modular living quarter buildings to be utilized in the modular village component of the Tulare Homeless Shelter project.

On April 4, 2024, two bids were received and opened in response to RFB #24-796. Bids ranged from \$1,112,582.48 – \$1,808,972.65. The bids were evaluated and determined to be responsive to the requirements and instructions contained in the bid documents. Pacific Mobile Structures, Inc. of Ceres, CA, was the lowest responsive bid at \$1,112,582.48.

The 16 modular units consist of 2 rooms apiece, totaling 32 rooms, with 150 square feet of living area in each room. The units will be built to meet or exceed all building codes for structural integrity, electrical, mechanical, and plumbing. The living quarters also feature fire suppression systems and meet ADA compliance regulations. The unit's construction will follow the guidelines set by the California Department of Housing and Community Development (HCD). These guidelines are intended to ensure the health and safety of persons purchasing or utilizing factory-built homes. HCD's third-party in-plant inspection process will monitor and inspect the construction progress of the units.

FISCAL IMPACT & FUNDING SOURCE(S)

Please refer to the revised Project Sheet attached to this staff transmittal for a breakdown of project costs and proposed funding sources.

LEGAL REVIEW

Subsequent contract approval is to be reviewed by the City Attorney.

ALTERNATIVE ACTION

1. Approve with changes - Direct staff to reduce the project's scope, revise the design accordingly, and re-bid the project. A reduced scope is anticipated to result in lower bids, although additional design costs and loss of funding would be incurred.
2. Deny - Reject all bids received and direct staff to re-bid the project in the hope that lower bids will be received. Consequently, due to state regulations, the City would most likely lose the grant funding obtained for the project.
3. Table - Due to time constraints, decision postponement could result in the loss of grant funding.

ATTACHMENTS

1. Bid Results, Modular Living Quarters
2. Bid Summary – Pacific Mobile Structures, Inc.
3. Encampment Resolution Funding (ERF-2R) Letter
4. FM0048 – Tulare Homeless Shelter Project Sheet

Reviewed/Approved: 

ATTACHMENT 1



Bid Opening Summary Sheet

Bid # 24-796
 Title FM0048 Homeless Shelter Modular Living Quarters
 Date/Time Thursday, April 4, 2024 at 2:00 p.m.

	Name of Company	City	Amount
1	PACIFIC MOBILE STRUCTURES INC	CERES, CA	\$ 1,112,582.48
2		TITIE	
3	ARIES BUILDINGS	TUSCON, AZ	\$ 1,808,972.65
4			
5			
6			
7			
8			
9			
10			
11			
12			

Opened and Attested By: *[Signature]*
 Deputy City Clerk

Recorded By: *Bryan W Cahill*

Witness: *[Signature]*

Witness: _____

Note: Bids/RFP's are subject to review and verification.

**HOMELESS SHELTER
MODULAR LIVING QUARTERS**

TO: CITY OF TULARE, a California Municipality, acting by and through its City Council ("the City"), 411 East Kern Ave, Tulare, CA 93274

FROM: Pacific Mobile Structures, Inc.
(Name of Bidder)

Total Base Bid Amount: \$ 1,112,582.48

The Total Base Bid Amount is (in words):

One million one hundred twelve thousand five hundred eighty two Dollars and
fourty eight Cents.

Bids are required for the entire work. Bids will be compared on the basis of the Total Base Bid Amount + Alternate 1 + Alternate 2 + Alternate 4 + Alternate 5. The project will be awarded to the lowest responsible, responsive bidder.

The City shall have the right to award solely based on the Total Base Bid, or Total Base Bid plus any combination of Alternates thereof on the basis of funding.

The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment, and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents for the sum listed above.

The Bidder confirms it has checked all of the above figures and understands that neither the City nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

Mobilization, Submittals, Bonds, licenses, fees, and insurance shall not be more than 4.5% of the total bid

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within ten (10) days not including Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Accompanying this proposal is a Bid Security in the form of Cash, Certified Check or Bid Bond amount that equals at least ten percent (10%) of the total amount of the base bid.

The names of all persons interested in the foregoing proposals as principals are as follows:

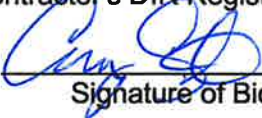
IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

GARTHA HAAKENSEN - President, CEO,
Secretary and Treasurer
CASEY SULLIVAN - CFO

Licensed in accordance with an act providing for the registration of Contractors,

Class B License No. 261942

Contractor's DIR Registration Number: 1000006373

By  3/21/24
Signature of Bidder Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 1554 Bishop Road, Chehalis, WA 98532

MAILING ADDRESS: P.O. Box 1404, Chehalis, WA 98532

BUSINESS PHONE: 800-225-6539

CONTACT NAME: CASEY SULLIVAN

CONTACT EMAIL: Casey.sullivan@pacificmobile.com



Community Development Department
Housing and Grants Division

January 10, 2024

Engineering Department – City of Tulare
Attn: Michael Miller and Bryan Cahill
411 East Kern Ave
Tulare, CA 93274

Michael and Bryan,

With City Council’s approval of *second round Encampment Resolution Funding (ERF-2R)* allocations on September 5th, 2023, Department staff may obligate ERF-2R grant funds to the Engineering Department. As project managers over development of City’s emergency shelter complex, your team and contractor(s) may expend the ERF-2R grant for site work, concrete, special construction, mechanical, and building costs that are central to operation of the planned interim shelter units. At least **\$1,289,200** in ERF-2R grant funds are available for eligible expenses. Full expenditure of the award must occur on or before June 30, 2025, and per state regulation, this expenditure deadline is final and absent any exemption.

Housing and Grants Division staff will consult with your team on payment requests and source documentation, state reporting requirements, and other items as necessary. And for all third-party entities working on development of the interim shelter units, such as an architect, general contractor, and/or subcontractor, please gather and create a ERF grant project file that includes the documents listed below and all financial information. You may disregard documents that are already on file and only forward outstanding information to acostales@tulare.ca.gov. City staff welcome questions via email or at (559) 684-4224.

1. Evidence of Liability Insurance (Commercial General, Automobile, Professional), if applicable.
2. Evidence of Workers Compensation Insurance, if applicable
3. Contact Information for at least two (2) employees responsible for services and/or products
4. Copy of W-9

Lastly, all project managers and contractors are encouraged to review the attachments about general recordkeeping and reporting practices for the ERF Program. And in so doing, adopt the appropriate processes for project oversight and grant administration. All ERF partners appreciate the Engineering Department’s work to develop interim shelter options for ERF clients.

Sincerely,
Alexis Costales
Housing and Grants Manager

Cc: Mario Anaya, Community Development Director; Gladys Avitia, Housing and Grants Specialist

General Recordkeeping Requirements

All service providers and contractors on the Tulare Encampment Resolution Project must maintain a record-keeping system for administrative, financial and project files to the extent of the content outlined below.

Category	Types of Files and Records Maintained
Administrative	<ul style="list-style-type: none"> • Overall administration files and records of your ERF activities <ul style="list-style-type: none"> ○ Personnel files ○ Equipment and vehicle management files if applicable ○ General Organizational management files: <ul style="list-style-type: none"> ▪ Articles of Incorporation ▪ Bylaws ▪ Tax status ▪ Board Minutes ▪ Subcontracts if applicable • Program funding award files: <ul style="list-style-type: none"> ○ Program policies and guidelines ○ All correspondence with the City on the project and your organization's services ○ Copy of your contract with the City ○ Monitoring / compliance reports
Financial	<ul style="list-style-type: none"> • Chart of accounts • Accounting procedures manual • Accounting journals and ledgers (profit and loss statement, payroll summary statement) • Source documentation for all staffing costs and purchases of goods and/or services (time cards, pay stubs, purchase orders, invoices, bank records, receipts, etc.) • Procurement files and cost analysis information for each transaction above \$10,000 • Bank account records
Project or case files	<ul style="list-style-type: none"> • Schedule and staffing model regarding your service(s) • HMIS enrollment records if applicable • Information on utilization of service(s) if HMIS enrollment does not occur • Qualitative input from service providers and contractors on a regular basis

Financial Reporting

Service Providers and contractors are required to uphold sound accounting and financial management practices as recipients of ERF grant funds from the City of Tulare for the agreed upon services on the Tulare Encampment Resolution Project. Please review the standards identified below.

Accounting Records: Agencies must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting systems should include at least the following: chart of accounts, cash receipts journal, cash disbursements journal, payroll journal, and general ledger.

