

# City of Tulare

## City Council Meeting Agenda

### Councilmembers

Terry A. Sayre, Mayor  
Patrick Isherwood, Vice Mayor  
Jose Sigala  
Stephen C. Harrell  
Dennis A. Mederos

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**Tulare Public Library & Council Chamber**  
491 North M Street, Tulare CA 93274  
[www.tulare.ca.gov](http://www.tulare.ca.gov)

**Tuesday, September 3, 2024**  
**7:00 p.m. Regular Meeting**

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### Mission Statement

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

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### Attending and Participating in Meetings

Regular City 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 Comment 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 the device used for viewing the meeting.

City of Tulare YouTube Channel:

[https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1\\_aw/videos](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](http://www.tulare.ca.gov) and available for viewing at the entrance of the Council Chamber.

### Rules for Addressing the City 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 item on the agenda will be invited to address the Council during the time that Council is considering that agenda item. Persons wishing to address Council concerning issues not on the agenda will be invited to address Council during the Public Comment portion of the meeting.
- When invited by the mayor to speak, please step up to the lectern, 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** - Susan Henard, Pastor of River Valley Church, to deliver an invocation.
3. **PROCLAMATIONS & RECOGNITIONS**
  - 3.1 **Proclamation for Suicide Prevention Month, September 2024.**
  - 3.2 **Recognition to Tulare Fast & Fearless Softball Team for Accomplishments.**
4. **PUBLIC COMMENT** - Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from acting on any matter not on the agenda; however, your comments may be referred to staff for follow up. 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 and General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, public comment is limited to a total of fifteen minutes with each speaker allowed three minutes, unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.
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 matters listed under the Consent Calendar are considered by the Council to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.
  - 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 **Approval of City Council Meeting Minutes.**  
**Recommended Action:** Approve the minutes of the special and/or regular meeting of August 20, 2024. [M. Hermann]
  - 7.3 **July 2024 Investments Report.**  
**Recommended Action:** Accept the monthly investments report for July 2024. [M. Roberts]
  - 7.4 **Rejection of Claim - Danice Leanne Garrison.**  
**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Danice Leanne Garrison, FR102310/23040-23043. [S. Oneal]

- 7.5 Rejection of Claim - Erabella Castro Sanchez.**  
**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Erabella Castro Sanchez, FR102310/23040-23043. [S. Oneal]
- 7.6 Rejection of Claim - Eeve Castro.**  
**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Eeve Castro, FR102310/23040-23043. [S. Oneal]
- 7.7 Rejection of Claim - Ivan Castro Sanchez.**  
**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Ivan Castro Sanchez, FR102310/23040-23043. [S. Oneal]
- 7.8 Final Map Acceptance - Villas at Sierra Ranch.**  
**Recommended Action:** Conditionally approve the final map and subdivision improvement agreement for the Villas at Sierra Ranch subdivision for recordation, and accept all easements and dedications offered to the City. [M. Miller]
- 7.9 Capital Improvements Project Dashboard for September 2024.**  
**Recommended Action:** Accept the Capital Improvements Project Dashboard for September 2024. [M. Miller]
- 7.10 Highway Safety Improvement Program Grant.**  
**Recommended Action:** Adopt a resolution authorizing the City of Tulare to apply for Highway Safety Improvement Program grant funding; and authorize the City Manager to execute all necessary grant documents on behalf of the City to facilitate said application. [M. Miller]
- 7.11 Investment Management and Advisory Services Agreement.**  
**Recommended Action:** Authorize the City Manager to 1) execute a professional services agreement with PFM Asset Management LLC for investment management and advisory services for the period of September 4, 2024, through December 31, 2027, with two additional one-year options; and 2) execute non-substantive modifications to the Agreement as necessary. [M. Roberts]
- 8. PUBLIC HEARING** - 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 Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.
- 8.1 Proposed 2023 Consolidated Annual Performance Evaluation Report.**  
**Recommended Action:** Adopt a resolution as presented approving the 2023 Consolidated Annual Performance Evaluation Report (CAPER) as presented; and authorize the City Manager or his designee to submit the CAPER to HUD 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 Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.

**9.1 Appeal of Decertification Petition Decision.**

**Recommended Action:** Reject the appeal submitted to City Council on August 20, 2024, by members of the California League of City Employees Association (CLOCEA) to decertify the union due to untimeliness of Decertification Petition pursuant to City of Tulare Merit System Rules and Regulations §1307(a). [J. McDonnell]

**9.2 Spade Entertainment Standard Operational Procedures and Rental Agreement.**

**Recommended Action:** Approve the Adventist Health Amphitheater Standard Operational Procedures (SOP) document and rental agreement with Spade Entertainment. [B. Beck]

**9.3 Appoint Nominated Persons to Offices and Cancel Elections.**

**Recommended Action:** Adopt a resolution appointing Jose Sigala to the office of Tulare City Councilmember for District 1 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 1; adopt a resolution appointing Steve Harrell to the office of Tulare City Councilmember for District 3 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 3; and adopt a resolution appointing Patrick Isherwood to the office of Tulare City Councilmember for District 5 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 5. [M. Hermann]

**10. FUTURE AGENDA ITEMS - NONE SUBMITTED**

**11. STAFF UPDATES**

**12. ADJOURNMENT**

The next regularly scheduled meeting of the Tulare City Council is Tuesday, September 17, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.