Internal Control: Effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Agency's must adequately safeguard all such property and must assure that it is used

solely for authorized purposes. Agencies must have set procedures that define staff duties, lines of authority, separation of functions, and access controls. The organization must have accounting procedures for recording and approving transactions.

Budget Control: Actual expenditures or outlays must be compared with budgeted amounts. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the service agreement. If unit cost data are required, an estimated amount based on available documentation will be accepted whenever possible.

Allowable Costs: All expenses incurred by your organization against the budgeted ERF grant funds must be reasonable, allowable, and allocable costs that satisfy standards of the service agreement and ERF Program guidelines. An organization is required to have an approved indirect cost allocation to charge indirect costs.

Source Documentation: Accounting records must be supported by such source documentation such as cancelled checks, paid bills, payrolls, receipts, invoices, payrolls, time and attendance records, contract and subgrant award documents, etc.

Cash Management: Maintain current budget for all funded activities and perform a comparison of that budget with actual expenditures for each budget category. Regularly compare progress towards the achievement of goals with the rate of expenditure of program funds.

The Service Provider and/or Contractor shall also:

- Maintain an effective system of internal fiscal control and accountability for all equipment and property acquired or improved with ERF grant funds, and make sure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in your organization's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of three (3) years after receipt of final payment under your service agreement with the City.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or the state of California at any time during normal business hours and as often as necessary.
- Inform the City concerning any funds allocated to your organization, that you anticipate will not be expended during the term of the service agreement, and permit the reassignment of the same by the City to other service providers.
- Repay the City any funds in its possession at the time of the service agreement with the City expires and/or is terminated that may be due to the City or Cal ICH.

And for **payment requests**, you need to provide information to the City on the financial status of your operations, including the amount of:

- funds budgeted
- funds already received to-date

- funds expended in the current period and to-date, with **source documentation** for any funds being requested
- previous drawdowns requested but not yet received (if applicable)

[The attached **Excel workbook ‘Budget & Performance – ERF-2-R’** contains two (2) sheets pertaining to budget monitoring and payment requests for contractor(s) reimbursement (see “annual budget and expenses” and “payment request” sheets. If your organization elects to develop a comparable means of reporting on expenses, then please review the format with Housing and Grants Division before initial use.]

Performance Reporting

Provide reports on a quarterly basis to the Housing and Grants Division. With provided excel sheets “quarterly occupancy” and “quarterly narrative”, or a comparable format, track occupancy and exits together with written feedback on services, client outcomes, and the overall shelter’s operations.

[The attached **Excel workbook and its “quarterly”** sheets are an example. If an operator elects to develop a comparable means of explaining service outcomes, then please review the format with Housing and Grants Division before initial use.]

ATTACHMENT 4

2023 - 2028 CIP Administrative
PROJECT #: FM0048
Homeless Shelter
(Capital)
(Capital)
District(s): 1, 2, 3, 4, 5

PROJECT MANAGER(s): Marc Mondell, Michael Miller, Bryan Cahill

PROJECT DESCRIPTION & PURPOSE: Construct an emergency homeless shelter facility consisting of perimeter fencing, parking, exterior lighting, modular office building, restroom and shower facilities (trailers), modular classrooms, food pantry, laundry, modular housing units, storage containers, dog kennels, and 20,000 SF steel building primary shelter structure.

KEY POINTS: ARPA -"Category 2" Eligible - Addresses negative economic impacts caused by the public health emergency.

PROJECT STATUS: Underway

PROJECTED START DATE: 7/1/2022

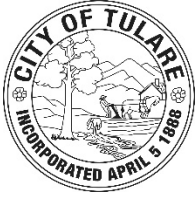
PROJECTED END DATE: 6/30/2025

FUTURE M & O: Additional funds will be required to operate the shelter.
(Additional Cost & Department Responsibility)

CRITERIA (1-8): Criteria 2: Project addresses regulatory, safety, or environmental requirements that more likely than not threatens in whole or in part the City's ability to operate a core program or function within the next fiscal year if not replace or repaired.

Costs Description	Prior Fiscal Years	Fiscal Year 2023/2024		Future Fiscal Years				Total	Unfunded
		To Date	Remaining Year	2024/2025	2025/2026	2026/2027	2027/2028		
010 - Conceptual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
020 - Temporary Encampment	\$706,583.14	\$339,377.56	\$169,688.78	\$510,000.00	\$0.00	\$0.00	\$0.00	\$1,725,649.48	
0600 - Construction/Labor & Materials	\$349,025.22	\$339,377.56	\$169,688.78	\$510,000.00	\$0.00	\$0.00	\$0.00	\$1,368,091.56	
0610 - Property Acquisition	\$355,814.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355,814.00	
0996 - Project Management Time	\$326.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$326.65	
0998 - Dev Svcs Time	\$1,417.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,417.27	
030 - Environmental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0200 - Development Services Time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
040 - Final Design	\$311,136.51	\$185,751.73	\$4,052.14	\$0.00	\$0.00	\$0.00	\$0.00	\$500,940.38	
0200 - Professional Services/Consultant	\$303,106.00	\$177,647.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480,753.45	
0996 - Project Management Time	\$3,750.82	\$5,387.92	\$2,693.96	\$0.00	\$0.00	\$0.00	\$0.00	\$11,832.70	
0998 - Development Services Time	\$4,279.69	\$2,716.36	\$1,358.18	\$0.00	\$0.00	\$0.00	\$0.00	\$8,354.23	
050 - Construct/Impliment	\$91.30	\$0.00	\$628,420.36	\$10,115,000.08	\$0.00	\$0.00	\$0.00	\$10,743,511.75	
0203 - Construction Management	\$0.00	\$0.00	\$0.00	\$565,277.52	\$0.00	\$0.00	\$0.00	\$565,277.52	
0204 - Materials Testing	\$0.00	\$0.00	\$0.00	\$201,884.83	\$0.00	\$0.00	\$0.00	\$201,884.83	
0205 - Labor Compliance	\$0.00	\$0.00	\$0.00	\$60,565.45	\$0.00	\$0.00	\$0.00	\$60,565.45	
0210 - Attorney	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
0224 - Surveyor	\$0.00	\$0.00	\$0.00	\$161,507.86	\$0.00	\$0.00	\$0.00	\$161,507.86	
0600 - Construction/Labor & Materials	\$0.00	\$0.00	\$556,291.24	\$8,075,393.15	\$0.00	\$0.00	\$0.00	\$8,631,684.39	
0996 - Project Management Time	\$91.30	\$0.00	\$15,000.00	\$131,433.00	\$0.00	\$0.00	\$0.00	\$146,524.30	
0998 - Development Services Time	\$0.00	\$0.00	\$1,500.00	\$8,075.39	\$0.00	\$0.00	\$0.00	\$9,575.39	
0999 - Contingency	\$0.00	\$0.00	\$55,629.12	\$906,862.88	\$0.00	\$0.00	\$0.00	\$962,492.00	
060 - Close Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Costs:	\$1,017,810.95	\$525,129.29	\$802,161.28	\$10,625,000.08	\$0.00	\$0.00	\$0.00	\$12,970,101.61	\$0.00

Funding Sources	Prior Fiscal Years	Fiscal Year 2023/2024		Future Fiscal Years				Total	Unfunded
		To Date	Remaining Year	2024/2025	2025/2026	2026/2027	2027/2028		
Fund 028 - ARPA Federal Grant	\$0.00	\$525,129.29	\$802,161.28	\$672,709.43	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00
Fund 601 - Other General Fund CIP	\$1,017,810.95	\$0.00	\$0.00	\$4,663,090.66	\$0.00	\$0.00	\$0.00	\$5,680,901.61	\$0.00
Fund XXX - County Contribution (ARPA)	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00
Fund XXX - Federal Earmark	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$0.00
Fund XXX - ERF Round 2 Grant	\$0.00	\$0.00	\$0.00	\$1,289,200.00	\$0.00	\$0.00	\$0.00	\$1,289,200.00	\$0.00
Fund XXX - State Earmark	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00
Total Funding:	\$1,017,810.95	\$525,129.29	\$802,161.28	\$10,625,000.08	\$0.00	\$0.00	\$0.00	\$12,970,101.61	\$0.00
G/L #'s: 028-4145-6213, 601-4601-7301									
Notes: 04/29/24 - Revised to reflect modular living quarters bid of \$1,112,582.58, and \$500,000 of materials cost associated with County ARPA contribution.									



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.4
General Business

Department: Engineering Services - Engineering

Submitted by: Michael Miller, City Engineer

Agenda Title: Discussion of Truck Routes

RECOMMENDED ACTION

Review and discuss the designation of truck routes within the City of Tulare.