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**AFFIDAVIT OF POSTING AGENDA**

I hereby certify, in conformance with Government Code Sections 54954.2, 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](http://www.tulare.ca.gov)).

POSTED: Thursday, September 5, 2024

  
Melissa Hermann, Chief Deputy City Clerk



**To: Mayor and City Council Members**  
**From: Marc Mondell, City Manager**  
**Subject: September 3, 2024 Agenda Memo**  
**Date: August 29, 2024**

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 memo. 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** - Susan Henard, Pastor of River Valley Church, to deliver an invocation.
3. **PROCLAMATIONS & RECOGNITIONS** [Time Estimate: 7:10 p.m.]
  - 3.1 **Proclamation for Suicide Prevention Month, September 2024.**
  - 3.2 **Recognition to Tulare Fast & Fearless Softball Team for Accomplishments.**
4. **PUBLIC COMMENT** - Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from acting on any matter not on the agenda; however, your comments may be referred to staff for follow up. 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 and General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, public comment is limited to a total of fifteen minutes with each speaker allowed three minutes, unless otherwise extended by Council. Please begin your comments by stating your name and providing your city of residence. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting. [Time Estimate: 7:25 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 p.m.]
6. **COUNCIL REPORTS AND ITEMS OF INTEREST** [Time Estimate: 7:40 p.m.]

7. **CONSENT CALENDAR** - All matters listed under the Consent Calendar are considered by the Council to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately. [Time Estimate: 7:45 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 **Approval of City Council Meeting Minutes.**

**Recommended Action:** Approve the minutes of the special and/or regular meeting of August 20, 2024. [M. Hermann]

7.3 **July 2024 Investments Report.**

**Recommended Action:** Accept the monthly investments report for July 2024. [M. Roberts]

**Summary:** The investments report for July 2024 is submitted for Council review and acceptance.

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

**Legal Review:** This item does not require legal review.

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

7.4 **Rejection of Claim - Danice Leanne Garrison.**

**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Danice Leanne Garrison, FR102310/23040-23043. [S. Oneal]

**Summary:** On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Danice Leanne Garrison. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,009,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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:** Reviewed by the RMA Attorney and City Attorney.

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

**7.5 Rejection of Claim - Erabella Castro Sanchez.**

**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Erabella Castro Sanchez, FR102310/23040-23043. [S. Oneal]

**Summary:** On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Erabella Castro Sanchez. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, inability to participate in sports, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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:** Reviewed by the RMA Attorney and City Attorney.

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

**7.6 Rejection of Claim - Eevee Castro.**

**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Eevee Castro, FR102310/23040-23043. [S. Oneal]

**Summary:** On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Eevee Castro. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily

injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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:** Reviewed by the RMA Attorney and City Attorney.

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

#### 7.7 Rejection of Claim - Ivan Castro Sanchez.

**Recommended Action:** Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Ivan Castro Sanchez, FR102310/23040-23043. [S. Oneal]

**Summary:** On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Ivan Castro Sanchez. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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:** Reviewed by the RMA Attorney and City Attorney.

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

#### 7.8 Final Map Acceptance - Villas at Sierra Ranch.

**Recommended Action:** Conditionally approve the final map and subdivision improvement agreement for the Villas at Sierra Ranch subdivision for recordation, and accept all easements and dedications offered to the City. [M. Miller]

**Summary:** Planning Commission Resolution No. 5421 adopted on May 23, 2022, approved the tentative map for the Villas at Sierra Ranch subdivision, which is located at the southeast corner of Retherford Street and the alignment of Corvina Avenue. The overall subdivision comprises approximately 12 acres and consists of 91 single-family lots that are served by a network of interior private streets to be accessed off of Corvina Avenue. The Subdivider is actively working to complete the final map. To expedite the final map approval process, the Subdivider is requesting Council's conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60-days. Such requests have routinely been accommodated.

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

**Legal Review:** The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

**Alternative Action:** 1) Approve with changes - Changes could result in delay to the project schedule due to the additional review time that would be needed by various City divisions and could adversely impact the Developer's project financing; 2) Deny - Construction of the proposed single-family residential construction project would not be allowed, and the tentative subdivision map would expire pending any additional available extensions; or 3) Table - The delay resulting from tabling this item could adversely impact the Developer's project.

#### 7.9 Capital Improvements Project Dashboard for September 2024.

**Recommended Action:** Accept the Capital Improvements Project Dashboard for September 2024. [M. Miller]

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

- Establish consistency in how projects are managed,
- Create department 5-year project plans,
- Improve pre-planning and preparation,
- Identify and implement management policies and procedures,
- Improve project cost tracking and project delivery,

- Formalize and improve project reporting, and
- Review and evaluate project successes or failures upon completion in order to improve on future projects.

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

The attached Capital Improvements Project Dashboard reflects the quarterly status of active projects as of April 2024. The dashboard uses a color metric for the completion status graphic (pie chart) that reflects the phase each project is in. BLUE shading indicates that the project is in the Design phase, GREEN shading indicates that the project is in the Environmental or Right-of-Way Acquisition phase, and ORANGE shading indicates that the project is in the Construction or Implementation phase.

**Fiscal Impact & Funding Source(s):** Receipt and approval of the Capital Improvement Project Dashboard will not result in any fiscal impact.

**Legal Review:** This item does not require legal review.

**Alternative Action:** 1) Approve with changes; 2) Deny - Action would not result in any notable impact; or 3) Table - Action would not result in any notable impact.

#### 7.10 Highway Safety Improvement Program Grant.

**Recommended Action:** Adopt a resolution authorizing the City of Tulare to apply for Highway Safety Improvement Program grant funding; and authorize the City Manager to execute all necessary grant documents on behalf of the City to facilitate said application. [M. Miller]

**Summary:** The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. Under IIJA, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. California's share of HSIP funds are split between the State HSIP for state highways and the Local HSIP for local roads.

Caltrans Division of Local Assistance (DLA) manages the Local HSIP component, working with local agencies to deliver projects using this funding source. Local HSIP focuses on infrastructure projects that implement nationally recognized crash reduction factors.

Local Public Agencies (LPA's) may apply for Local HSIP funds for projects on local roads. If successful, the LPA assumes responsibility and accountability for the use and

expenditure of federal-aid highway funds. The LPA must be a city, a county, or a tribal government federally recognized within the State of California. Exceptions to this requirement will be reviewed by the Department of Transportation (Caltrans), Headquarters - Division of Local Assistance (HQ-DLA) on a case-by-case basis.

HSIP funds are eligible for work on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members, that improves the safety for its users. Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported methodology. There are twenty-eight project categories identified as eligible as listed under 23 U.S.C. §148(a)(4)(B). No funding priority is assigned to the list.

The California Local HSIP program may place further restrictions on the eligibility of individual project categories to meet the most critical needs on local roadways. It is the intent of the HSIP program that funds be expended on safety projects that can be designed and constructed expeditiously. Projects must not require the acquisition of significant rights of way (not more than 10% of the construction cost), nor must they require extensive environmental review and mitigation. Also, proposed projects such as horizontal and vertical curve realignments, shoulder widenings, etc., that typically take the longest time to deliver will need to show that an incremental approach has been followed, i.e. lower cost countermeasures have been installed and have not proved to be effective before these types of safety improvements (realignments, shoulder widenings, etc.) are considered. For a project to be eligible for HSIP funding, a specific safety problem must be identified, and the proposed countermeasure(s) must substantially address the condition. All proposed projects must lead to and complete the construction of safety improvements. The project must be consistent with California's Strategic Highway Safety Plan (SHSP).

The HSIP Cycle 12 call-for-projects was announced on Monday, May 6, 2024. The application submittal deadline is Monday, September 9, 2024. Staff is working with Peters Engineering Group, the engineering consultant who assisted the City in the preparation of its Local Road Safety Plan, to identify one or more candidate projects for application submittal. Based upon collision history and various other safety factors, a project to complete the realignment of Turner Drive, Foster Drive and Mooney Boulevard has been identified as a good candidate project for an HSIP funding application. Other potential projects are being investigated, but as of this date have not been selected for application. If one or more are identified as being good candidates, staff will also endeavor to complete applications for them by the submittal deadline.

**Fiscal Impact & Funding Source(s):** It's anticipated that a local match of 10% would be required for any project selected for HSIP funding. Upon receiving notification of funding award resulting from the applications submitted, Council would be asked to adopt a resolution accepting the award of HSIP funds. Project sheets describing the project scope and detailing the expenditures and funding sources would be provided to Council at that time.

**Legal Review:** The City Attorney's Office will review any non-standard documentation that the City is required to execute to apply for the grant funding.

**Alternative Action:** 1) Approve with changes - Staff will strive to implement changes directed by City Council; 2) Deny - No applications for Cycle 12 HSIP funding will be submitted; or 3) Table - Due to time constraints, no applications for Cycle 12 HSIP funding will be submitted.