SUMMARY

Local governments may facilitate safe and efficient trucking in their communities by establishing appropriate truck routes designed with input from both the community and the trucking industry. The goal should be to ensure that mobility for all roadway users is preserved, and that freight and goods can move safely and efficiently so that the local economy continues to prosper. All truck routes should be designed to permit the safe and effective operation by trucks. Designation of truck routes should be considered in coordination with mapping of primary bicycle, transit, and pedestrian corridors, as well as through the analysis of key access routes, bridge hazards, and industrial or commercial land uses. Some key factors to consider when identifying potential truck routes are:

- Safety, particularly with regard to impacts to bicyclists and pedestrians. It is desirable to direct trucks onto roadways that have been designed to accommodate them with regard to paved width and lane geometry, and the roadway's ability to accommodate truck turning movements.
- Impact of heavy truck traffic on City infrastructure. Consideration should be given to the design of the roadway's structural section and its ability to withstand the loads, as well as other vulnerable facilities.
- It is important to look at the big picture and consider existing constraints in roadway network. Restricting truck traffic on one roadway will inevitably increase traffic on other roadways.
- In considering air quality impacts, there are both global and local emission impacts. Imposing excessive limitations to address spot impacts can result in longer trip lengths and more vehicle idling, resulting in an actual increase in community and global impacts.
- Do not impose restrictions that unreasonably impact business.
- Trucks will frequently need to leave designated truck routes to reach their final destinations. The truck route network should provide sufficient coverage across the City to allow the majority of trips to be on designated routes (i.e., with minimal deviation onto non-designated roadways) and provide flexibility to recognize and facilitate the needs of business that are located off of designated routes.

Each road authority may designate any of its roadways or any section of any of its roadways as a truck route and may prohibit the operation of trucks, machinery or any other large or heavy vehicles upon any other of its roadways that serves the same route or area served by

the truck route designated. The authority granted under this section is subject to all of the following:

- 1) The governing body of an incorporated city shall not designate a truck route or prohibit the operation of any vehicle on a:
 - a) State highway that is within the boundaries of the city without the written consent of the Department of Transportation.
 - b) County road that is within the boundaries of the city without the written consent of the governing body of the county.
- 2) Any designation or prohibition made under authority of this section must be imposed by appropriate order, resolution, or ordinance.
- 3) A road authority exercising authority under this section shall erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give notice of the prohibitions or designations imposed. The road authority shall erect and maintain signs giving notice of any prohibitions or designations imposed under this section at such other places as may be necessary to inform the public.
- 4) A prohibition or designation imposed under this section is effective when signs giving notice thereof are posted as required by this section.

Truck route programming should be paired with enforcement efforts to ensure that oversize vehicles are not diverting off-network.

The City has several provisions in its Municipal Code that place restrictions on the movement of trucks within City limits. Municipal Code Chapter 9.32.020 addresses the creation of “truck routes” within the City. Vehicles involved in the carrying of merchandise, freight or materials and having a capacity of two or more tons are directed to utilize these designated routes, which possess the necessary design characteristics to accommodate the heavier vehicle loads and larger turning movements of trucks. The routes are established by City Council via ordinance, and are listed in Chapter 9.32.010. The Police Chief and City Engineer are responsible for ensuring that the routes are signed appropriately. Per Chapter 9.32.030, truck drivers are required to stay on these designated truck routes, except as required to reach pick-up and/or delivery destinations. In such instances, truck drivers are to take the most direct route possible to and from a designated truck route to the pick-up and/or delivery destination.

The attached Exhibit “A” is a map showing the designated Truck Routes in the City of Tulare. There are 25 roadways that are currently so designated:

- (A) Avenue 200 (Rankin Avenue), the entire length within the city limits;
- (B) Bardsley Avenue, the entire length within the city limits;
- (C) Blackstone Drive, the entire length within the city limits;
- (D) Blackstone Street, the entire length within the city limits;
- (E) Cartmill Avenue, the entire length within the city limits;
- (F) Cross Avenue, from the intersection of J Street to the intersection of M Street;
- (G) H Street, from the intersection of Bardsley Avenue to the intersection of Cedar Avenue;
- (H) Hillman Street, the entire length within the city limits;
- (I) I Street, from the intersection of Inyo Avenue to the intersection of Alpine Avenue;
- (J) I Street, from the intersection of Bardsley Avenue to the south city limits;
- (K) J Street, from the intersection of K Street to the north city limits;
- (L) K Street, from the intersection of Tulare Avenue to the intersection of Cross Avenue;

- (M) Laspina Street, from the intersection of Paige Avenue to the south city limits;
- (N) Martin Luther King, Jr. Avenue, from the intersection of K Street to State Route 99;
- (O) M Street, from the intersection of Tulare Avenue to the intersection of Cross Avenue;
- (P) M Street, from the intersection of Inyo Avenue to the intersection of Owens Avenue;
- (Q) Mooney Boulevard, from the intersection of Tulare Avenue to the south city limits;
- (R) O Street, from the intersection of Owens Avenue to the intersection of Continental Avenue;
- (S) Paige Avenue, the entire length within the city limits;
- (T) Prosperity Avenue, the entire length within the city limits;
- (U) State Route 63, the entire length within the city limits;
- (V) State Route 137, the entire length within the city limits;
- (W) Tulare Drive, the entire length within the city limits;
- (X) Turner Drive, the entire length within the city limits; and
- (Y) West Street, the entire length within the city limits.

Additional restrictions on the movement of trucks are contained in Chapter 9.36.020 of the Municipal Code, which specifically prohibits heavy-laden vehicles, or any vehicle employed in carrying heavy freight, natural oil, crude petroleum, gasoline or regularly employed in carrying goods or merchandise on the following streets:

- (A) K Street from the north line of Inyo Street to the south line of King Street;
- (B) Tulare Street from the east line of J Street to the west line of L Street;
- (C) Kern Street from the east line of J Street to the west line of L Street.

Per Chapter 9.36.030, the Chief of Police, subject to the approval of the City Manager, is authorized and directed to designate additional streets to address public safety concerns.

The aforementioned portions of the Municipal Code were last adopted in 1995.

FISCAL IMPACT & FUNDING SOURCE(S)

Fiscal impacts are dependent upon direction received from Council. There would be costs associated with the installation or removal of any additional signage that would impact the Street Division’s operational budget.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

- 1. Approve with changes
- 2. Deny
- 3. Table

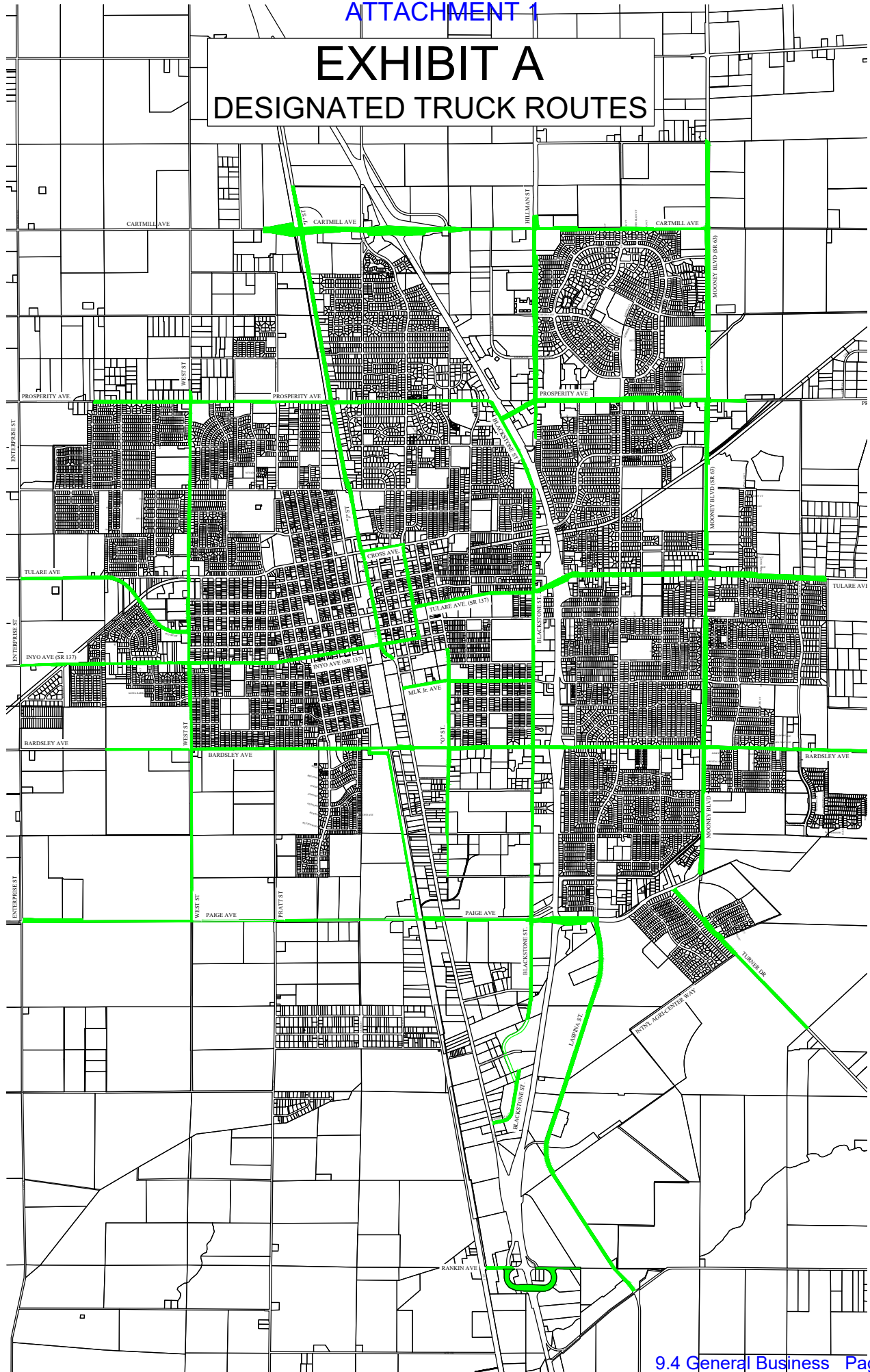
ATTACHMENTS

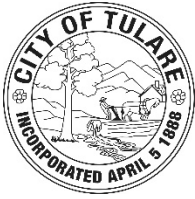
- 1. Exhibit A - Truck Route Map

Reviewed/Approved: 

EXHIBIT A

DESIGNATED TRUCK ROUTES





Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.5
General Business

Department: Finance
Submitted by: Mark Roberts, Chief Financial Officer
Agenda Title: Fiscal Year 2024 Budget Reconciliation

RECOMMENDED ACTION

Adopt a resolution to amend the City of Tulare’s Fiscal Year 2024 Adopted Budget, to reconcile adopted expenditures, revenues, and interfund transfers.

SUMMARY

Upon review of the City’s fiscal year 2024 adopted budget, staff determined various adjustments are necessary to reconcile adopted expenditures, revenues, and interfund transfers to their supporting schedules. The attached schedule reflects said adjustments.

FISCAL IMPACT & FUNDING SOURCE(S)

As noted above, the purpose of the recommended action is to reconcile adopted expenditures, revenues, and interfund transfers to their supporting schedules. Adoption of the proposed resolution will have no additional financial impact.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

Adopting the recommended adjustments correct inconsistencies discovered by staff in the fiscal year 2024 adopted budget. If City Council does not approve the recommended adjustments to reconcile the budget, budgets of several City funds will not be properly balanced.

ATTACHMENTS

1. Resolution
2. Exhibit “A” – Budget Reconciliation, Fiscal Year 2024
3. Resolution 2023-23 – A Resolution of the Council of the City of Tulare Approving the Fiscal Year 2024 Operating Budget and All Sections Therein
4. Fiscal Year 2024 Adopted Budget Fund Balance Schedule

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE
AMENDING THE FISCAL YEAR 2024 BUDGET**

WHEREAS, on June 20, 2023, the City Council adopted the City of Tulare's Fiscal Year 2024 Adopted Budget following a public hearing; and

WHEREAS, upon review of the budget, City staff determined various adjustments are necessary to reconcile adopted expenditures, revenues, and interfund transfers to their supporting schedules; and

WHEREAS, on May 7, 2024, City staff delivered a schedule of the necessary adjustments, which included a request to amend the budget for Council's review and consideration; and

WHEREAS, in accordance with Administrative Policy CM-10 Budget Policies and Practices, the City Council may amend or supplement the budget any time after its adoption; and

WHEREAS, City staff has proposed specific amendments to the budget.

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

Section 1. The City Council approves the amendments to the Fiscal Year 2024 Adopted Budget up to the amount presented in Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

ATTACHMENT 2

EXHIBIT A

BUDGET RECONCILIATION Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
General Fund (001)				
1	\$8,899,236		\$0	\$8,899,236
Expenditures	0	Revenues	0	
Transfers Out Not included in budget adoption resolution.	8,899,236	Transfers In	0	
Fleet Maintenance Fund (004)				
2	\$1,876,506		\$1,816,500	\$60,006
Expenditures Not included in budget adoption resolution.	1,876,506	Revenues	1,441,500	
Transfers Out	0	Transfers In	375,000	
Water Fund (010)				
3	(\$2,560,705)		\$0	(\$2,560,705)
Expenditures Fund Balance schedule total \$2.6M less than resolution total (\$12.4M vs \$14.9M) but reconciles to expenditure backup/detail. (Difference primarily due to inclusion of depreciation expense in resolution/adopted total.) Therefore, budget reduction recommended.	(2,560,625)	Revenues	0	
Transfers Out (010-4614-9067) Total is \$800 more than corresponding transfer in (\$703,880 vs \$703,800), which reconciles to expenditure backup/detail, indicating lower total is amount requested (\$144,233).	(80)	Trasnfers In	0	
Solid Waste / Street Sweeping Fund (012)				

BUDGET RECONCILIATION
Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
4	(\$29,467)		\$0	(\$29,467)
Expenditures Fund Balance schedule total \$29k less than resolution total but reconciles to expenditure backup/detail. (Difference due, in part, to inclusion of depreciation expense in resolution/adopted total.) Therefore, budget reduction recommended.	(29,467)	Revenues	0	
Transfers Out	0	Transfers In	0	
Sewer & Wastewater Fund (015)				
5	(\$5,990,505)		\$0	(\$5,990,505)
Expenditures Fund Balance schedule total \$6.0M less than resolution total (\$26.4M vs \$32.4M) but reconciles to expenditure backup/detail. (Difference primarily due to inclusion of depreciation expense in resolution/adopted total.) Therefore, budget reduction recommended.	(5,990,505)	Revenues	0	
Transfers Out	0	Transfers In	0	
Measure R Fund (021)				
6	\$1,544,412		\$1,200,000	\$344,412
Expenditures	0	Revenues	1,200,000	
Transfers Out Not included in budget adoption resolution.	1,544,412	Transfers In	0	
Gas Tax Fund (022)				
7	\$4,931,375		\$3,552,197	\$1,379,178

BUDGET RECONCILIATION
Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
Expenditures	0	Revenues	3,552,197	
Transfers Out Not included in budget adoption resolution.	4,931,375	Transfers In	0	
Traffic Safety Fund (023)				
8	\$50,000		\$60,100	(\$10,100)
Expenditures	0	Revenues	60,100	
Transfers Out Not included in budget adoption resolution.	50,000	Transfers In	0	
American Recovery Plan Act Fund (028)				
9	\$11,498,581		\$0	\$11,498,581
Expenditures Not included in budget adoption resolution.	11,498,581	Revenues	0	
Transfers Out	0	Transfers In	0	
Encampment Resolution Funding Fund (071)				
10	\$4,499,630		\$4,822,586	(\$322,956)
Expenditures Not included in budget adoption resolution.	4,499,630	Revenues	4,822,586	
Transfers Out	0	Transfers In	0	

BUDGET RECONCILIATION
Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
CDBG Fund (077)				
11	\$729,409		\$759,421	(\$30,012)
Expenditures Not included in budget adoption resolution.	729,409	Revenues	759,421	
Transfers Out Not included in budget adoption resolution but not recommended. Fund Balance schedule total includes \$40,291 transfer to Streets/Transportation CIP Fund (643); however, insufficient fund balance available (in Fund 077).	0	Transfers In	0	
Streets / Interchanges / Traffic Signals (DIF) Fund (230)				
12	\$1,160,787		\$55,000	\$1,105,787
Expenditures	0	Revenues	55,000	
Transfers Out Not included in budget adoption resolution.	1,160,787	Transfers In	0	
State Highway Projects (DIF) Fund (245)				
13	\$355,000		\$10,000	\$345,000
Expenditures	0	Revenues	10,000	
Transfers Out Not included in budget adoption resolution.	355,000	Transfers In	0	
Water Supply Facility (DIF) Fund (260)				
14	\$866,734		\$72,000	\$794,734