#### 7.11 Investment Management and Advisory Services Agreement.

**Recommended Action:** Authorize the City Manager to 1) execute a professional services agreement with PFM Asset Management LLC for investment management and advisory services for the period of September 4, 2024, through December 31, 2027, with two additional one-year options; and 2) execute non-substantive modifications to the Agreement as necessary. [M. Roberts]

**Summary:** Currently, management of the investment of the City's funds is passively managed by Bank of New York with City staff placing the proceeds of maturing investments in the California Local Agency Investment Fund (LAIF) and the City's checking account. While these investments meet the objectives (in order) of safety of principal, liquidity, and return in accordance with of the City of Tulare's Statement of Investment Policy and California Government Code §53600.5, the City likely is not maximizing the potential for returns. And with its limited resources, City staff cannot manage its investment portfolio as efficiently or effectively as desired. Acquiring professional investment management and advisory services will enhance the potential for higher returns while adhering to the objectives of safety and liquidity; therefore, City staff has sought these services via the request for proposals process.

#### Request for Proposals Process

The City issued a request for proposals ("RfP") for investment management and advisory services on June 24, 2024. The RfP was posted on the City's, California Purchasing Group's (BidNet Direct's), and California Society of Municipal Finance Officers' (CSMFO's) websites. Responses to the RfP were due by 5:00 pm on July 22, 2024.

The City received three proposals in response to the RfP. The firms submitting proposals, listed in alphabetical order, are:

Chandler Asset Management, Inc.;  
Meeder Public Funds, Inc.;  
PFM Asset Management LLC.

A selection panel reviewed the proposals, and all the responding firms were invited to deliver presentations and be interviewed by the panel on August 16, 2024. The selection panel included the following members:

Josh McDonnell, Assistant City Manager;  
Melanie Gaboardi, Assistant Director of Finance;  
Jason Bowling, Chief Technology Officer.

To rank the firms and provide a recommendation to the City Council, the interview panel considered:

- demonstrated understanding of the work/services required;
- relevant experience with California municipal governments;
- commitment of the firm’s personnel who would be assigned to the City’s portfolio;
- proposed investment management and investment advisory methodology; and
- cost of services.

After reviewing and considering each proposal, PFM Asset Management, Inc. was selected for the engagement.

**About PFM Asset Management, LLC (from submitted proposal):**

PFM Asset Management, LLC (“PFMAM”) is an investment adviser registered with the US Securities and Exchange Commission and a subsidiary of US Bancorp Asset Management (“USBAM”), Inc. USBAM is a subsidiary of US Bank National Association (“US Bank”). USBAM and US Bank are, respectively, indirect and direct subsidiaries of US Bancorp.

PFMAM has been in business under its present name for 23 years, but its professionals have managed funds for public entities nationwide since 1980. In California, it has managed public funds since 1989, when it first started administering and advising on the California Investment Management Program. In 2001, PFMAM was created as the entity through which we provide investment advisory services. In December 2021, PFMAM was purchased by USBAM.

As of March 31, 2024, PFMAM managed \$244.8 billion in assets for clients across the United States, including \$192.0 billion in discretionary assets under management. In California, PFMAM manages and advises on \$85.6 billion in assets for 212 clients, including \$26.8 billion for 73 city clients.

**Fiscal Impact & Funding Source(s):** As noted above, it is anticipated PFMAM’s management of the City’s investment portfolio will earn greater returns than the City’s current passive management would. Due to the volatility of financial markets and fluctuations in interest rates and the impact of investment directives, it is not possible to accurately calculate the overall fiscal impact of the recommended agreement, however.

PFM’s annual investment management fees will be based upon the average balance of assets under its direct management, in accordance with the following schedule:

<u>Assets under Management</u>	<u>Annual Investment Management Fee</u>
First \$100M	0.07% (7 basis points)
Next \$100M	0.06% (6 basis points)
Next \$100M	0.05% (5 basis points)
Next \$100M	0.04% (4 basis points)
Assets in excess of \$400M	0.03% (3 basis points)

\* Annual minimum fee of \$40,000.

These fees are all-inclusive for the services PFMAM will provide; however, these fees do not include custody fees the City may incur for third party custodial services, which are minimal.

The following table illustrates examples of fees assessed by PFMAM based upon its “blended” rate (i.e., the effective rate resulting after application of the fee rates to the portfolio’s balance according to the schedule above) at different asset levels:

Assets Managed	Annual Fee Rate	Annual Fee
\$75M	7 bps	\$40,000 *
\$125M	6 bps	\$75,000
\$150M	6 bps	\$90,000

\* Annual minimum fee.

PFMAM’s fees will be deducted from the investment portfolio’s assets.