BUDGET RECONCILIATION
Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
Expenditures	0	Revenues	72,000	
Transfers Out Not included in budget adoption resolution.	866,734	Transfers In	0	
Wastewater Treatment Facility (DIF) Fund (290)				
15	\$51,983		\$0	\$51,983
Expenditures	0	Revenues	0	
Transfers Out Not included in budget adoption resolution.	51,983	Transfers In	0	
Other General CIP Fund (601)				
16	(\$1,285,989)		\$2,550,000	(\$3,835,989)
Expenditures Fund Balance schedule total \$1.3M less than resolution total (\$15.6M vs \$16.8M) but reconciles to expenditure backup/detail. In addition, receipt of County ARPA funds expected in fiscal year 2025, and available fund balance may not be sufficient to accommodate larger appropriation. Therefore, budget reduction recommended.	(1,285,989)	Revenues	0	
Transfers Out	0	Transfers In	2,550,000	
Fleet Replacement Fund (604)				
17	(\$1,876,506)		\$0	(\$1,876,506)

BUDGET RECONCILIATION
Fiscal Year 2024

Fund	Appropriation Amount	Revenue(s) &/or Transfer(s) In	Revenue &/or Transfer In Amount	Net Use (Gain) of Fund Balance
Expenditures Fund Balance schedule total \$1.9M less than resolution total (\$3.0M vs \$4.9M) but reconciles to expenditure backup/detail. Therefore, budget reduction recommended.	(1,876,506)	Revenues	0	
Transfers Out	0	Transfers In	0	
Water CIP Fund (610)				
18	\$0		\$1,283,501	(\$1,283,501)
Expenditures	0	Revenues	0	
Transfers Out	0	Transfers In (610-3299-000) Not included in budget adoption resolution.	723,501	
		Transfers In (610-3990-623) Not included in budget adoption resolution.	560,000	

Total, All Funds: \$24,720,481

\$16,181,305

RESOLUTION 2023-23**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE
APPROVING THE FISCAL YEAR 2024 OPERATING BUDGET AND ALL SECTIONS
THEREIN**

WHEREAS, the City Manager has prepared a municipal budget for the fiscal year ending June 30, 2024, entitled "City of Tulare Fiscal Year 2024 Proposed Operating Budget" ("Proposed Budget"), a copy of which is on file in the Office of the City Clerk; and

WHEREAS, the City Council has examined the Proposed Budget, has conferred with the City Manager and appropriate staff in public sessions, and has deliberated and considered the Proposed Budget during a public hearing.

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

Section 1. The City Manager is hereby directed to prepare the final budget, in substantial conformance with the Proposed Budget, and as directed by the City Council, for Fiscal Year 2024 (July 1, 2023 through June 30, 2024). The final budget shall be the "City of Tulare Fiscal Year 2024 Adopted Operating Budget," and includes all sub-component (control) budgets and assumptions. The final budget may be referred to as "the Budget," and a copy of the Budget shall be filed in the Office of the City Clerk. The Budget is hereby adopted and approved. The appropriations by fund (excluding the Municipal Utilities Funds whose budgets are set by the Tulare Board of Public Utilities Commissioners) are attached as Exhibit A and incorporated here by reference.

Section 2. The City Manager is hereby authorized to implement the Budget as set forth in this resolution. The City Manager may delegate the authority to implement this resolution to the Finance Director or other designated City employees.

Section 3. The City Manager is authorized to transfer appropriations as needed from savings available in any account in the Budget to any other accounts within the same fund to meet overall Budget requirements.

Section 4. The City Manager is authorized to complete and implement the appropriated inter-fund transfers among the various City funds, and to reduce such transfer sums if not needed for the operations of a particular receiving fund due to its own then-available resources, in increments and at intervals determined by the City Manager.

Section 5. The City Manager is authorized to increase appropriations for Fiscal Year 2024 expenditures in an amount not to exceed the amount of funds encumbered, but not yet expended, from Fiscal Year 2023. The actual amount of the increased appropriations due to encumbrances will be reported to the City Council as part of the Fiscal Year 2024 year-end financial report.

Section 6. When updated revenue estimates for the Development Services Fund exceed the amount identified in the Budget as estimated revenues due to increases in development and fee activity as verified by the Finance Director, the City Manager is authorized to increase Fiscal Year 2024 Development Services Fund appropriations in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2024 year-end financial report.

Section 7. When revenue estimates for the Fleet Operations and Property Management identified in the Budget increases due to service activity and/or increased fees as verified by the Finance Director, the City Manager is authorized to increase appropriations for Fiscal Year 2024 expenditures in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2024 year-end financial report.

Section 8. When revenue estimates exceed the amount identified in the Budget due to increases in grant revenues as verified by the Finance Director, the City Manager is authorized to increase appropriations for Fiscal Year 2024 expenditures in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2024 year-end financial report.

Section 9. When higher than anticipated revenue activity in the General Fund results in increased costs to directly support a particular fee-supported activity (e.g., passport program, BEST program, special library programs), the City Manager is authorized to increase that program's appropriations for Fiscal Year 2024 expenditures in an amount not to exceed the amount of the updated estimated revenues. Approval of increased appropriations shall be made in writing by the City Manager, filed with the Finance Director, and reported to the City Council as part of the Fiscal Year 2024 year-end financial report.

Section 10. The City Manager is instructed to use restricted funding sources in accordance with the requirements of the funding sources prior to using City funds or funds with unrestricted resources to allow the City the greatest flexibility in meeting its financial obligations.

Section 11. The City Manager is instructed to cause all transfers into reserves specified in the Budget Document transmittal report to occur and to hold and administer said reserves in accordance with Council policies. The City Manager, or any person to whom such responsibility is delegated by the City Manager, is instructed to administer the contributions into revolving funds for Project Budgets, Equipment Replacement, and Fleet Replacement in accordance with Council policies and best practices. Activities occurring in these reserves will be reported to the City Council as part of the Fiscal Year 2024 year-end financial report. Once appropriated, and with approval of the Fleet

Control Budget purchase plan for replacements, said purchases may be made without further Council action except as required by the City’s adopted Purchasing Policy.

Section 12. The City’s Budget Policies & Practices Administrative Policy, adopted by the City Council on June 4, 2013, and all subsequent amendments of said Policy are incorporated herein by reference. The City Manager is instructed to update said Policy from time to time for Council review.

Section 13. The City Manager is instructed to implement all policies contained in the “Policies” section of the Budget, taking the best interests of the City into account regarding particular circumstances.

Section 14. The Assignments of fund balance included in the Adopted Budget, which were made by the Finance Director, are approved.

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

Section 15. The City Council of the City of Tulare approves and adopts the Fiscal Year 2024 Budget Document and all sections therein. **The total City budget of \$190,569,936** is summarized by the following funds and functions:

**City of Tulare
Proposed Budget for Fiscal Year 2024**

I. General Government Funds

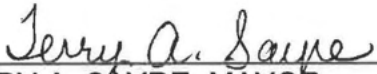
General Fund	
City Council	\$ 123,779
City Manager	691,217
Finance	1,526,462
Information Technology Services	920,996
Economic Development	611,895
Human Resources	566,810
Code Enforcement	890,599
Animal Shelter	1,082,776
Non-Departmental	8,076,493
Police	20,754,710
Fire	9,126,913
Streets	3,063,488
Graffiti Abatement	173,072
Parks & Recreation Administration	475,957
Parks	2,853,036
Recreation & Community Services	1,561,307
Library	1,586,923
Storm Drainage	528,490
Printing & Binding Clearing	10,000
Total General Fund	\$ 54,624,922

Parking & Business Improvement Area	\$	86,100
CIP Administration		815,989
Downtown Parking Maintenance		117,050
Dangerous Building Abatement		31,460
Property Management Fund		2,270,571
Surface Water Management		2,405,784
Total General Government Funds	\$	60,350,877
II. <u>Special Revenue Funds</u>		
Senior Services	\$	716,771
COPS State Grant		148,815
OTS Grants		10,000
Vehicle Abatement		46,803
Landscape & Lighting		160,772
Total Special Revenue Funds	\$	1,083,161
III. <u>Debt Service Funds</u>		
Financing Authority Debt Service	\$	4,120,557
IV. <u>Project Funds (including Capital Improvements)</u>		
Other General Fund	\$	16,831,832
Fleet Equipment Replacement		4,853,056
Water*		7,582,806
Solid Waste*		75,000
Sewer/Wasterwater*		7,415,540
Surface Water*		514,802
Technology		185,000
Equipment Replacement		933,345
Streets		20,725,714
Total Project Funds (including CIP)	\$	59,117,095
V. <u>Enterprise Funds</u>		
Airport	\$	278,828
Development Services		3,845,665
Transit		1,191,083
Water*		14,941,370
Solid Waste/Street Sweeping*		13,219,660
Sewer/Wastewater Treatment*		32,421,640
Total Special Revenue Funds	\$	65,898,246
Grand Total – All City Funds	\$	190,569,936

**These Funds are under the purview of the Board of Public Utilities Commissioners who adopted their budget on June 1, 2023.*



Section 16. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED on this 20th day of June 2023.


TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK


By Melissa Hermann, Chief Deputy City Clerk




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

I, Marc Mondell, City Clerk of the City of Tulare and Clerk of the Council, do hereby certify that the foregoing Resolution 2023-23 was duly and regularly adopted by the City Council of the City of Tulare, California, at a meeting held on the 20th day of June 2023, by the following vote:

- AYES: Councilmember Mederos, Vice Mayor Isherwood, Councilmember Harrell, Councilmember Sigala, Mayor Sayre
- NOES: None
- ABSENT: None
- ABSTAIN: None

Dated: June 21, 2023

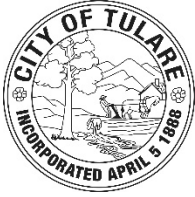
MARC MONDELL, CITY CLERK


By Melissa Hermann, Chief Deputy City Clerk


FUND BALANCE

Fund Balance				
Fund	Estimated Beginning	Revenues	Expenditures	Ending Fund Balance
001 General Fund	26,796,014	55,841,187	54,624,922	28,012,279
004 Fleet Maintenance	-2,969	1,816,500	1,876,506	-62,975
005 Aviation	149,401	175,828	278,828	46,401
007 Senior Services	-357,751	668,751	716,771	-405,771
008 Development	717,454	3,142,266	3,845,665	14,055
009 Transit	1,191,083	0	1,191,083	0
010 Water	8,481,327	10,469,750	12,380,745	6,570,332
012 Solid Waste/Sweeping	9,315,092	12,125,890	13,190,193	8,771,789
015 Sewer/Wastewater	22,956,306	27,156,600	26,431,135	23,681,771
017 Finance Authority Debt Service	1,594,388	2,573,210	4,120,557	47,041
018 Downtown Parking	3,837	113,500	117,050	287
019 Parking & Business Improvement	6,314	80,300	86,100	514
021 Measure R	3,443,875	1,200,000	1,544,412	3,099,463
022 Gas Tax / RMRA	3,397,531	3,552,197	4,931,375	2,018,353
023 Traffic Safety	26,573	60,100	50,000	36,673
028 American Rescue Plan Act (ARPA)	11,787,206	0	11,498,581	288,625
031 Office of Traffic Safety Grant	3,159	7,000	10,000	159
033 COPS State Grant	161,499	108,000	148,815	120,684
034 Local Law Enforcement Block Grant	-30,123	0	0	-30,123
037 DMV Auto Theft Deterrence	-9,339	0	0	-9,339
038 Police Asset Forfeiture	44,560	0	0	44,560
039 Vehicle Abatement	118,086	450	46,803	71,733
045 COVID 19 Grants	113,903	0	0	113,903
048 Property Management	-814,548	2,129,989	2,270,571	-955,130
049 Dangerous Building Abatement	652,178	2,500	31,460	623,218
050 Lighting & Landscape Districts	1,293,470	10,000	160,772	1,142,698
060 Employee Welfare	6,118,591	5,663,090	5,011,311	6,770,370
061 Workers Compensation	9,844,936	3,929,338	2,606,570	11,167,704
062 General Insurance	-2,156,332	2,788,657	3,673,870	-3,041,545
063 Unemployment Insurance	1,478	50,000	0	51,478
066 Purchasing	-491,858	2,250,000	2,195,000	-436,858
067 Surface Water Management	4,649,477	1,465,800	2,405,784	3,709,493
071 Encampment Resolution Funding	1,425,668	4,822,586	4,499,630	1,748,624
075 Cal Home Program	17,826	0	0	17,826
076 HOME Re-Use Program	309,739	0	0	309,739
077 Redevelopment CDBG Entitlement	-632,288	759,421	769,700	-602,276
200 Law Enforcement Impact Fee	0	0	0	0
210 Fire Facility/Equipment Impact Fee	1,410,684	14,000	0	1,424,684
215 Library Impact Fee	854,273	8,500	0	862,773
220 General Facility/Equipment Impact Fee	1,334,677	13,000	0	1,347,677
225 General Plan Maintenance Impact Fee	0	0	0	0
230 Streets/Traffic Signals Impact Fee	6,171,818	55,000	1,160,787	6,226,818
235 Grade Separation Impact Fee	828,683	8,000	0	836,683
240 Bridges & Culverts Impact Fee	0	0	0	0

Fund Balance (continued)				
Fund	Estimated Beginning	Revenues	Expenditures	Ending Fund Balance
245 State Highway Impact Fee	1,077,281	10,000	355,000	1,087,281
250 Streets / Medians Impact Fee	116,607	1,000	0	117,607
260 Water Supply Impact Fee	7,437,222	72,000	866,734	6,642,488
265 Groundwater Recharge Impact Fee	0	0	0	0
290 Wastewater Treatment Fac Impact Fee	51,983	0	51,983	0
301 Storm Drainage Impact Fee	655,488	6,000	0	661,488
360 Street Sweeping Impact Fee	0	0	0	0
390 Parks/Recreation Facilities Impact Fee	7,307,675	70,000	0	7,377,675
600 CIP Administration	197,644	675,000	815,989	56,655
601 Other General Fund CIP	515,813	6,849,236	15,545,843	-8,180,794
602 Economic Incentives	12,357	0	0	12,357
603 Technology CIP	858,955	127,810	185,000	801,765
604 Fleet CIP	7,550,902	2,283,880	2,976,550	6,858,232
605 Aviation CIP	-202,930	50,000	0	-152,930
610 Water CIP	7,272,792	3,150,000	7,582,806	2,839,986
612 Solid Waste/Sweeping CIP	3,246,509	500,000	75,000	3,671,509
615 Sewer/Wastewater CIP	28,778,936	8,300,000	7,415,540	29,663,396
623 Equipment Replacement	2,821,450	1,424,279	933,345	3,312,384
643 Transportation CIP	3,090,633	20,414,269	20,725,714	2,779,188
647 Surface Water CIP	-917,507	1,450,000	514,802	17,691
680 Water Reserve	8,628,567	1,450,000	0	10,078,567
685 Sewer/Wastewater Reserve	11,340,000	1,680,000	0	13,020,000
690 Catastrophic Reserve	600,000	150,000	0	750,000
695 Personnel Reserve	200,000	50,000	0	250,000
Totals	211,366,275	191,774,884	219,919,302	185,298,935



Staff Report

Meeting: City Council
Date: May 7, 2024

Item #: 9.6
General Business

Department: Finance
Submitted by: Mark Roberts, Chief Financial Officer
Agenda Title: Mid-Year Budget Review, Revenue and Expenditure Projections, and Approval of Supplemental Appropriation Requests

RECOMMENDED ACTION

Review the City of Tulare fiscal-year-to-date revenues and expenditures as of December 31, 2023; receive the estimated revenues and expenditures for the remainder of the current fiscal year and for the ensuing fiscal year; and adopt a resolution amending the City's Fiscal Year 2024 Adopted Budget to include the supplemental appropriation requests as presented.

SUMMARY

This report provides the mid-year status of the combined operating and capital budgets of General Fund, the City's primary operating fund. The purpose of this report is to review the financial results of the activities of the first half of the current fiscal year, provide projections of revenues and expenditures through the end of the fiscal year, and recommend various budget adjustments. In addition, estimated revenues and expenditures are presented for the ensuing fiscal year, in accordance with Freeholders' Charter of the City of Tulare Section 26.

First Half of Fiscal Year 2024

The adopted fiscal year 2024 budget is balanced with financing sources (revenues, transfers in from other funds, and available fund balance) sufficient to meet approved financing uses (expenditures and transfers out to other funds) and does not reflect a structural deficit. However, it includes the use of fund balance / reserves to fund one-time capital expenditures. At adoption of the budget, General Fund revenues and transfers in were estimated to total \$55.8 million. Following Council approval of the reconciling budget items included in the companion item to this staff report, General Fund appropriations and transfers out total \$63.5 million. As a result, adjusted appropriations and transfers out exceed adopted revenue estimates, which are unadjusted, by \$7.9 million. Based on year-to-date actual revenues and expenditures through December 31, 2023, and expected activities through year-end, however, more positive results are anticipated, with the net of revenues versus expenditures expected to have a negative impact of approximately \$1.5 million upon fund balance. The following sections of this report will discuss the fiscal operating results expected to lead to the (net) variance.