**Legal Review:** The agreement requires the City Attorney’s approval as to form prior to execution by the City Manager.

**Alternative Action:** 1) Approve with changes; 2) Deny; or 3) Table. If the execution of the proposed agreement is not authorized, the City may incur the opportunity cost of lower investment returns.

**8. PUBLIC HEARING** - 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 Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting. [Time Estimate: 8:00 p.m.]

**8.1 Proposed 2023 Consolidated Annual Performance Evaluation Report.**

**Recommended Action:** Adopt a resolution as presented approving the 2023 Consolidated Annual Performance Evaluation Report (CAPER) as presented; and authorize the City Manager or his designee to submit the CAPER to HUD on behalf of the City of Tulare. [G. Avitia]

**Summary:** The City’s Community Development Department (CDD), in cooperation with other departments, oversees most federal and state grants addressing community development and social service issues. In order to utilize Community Development Block Grant (CDBG) and other federal grants on a yearly basis, CDD staff must prepare Annual Action Plans (AAP) and Consolidated Annual Performance Evaluation Reports (CAPER). An AAP identifies service levels and anticipated budgets on all activities ahead of each program year, while a CAPER describes the City’s progress toward achieving the goals set under a current Consolidated Plan. Copies of current and previous Annual Action Plans, Consolidated Plan, and CAPERs are available on the CDD webpage at: <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notices>.

The 2023 CAPER details the outcomes of activities and projects implemented with CDBG funds between July 1, 2023, and June 30, 2024. During this period, the City committed a total of \$788,405 in CDBG funds across five (5) activities with goals aligned to the City’s Consolidated Plan. The specific CDBG activities implemented during the 2023 Program Year are listed in Tables 1 and 2 below.

**Table 1 – 2023 CDBG Activities**

<b><i>Consolidated Plan Goal</i></b>	<b><i>Activity and Funding Commitment</i></b>
Public Infrastructure	<ul style="list-style-type: none"> <li>Street &amp; Utility Improvements - Apricot &amp; Academy Project - \$310,022</li> </ul>
Support homeless and public services	<ul style="list-style-type: none"> <li>Funding for a Licensed Marriage Family Therapist (LMFT) with Salt + Light to provide group therapy services to recently housed clients from the Encampment Resolution Project at the Santa Fe Commons- \$19,700</li> <li>Street outreach, case management and housing navigation with Kings View PATH - \$89,313</li> </ul>
Preserve and develop affordable housing	<ul style="list-style-type: none"> <li>Minor home repair and rehabilitation program with the Habitat for Humanity of Tulare / Kings Counties - \$224,000.</li> </ul>
Maintain effective program administration and planning	<ul style="list-style-type: none"> <li>Personnel and operating costs incurred by Community and Economic Development Department - \$145,370</li> </ul>
<b>Total number of activities and amount of CDBG funds</b>	<p><b>Five (5)</b></p> <ul style="list-style-type: none"> <li><b>\$788,405</b></li> </ul>

**2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

Of the five activities undertaken in Program Year 2023, one successfully met its original goal. Unforeseen challenges required a mid-year amendment, including changes in the scope of work due to a hiring shortfall and the postponement of the public infrastructure activity to the following program year because of cost and financing concerns after bid results. Subrecipients successfully adapted their scope of work and/or amended their budgets to deliver impactful housing rehabilitation and homelessness service. The City maintained an adequate spend down ratio with HUD and reallocated a larger than usual balance of CDBG funds in the subsequent program year to the aforementioned project that will initiate in the new fiscal year.

Program administration and planning costs remained below the mandated 20 percent threshold, and total public service expenditures stayed under the 15 percent limit. In total, the City expended \$383,694 in Program Year 2023, representing about 48 percent of all CDBG funds. The draft of the 2023 CAPER provides a more detailed account of both service-level and financial outcomes.

**Fiscal Impact & Funding Source(s):** Community Development Block Grant Funding for Fiscal Year 2023 (Fund 077)

**Legal Review:** This item does not require legal review.

**Alternative Action:** If the draft 2023 CAPER is not adopted at this or a subsequent meeting, the City may risk being out of compliance with the Department of Housing and Urban Development. 1) Approve with changes; 2) Deny - Reject the proposed 2023 CAPER and request revision(s) to the report for City staff to present at a future City Council meeting. This will delay submission of a 2023 CAPER and may place the City out of compliance with the U.S. Department of Housing and Urban Development; or 3) Table - Reschedule consideration of this item to a future City Council meeting. This will delay submission of a 2023 CAPER and may place the City out of compliance with the U.S. Department of Housing and Urban Development.

**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 Council. For those that wish to provide public comment while viewing the meeting online, you may call (559) 366-1849. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting. [Time Estimate: 8:30 p.m.]

**9.1 Appeal of Decertification Petition Decision.**

**Recommended Action:** Reject the appeal submitted to City Council on August 20, 2024, by members of the California League of City Employees Association (CLOCEA) to decertify the union due to untimeliness of Decertification Petition pursuant to City of Tulare Merit System Rules and Regulations §1307(a). [J. McDonnell]

**Summary:** On July 11, 2024, City of Tulare employee John Triste, on behalf of a number of Tulare city employees represented by the California League of City Employees Association (CLOCEA) submitted a petition to the California Public Employment Relations Board to decertify CLOCEA from serving as their union representation. PERB advised the petitioners that the City has jurisdiction over this matter; thus Mr. Triste withdrew his PERB application and on August 9, 2024 submitted a new petition to the City for consideration.

The City's Labor Relations Officer (Shonna Oneal) reviewed the Decertification Petition and determined that the petitioner's request was untimely pursuant to City of Tulare Merit System Rules and Regulations §1307(a), which states in pertinent part:

"A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred eighty (180) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs first..."

Based on the rule above, the appropriate windows for the employees to file their petition was either of the following:

7/1/2021-6/30/2022

Or

1/1/2024-1/31/2024

The Decertification Petition was received on August 9, 2024, over six months after the date allowed under City of Tulare Rule §1307(a). On August 14, 2024, the Labor Relations Officer notified Mr. Triste that his petition request was denied but that he has a right to appeal the decision to the City Council.

On August 20, 2024, Mr. Triste submitted an appeal to the City Council regarding their decertification petition submitted to PERB on July 11, 2024, and the City on August 9, 2024.

Staff recommends that Council deny the appeal due to the untimeliness of the original decertification application. City of Tulare Rule §1307(a) provides a series of windows for employees to submit decertification petitions. These windows specifically exclude time of the year that MOU negotiations would likely be occurring, such that the City would not be faced with having to negotiate with two competing factions of employees from within the same job classifications.

The next likely decertification window will occur from January 1 to January 31, 2025.

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

**Legal Review:** Reviewed by the City Attorney.

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

- 9.2 Spade Entertainment Standard Operational Procedures and Rental Agreement.**  
**Recommended Action:** Approve the Adventist Health Amphitheater SOP document and rental agreement with Spade Entertainment. [B. Beck]

**Summary:** The City of Tulare has been steadily working to develop a new amphitheater and other related amenities within Zumwalt Park to provide entertainment and recreation opportunities for residents and visitors. This project is one of the many means through which the City is working to redevelop Downtown Tulare. To that end, the following related actions by City Council have already occurred:

On December 7, 2021, City Council approved the use of ARPA funds towards the construction of the Zumwalt Park Amphitheater and renovation project.

On January 18, 2022, the City Council approved a contract with Lane Engineers for conceptual design services for the renovation of Zumwalt Park and Amphitheater.

On July 27, 2022, a Request for Proposals (RFP) for the Zumwalt Park Amphitheater Operator was published.

On July 18, 2023, City Council approved a management and operator agreement with Spade Entertainment.

On September 19, 2023, City Council approved a construction contract with Caliber Construction for the Zumwalt Park Renovation Project.

On August 6, 2024, City Council approved the Zumwalt Park Amphitheater Naming Rights Agreement with Adventist Health.

Spade Entertainment has worked with City Staff in developing an SOP document for Zumwalt Park. An SOP document is a written set of instructions for technical or administrative activities. SOPs are used to ensure that tasks are performed consistently, accurately, safely, and efficiently across an organization event. They can also be used to train new or existing staff members on different processes and procedures.

Spade Entertainment is responsible for the SOP document and overseeing the entire event from start to finish including but not limited to setting up the venue and ensuring that all aspects of the performance are handled in a professional manner in a comfortable atmosphere in accordance with the SOP document.

When the Adventist Health Amphitheatre is not in use for entertainment purposes, Zumwalt Park will be open to the public. However, to limit public impacts and preserve the facility for long-term general public enjoyment, the rental of the Adventist Health Amphitheater shall be limited primarily to entertainment purposes including music, special events and performing arts.

The Adventist Health Amphitheater will also be available for the public to rent for events. Spade Entertainment will be the public's first contact to rent the Amphitheater. If Spade Entertainment is not interested in the rental, the rental request will revert to the Community Services Department. If agreement is reached, Spade Entertainment or the Community Services Department will prepare a contract for the renter including rental fees, required documents and timeframes for submission of documents or other information. The contract shall serve as a permit entitling renter to use of Adventist Health Amphitheater as described in attached rental contract.

The SOP document and the rental agreement is attached and presented herein for City Council discussion and consideration. The agreements are consistent with the approved term sheet.