Revenues

For fiscal year 2024, General Fund revenues are expected to be greater than amounts budgeted by \$5.0 million. The projected variances in each revenue category resulting in the overall variance are shown in the "Fiscal Year-End Revenue Projections" table. The "Mid-Year Revenue Comparison" table below compares revenues realized through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Revenue Comparison
GENERAL FUND
REVENUES
AS OF DECEMBER 31

Revenue Category ¹	FY 24	FY 23	Difference
Sales & Use Tax	\$ 7,425,562	\$ 8,404,762	(\$ 979,199)
Transactions & Use Tax (Meas. I)	4,281,119	3,472,276	808,843
Property Taxes	4,131,444	3,812,577	318,866
Utility Users Tax	4,061,619	4,658,976	(597,356)
Property Tax in Lieu of VLF ²	3,664,823	3,424,520	240,303
Transient Occupancy Tax	939,131	953,889	(14,758)
Cannabis/Dispensary Tax (Meas. Y)	458,255	129,571	328,685
Franchise Taxes	74,804	561,183	(486,379)
Other Revenues	6,446,962	5,438,631	1,008,331
Total	<u>\$ 31,483,719</u>	<u>\$ 30,856,384</u>	<u>\$ 627,335</u>

¹ Transfer(s) in not included.

² VLF – vehicle license fees

The General Fund’s primary sources of revenue are the sales & use tax, district transactions & use tax, property taxes, utility users tax, and property tax in lieu of vehicle license fees (or “VLF”). During the first six months of the current fiscal year, these revenues were approximately \$23.6 million combined, \$0.2 million below fiscal year 2023’s total at the same point, while General Fund revenues, as a whole, totaled \$31.5 million, approximately \$0.6 million more than last year. The most significant single positive factor in the slight year-to-year increase was the City of Tulare’s voter-approved (Measure I) transactions & use tax revenue, which was \$0.8 million greater than for the same period of fiscal year 2023. The largest single negative driver constraining overall growth was sales & use tax revenue, which was \$1.0 million lower than the previous fiscal year at the same point. Also notable:

- Although behind last year’s pace by \$0.6 million at the mid-point of the year, utility users tax revenue grew sharply from fiscal year 2022 to fiscal year 2023, increasing nearly \$2.5 million, or 37.5%, in one year from \$6.6 million to nearly \$9.1 million.
- Receipts from the cannabis/dispensary tax, or Measure Y, the City’s other voter-approved tax were \$0.3 million higher, largely due to the fact fiscal year 2024 will be the first full year of receipts for this revenue, with passage and adoption of the revenue measure occurring in November of 2022 leaving less than eight months of collection for fiscal year 2023.

“Other Revenues” comprises all other General Fund revenues not specifically identified in the above table. These revenues were \$1.0 million higher during the first half of the year compared to the first half of last year. As is to be expected, some of the accounts are ahead of last year’s amounts and some are behind, because of the nature of the funding sources and variations that occur from year to year in the timing of receipts.

Fiscal Year-End Revenue Projections

Anticipated revenues for the current fiscal year in comparison to the budget are reflected in the table below.

GENERAL FUND REVENUES FISCAL YEAR 2024				
<u>Revenue Category</u> ¹	Projected	Adjusted Budget ²	Projected Balance	% Variance
Sales & Use Tax	\$ 14,800,000	\$ 15,177,000	(\$ 377,000)	-2.5%
Transactions & Use Tax (Meas. I)	8,400,000	8,323,000	77,000	0.9%
Property Taxes	7,864,600	7,196,500	668,100	9.3%
Utility Users Tax	8,300,000	6,834,000	1,466,000	21.5%
Property Tax in Lieu of VLF	7,330,000	7,020,000	309,734	4.4%
Transient Occupancy Tax	2,000,000	1,877,750	122,250	6.5%
Cannabis/Dispensary Tax (Meas. Y)	900,000	300,000	600,000	200.0%
Franchise Taxes	1,740,000	1,623,407	116,593	7.2%
Other Revenues	9,481,114	7,430,894	2,050,220	27.6%
Total	\$ 60,815,714	\$ 55,782,817	\$ 5,032,897	9.0%

¹ Transfer(s) in not included.

² Adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

The above table provides updated estimates of fiscal year 2024 General Fund revenues and compares them to their adjusted budgets. As noted above, General Fund revenues are expected to exceed the budget by approximately \$5.0 million overall. Significant elements of the expected overall positive variance include:

- utility users tax revenues anticipated to end the year nearly \$1.5 million higher than initially estimated;
- property taxes projected at \$0.7 million above budget; and
- cannabis/dispensary tax receipts on pace to triple their budgeted estimate of \$0.3 million.

Other Revenues are expected to exceed their budgeted total by \$2.1 million, which is attributable to a combination of projected positive and negative variances in various accounts.

Expenditures

General Fund expenditure totals at year-end are expected to be \$1.4 million below budget. The projected variances in each expenditure category resulting in the overall variance are shown in the “Fiscal Year-End Expenditure Projections” table. The “Mid-Year Expenditure Comparison” below compares expenditures through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Expenditure Comparison
GENERAL FUND
EXPENDITURES
AS OF DECEMBER 31

<u>Expenditure Category</u> ¹	FY 24	FY 23	Difference
Salaries & Benefits	\$ 18,880,195	\$ 17,921,644	\$ 958,551
Maintenance & Operations	8,234,160	8,732,405	(498,245)
Special M&O Projects ²	0	4,973	(4,973)
Capital Improvements	0	0	0
Capital Outlay	0	0	0
Debt Service	0	416,550	(416,550)
Total	\$ 27,114,355	\$ 27,075,572	\$ 38,783

¹ Transfer(s) in not included.

² Studies, Maintenance, & Non-Tangible

As of December 31, 2023, expenditures totaled \$27.1 million, relatively flat in comparison to the previous fiscal year. The year-to-year increase of \$1.0 million in personnel costs at the same point was primarily due to negotiated compensation increases. The expenditure difference reflected in the Maintenance & Operations category was largely the result of differences in timing of costs incurred from one year to the next.

Fiscal Year-End Expenditure Projections

The following table reflects projected expenditures through the remainder of fiscal year 2024 in comparison to the budget.

GENERAL FUND EXPENDITURES FISCAL YEAR 2024				
<u>Expenditure Category</u>	Projected	Adjusted Budget ¹	Projected Balance	% Variance
Salaries & Benefits	\$ 34,939,993	\$ 35,898,006	\$ 958,013	2.7%
Maintenance & Operations	14,241,156	14,642,649	401,493	2.7%
Special M&O Projects ²	0	0	0	-
Capital Improvements	0	0	0	-
Capital Outlay	0	0	0	-
Debt Service	165,140	165,140	0	0%
Total	\$ 49,346,290	\$ 50,705,795	\$ 1,359,506	2.7%

¹ Adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

² Studies, maintenance, & non-tangible

As noted above, General Fund expenditures are expected to be less than the adjusted budget by approximately \$1.4 million overall. This variance is due to similar savings – from a percentage perspective – in Salaries & Benefits and Maintenance & Operations.

Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Transfers in and out are not expected to deviate from the budgeted amounts.

Net Impact on Unassigned Fund Balance

As discussed above, the General Fund is expected to realize more revenues than budgeted and to spend less overall than budgeted. This combination will result in a lesser amount of fund balance / reserves than reflected in the adjusted budget. While the adjusted budget reflects a use of \$7.9 million, combining current revenue and expenditure projections, along with planned transfers, results in a \$6.4 million anticipated decrease in the use of fund balance. (See the “Balance” column in the table below.) As a result, the use of fund balance for the fiscal year is projected to total \$1.5 million and General Fund reserves at or above their required balances.

GENERAL FUND
IMPACT ON FUND BALANCE RESERVES
FISCAL YEAR 2024

	<u>Projected</u>	<u>Adjusted Budget</u>	<u>Balance</u>
Revenues	\$ 60,815,714	\$ 55,782,817	\$ 5,032,897
Transfer(s) In	58,370	58,370	0
Total Revenues & Transfer(s) In	\$ 60,874,084	\$ 55,841,187	\$ 5,032,897
Expenditures *	\$ 49,346,290	\$ 50,705,795	\$ 1,359,506
Transfer(s) Out	12,985,987	12,985,987	0
Total Expenditures & Transfer(s) Out	\$ 62,332,277	\$ 63,691,782	\$ 1,359,506
Use of Fund Balance / Reserves	\$ 1,458,192	\$ 7,850,595	\$ 6,392,403

* For purpose of estimating use of unassigned fund balance, all capital appropriations assumed to be expended.