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

**Legal Review:** This item has been reviewed by the City Attorney.

**Alternative Action:** 1) Approve with changes (subject to Adventist approval); 2) Deny; or 3) Table.

### 9.3 **Appoint Nominated Persons to Offices and Cancel Elections.**

**Recommended Action:** Adopt a resolution appointing Jose Sigala to the office of Tulare City Councilmember for District 1 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 1; adopt a resolution appointing Steve Harrell to the office of Tulare City Councilmember for District 3 and cancel the

election scheduled to be held on Tuesday, November 5, 2024, specific to District 3; and adopt a resolution appointing Patrick Isherwood to the office of Tulare City Councilmember for District 5 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 5. [M. Hermann]

**Summary:** On June 4, 2024, the City Council adopted a resolution calling the General Municipal Election for three City Council seats on November 5, 2024. The following Council seats were up for election:

- District 1, currently held by Councilmember Jose Sigala
- District 3, currently held by Councilmember Stephen C. Harrell
- District 5, currently held by Vice Mayor Isherwood

The nomination period was July 15 through August 9, 2024. All three incumbents were nominated for their respective offices prior to the deadline. No other parties qualified to be placed on the ballot by the deadline; therefore, the incumbents are running for election unopposed.

Pursuant to Section 10229 of the Elections Code, one of the following courses of action can be taken:

1. Appoint to the office the persons who have been nominated;
2. Appoint to the office any eligible voter if no one has been nominated; or
3. Hold the election if either no one or only one person has been nominated.

A notice of these facts was published on August 20, 2024, in the Visalia Times Delta, a newspaper of general circulation in the city pursuant to Section 6061 of the Government Code. It was also posted on the City's website.

If, by the 75th day before the municipal election no person has been appointed to the offices pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to Section 10229 of the Elections Code, the elections official shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

If Council chooses to appoint Jose Sigala, Steve Harrell, and Patrick Isherwood to the offices they were nominated for and cancel the election for the three districts, this will result in a cost savings for the City. The City consolidates its elections with the County of Tulare, relying on the County to provide certain services associated with the election. The County then invoices the City for those costs. It is estimated that the costs for this year's election could range from \$27,400 to \$30,400. The table below is the estimate provided by the County broken down by district.

District	Registered Voters (as of March 18)	Estimated Cost of Election
District 1	5,364	\$8,000-\$9,000
District 3	5,201	\$7,700-\$8,700
District 5	7,861	\$11,700-\$12,700

The persons appointed will be sworn in at the first regularly scheduled meeting following the certification of the election results and will take office and serve exactly as if elected at a municipal election for that office.

**Fiscal Impact & Funding Source(s):** Depending on the action taken by Council, the City can realize a cost savings of approximately \$30,000. If Council chooses to not appoint those nominated and proceeds with the election, expenses related to the election have been accounted for and included in the adopted budget, account 001-4020-2065, which is sufficiently funded.

**Legal Review:** This item does not require legal review.

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

**10. FUTURE AGENDA ITEMS - NONE SUBMITTED** [Time Estimate: 9:30 p.m.]

**11. STAFF UPDATES** [Time Estimate: 9:30 p.m.]

**12. ADJOURNMENT** [Time Estimate: 9:35 p.m.]

The next regularly scheduled meeting of the Tulare City Council is Tuesday, September 17, 2024, at 7:00 p.m. in the Council Chamber, 491 North M Street, Tulare.



# Proclamation

**WHEREAS**, September is recognized as National Suicide Prevention Month, a time when millions of people around the world join their voices to raise awareness of suicide prevention, treatment and recovery; and

**WHEREAS**, this is a time that is dedicated to bringing visibility to the role everyone in the community can play in preventing suicide and to encourage all community members to know the signs, find the words, and reach out to someone they are concerned about; and

**WHEREAS**, according to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages 10 and 34 with more than 48,000 people dying by suicide annually in the United States; and

**WHEREAS**, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire community; and

**WHEREAS**, no single suicide prevention effort will be sufficient or appropriate for all populations or communities; all citizens are asked to join together and take a stand to prevent suicide; and

**WHEREAS**, the Tulare County Suicide Prevention Task Force is a multi-disciplinary collaborative, combining representatives from government, education, community-based service providers, and community members providing training, activities, and education throughout Tulare County to increase awareness of the signs and symptoms of suicide risk as well as prevention and early intervention best practices.

**WHEREAS**, September 10 is World Suicide Prevention Day, which has been recognized internationally and is supported by the World Health Organization.

**NOW, THEREFORE**, we, the City Council of the City of Tulare, do hereby proclaim the month of September 2024 as

## Suicide Prevention Month

in the City of Tulare and encourage all citizens of Tulare to learn more about suicide prevention and awareness.