Charter-Required Revenue and Expenditure Estimates

Pursuant to Freeholders’ Charter of the City of Tulare Section 26, “On or before the second regular meeting in May of each year, the City Manager shall submit to the Council an estimate of revenue and expenditures for the ensuing year.” Given staff turnover in the Department of Finance, current staff continue to analyze revenue sources and collect cost information for the upcoming fiscal year. Therefore, the following projections should be considered estimates and therefore subject to change as Finance continues to assess factors impacting revenues and works with other departments in the development of appropriations. With this consideration, the Department of Finance projects the following General Fund revenues and expenditures for fiscal year 2025:

Projected Fiscal Year 2025 General Fund Revenues	–	\$61,300,000
Projected Fiscal Year 2025 General Fund Expenditures	–	\$62,300,000

Budget Adjustments

During the mid-year budget review process, Department of Finance staff worked with staff of other departments to afford them the opportunity to submit supplemental appropriation requests based upon actual or projected budgetary requirements not anticipated during the annual budgeting process. Exhibit A to this staff report reflects the recommended and requested adjustments.

Staff will continue to monitor expenses and provide revised projections if/as needed.

FISCAL IMPACT & FUNDING SOURCE(S)

General Fund supplemental appropriation requests total \$383,150, all of which will require the use of General Fund fund balance if approved. Supplemental appropriation requests for other funds total \$1,122,490.

LEGAL REVIEW

This item does not require legal review.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

Adopting the proposed mid-year adjustments will authorize expenditures deemed necessary by staff to effectively carry out its responsibilities. If City Council does not approve the proposed changes, the budget may be exceeded, and/or staff may be unable to perform its work effectively as possible.

ATTACHMENTS

1. Resolution
2. Exhibit A - Supplemental Appropriation Requests, Fiscal Year 2024

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION 2024-XX

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE
AMENDING THE FISCAL YEAR 2024 BUDGET**

WHEREAS, on June 20, 2023, the City Council adopted the City of Tulare's Fiscal Year 2024 Adopted Budget following a public hearing; and

WHEREAS, as part of the mid-year budget review process, the Department of Finance reviewed actual revenues and expenditures for the first six months of the fiscal year and projected the same through the remainder of the fiscal year; and

WHEREAS, on May 7, 2024, City staff delivered a mid-year budget review to Council, which included a request to amend the budget for Council's review and consideration; and

WHEREAS, in accordance with Administrative Policy CM-10 Budget Policies and Practices, the City Council may amend or supplement the budget any time after its adoption; and

WHEREAS, City staff has proposed specific amendments to the Budget.

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

Section 1. The City Council approves the amendments to the Fiscal Year 2024 Adopted Budget up to the amount presented in Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 7th day of May 2024.

TERRY A. SAYRE, MAYOR

ATTEST:

MARC MONDELL, CITY CLERK

By Melissa Hermann, Chief Deputy City Clerk

ATTACHMENT 2

SUPPLEMENTAL APPROPRIATION REQUESTS Fiscal Year 2024

Fund	Department Account Explanation	Expenditure Category	Supplemental Appropriation Requested	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
General Fund (001)						
1	Finance	Maintenance & Operations	\$94,850			\$94,850
	Postage (001-4030-2013) Increased postage costs.		2,000			
	Communications (001-4030-2015) Appropriation insufficient for estimated remaining costs.		150			
	Professional & Technical Services (001-4030-2017) Budget development & audit / financial statement services.		60,000			
	Office Supplies (001-4030-2025) Unanticipated equipment costs.		9,000			
	Tulare County Property Tax Administration Fees (001-4030-2203) Increased taxes.		3,700			
	Software Maintenance (001-4030-2510) DebtBook software purchase/subscription for GASB 87 & 96 compliance (leases & subscription-based information technology agreements)		20,000			
2	Economic Development	Maintenance & Operations	9,000			9,000
	Sequoia Tourism (001-4040-2093) Sequoia Regional Tourism Council fiscal year 2024 annual contribution. Previously appropriated in / funded by different fund / funding source.		9,000			
3	Code Enforcement	Maintenance & Operations	5,000			5,000
	Travel, Conference, & Training (001-4100-2016) Mandatory certification for new employee and unanticipated cost increases		5,000			
4	Police - Administration	Maintenance & Operations	18,000			18,000
	Travel, Conference, & Training (001-4220-2016) Additional dispatch training and recertification was required.		6,000			

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2024

Fund	Department Account Explanation	Expenditure Category	Supplemental Appropriation Requested	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
	Contractual Maintenance (001-4220-2018) New contract for landscaping of the K-9 field.		5,000			
	POST Training Expense (001-4220-2096) Insufficient budget due to increased costs.		7,000			
5	Police - Patrol	Maintenance & Operations	43,000			43,000
	Travel, Conference, & Training (001-4221-2016) Significant increase in K-9 training.		15,000			
	General Supplies (001-4221-2032) Ammunition.		18,000			
	POST Training Expense (001-4221-2096) Insufficient budget due to increased costs.		10,000			
6	Police - Investigations	Maintenance & Operations	12,000			12,000
	Travel, Conference, & Training (001-4222-2016) New detective training.		7,000			
	POST Training Expense (001-4222-2096) Insufficient budget due to increased costs.		5,000			
7	Police - Measure I	Maintenance & Operations	9,000			9,000
	General Supplies (001-4224-2032) Ammunition.		9,000			
8	Fire	Maintenance & Operations	19,000			19,000
	Travel, Conference, & Training (001-4230-2016) Additional training conference expenses.		5,000			
	Clothing & Uniforms (001-4230-2021) Body armor replacement.		4,000			
	General Supplies (001-4230-2032) Mattresses.		10,000			

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2024

Fund	Department Account Explanation	Expenditure Category	Supplemental Appropriation Requested	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
9	Recreation & Community Services	Salaries & Benefits	150,000			150,000
	Seasonal Wages (001-4420-1023) Additional seasonal employees to support programs which will generate additional revenue. Increase in minimum wage.		150,000			
10	Recreation & Community Services	Maintenance & Operations	23,300			23,300
	Contractual Maintenance (001-4410-2018) Increase for landscaping of City-owned properties.		23,300			

General Fund - Unassigned Fund Balance	\$383,150	\$0	\$383,150
General Fund Total	\$383,150	\$0	\$383,150

Aviation Fund (005)						
1	Aviation	Maintenance & Operations	\$110,000			\$110,000
	Repairs & Maintenance (005-4552-2014) Unanticipated repairs to apron and roofs of Mefford hangar and other airport hangars.		80,000			
	Professional & Technical Services (005-4552-2017) Hired new consultant for compliance with FAA requirements.		30,000			

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2024

Fund	Department Account Explanation	Expenditure Category	Supplemental Appropriation Requested	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
Development Services Fund (008)						
1	Engineering	Maintenance & Operations	370,490			370,490
	Professional & Technical Services (008-4630-2017) Increased reliance on consultant services due to vacancy in 2 Public Works Inspector positions. Cost offset, at least in part, by salary savings.		370,000			
	Dues & Subscriptions (008-4630-2044) Anticipated increased cost of Engineering News Record annual subscription.		490			
Water Fund (010)						
1	Administration/Sales/Collections	Salaries & Benefits	80,000			80,000
	Outside Labor (010-4610-1099) Unbudgeted cost for temporary Utility Billing customer service staff in Department of Finance.		80,000			
Sewer & Wastewater Fund (015)						
1	Wastewater - Industrial	Maintenance & Operations	500,000			500,000
	Lawsuit & Settlement Charges (015-4653-5101) CVRR settlement.		500,000			
Property Management Fund (048)						
1	Facilities Maintenance	Maintenance & Operations	60,000			60,000
	Repairs & Maintenance (048-4530-2014) Unanticipated repairs to Library A/C & City Hall elevator and estimated funds expected to be needed for work through remainder of fiscal year. Repairs to multiple roofs exhausted existing budget.		60,000			

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2024

Fund	Department Account Explanation	Expenditure Category	Supplemental Appropriation Requested	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
Surface Water Management Fund (067)						
1	Facilities Maintenance	Salaries & Benefits	2,000			2,000
	Various accounts (067-4967-1###)		2,000			

	Total, Other Funds:	\$1,122,490		\$0
	Total, All Funds:	\$1,505,640		\$0