Dated this 3<sup>rd</sup> day of September 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**

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

**Tuesday, August 20, 2024  
7:00 p.m. - Regular Meeting**

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

**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; Interim Community Services Director Brian Beck; Police Chief Fred Ynclan; Fire Division Chef Cameron Long; Human Resources Director Shonna Oneal; Community Development Director Mario Anaya; Executive Director of Economic Development and Redevelopment Traci Myers; Chief Technology Officer Jason Bowling; Code Enforcement Officer James Ussery

**1. CALL TO ORDER**

Mayor Sayre called to order the regular meeting of the City Council at 7:04 p.m. in the Council Chamber located at 491 North M Street.

**2. PLEDGE OF ALLEGIANCE AND INVOCATION**

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

**3. PROCLAMATIONS & RECOGNITIONS**

**3.1 Recognition to Tulare Baseball Association 9U Team for Accomplishments.**  
Mayor Sayre and Vice Mayor Isherwood presented certificates of recognition to the Tulare Baseball Association 9U team for their recent accomplishment.

Mayor Sayre called for a recess at 7:13 p.m. The meeting reconvened at 7:18 p.m.

**4. PUBLIC COMMENT**

John Triste and Chris Soto addressed the Council regarding the request to decertify CLOCEA. David Hernandez addressed the Council regarding missing sidewalk on Prosperity east of West Street. Chris Harrell congratulated the councilmembers who are running for election unopposed and thanked the Council and staff for efforts on saving the historic Hamm building in downtown Tulare. Jason Bender reminded the Council of

the 9/11 Blood Drive to be held at the Veterans Memorial Building on Wednesday, September 11 from 6 a.m. to 6 p.m.

## 5. COMMUNICATIONS

City Manager Marc Mondell advised of a correspondence received from the Leadership Counsel regarding item 8.1 on the agenda.

## 6. COUNCIL REPORTS AND ITEMS OF INTEREST

The Council reported on recent events and discussed items of interest. Noah Whitaker of Tulare County Health and Human Services Agency spoke about efforts to address homelessness.

## 7. CONSENT CALENDAR

It was moved by Councilmember Mederos, seconded by Councilmember Harrell, and unanimously carried to approve the items on the Consent Calendar as presented.

- 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 Approval of City Council Meeting Minutes.**  
**Recommended Action:** Approve the minutes of the special and/or regular meeting of August 6, 2024. [M. Hermann]
- 7.3 Acceptance of FEMA Fire Prevention and Safety (FP&S) Grants.**  
**Recommended Action:** Accept the 2023 FEMA Fire Prevention and Safety (FP&S) Grants funds of \$163,714.28; and authorize the City Manager, or designee, to purchase smoke and CO2 detectors for a citywide safety campaign. [M. Ott]
- 7.4 On-Call Cybersecurity Consultant Contract.**  
**Recommended Action:** Approve a pre-qualified consultant for on-call cybersecurity consulting services; and authorize the City Manager to enter into a professional services contract, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager, with Securance Consulting of Tampa Florida, for a period of one year with two annual renewals available. [J. Bowling]
- 7.5 Amendment to the Position Control Budget and Salary Schedule.**  
**Recommended Action:** Adopt a resolution amending the City's Non-Utility Position Control Budget (PCB) to reflect an additional position and correct an item on the salary schedule. [S. Oneal]
- 7.6 Acceptance and Appropriation of a Federal Earmark.**  
**Recommended Action:** Adopt a resolution 1) authorizing the City Manager or his designee to accept a federal earmark of \$500,000, awarded through the Consolidated Appropriations Act of 2023, to fund a portion of the construction of a water main connection across Highway 99 from Gem Street to the Corvina Avenue alignment west of Retherford Street; 2) authorizing the City Manager or his

designee to execute all necessary documents for allocation of grant funds; and 3) establishing General Fund CIP Fund (Fund 601) appropriation(s) totaling \$500,000 and a corresponding revenue budget for Project WT0055 – Hwy 99 Water Crossing. [M. Gaboardi]

## 8. GENERAL BUSINESS

### 8.1 Water, Wastewater, and Storm Drain Master Plan.

**Recommended Action:** Receive a presentation on the Water, Wastewater, and Storm Drain Master Plan dated June 2024.

**Presented By:** Public Works Director Trisha Whitfield; Tim Loper of Carollo

**Public Comment:** There were no public comments.

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

### 8.2 Planning Commission and Library Board Appointment.

**Recommended Action:** Appoint a member to the Planning Commission vacancy to serve the remainder of the term ending December 31, 2025; and appoint a member to the Library Board vacancy to serve the remainder of the term ending June 30, 2026.

**Presented By:** Chief Deputy City Clerk Melissa Hermann

**Public Comment:** Shauna Guerrero addressed the Council regarding her interest in being a member of the Planning Commission.

**Council Action:** It was moved by Councilmember Sigala, seconded by Mayor Sayre, and unanimously carried to appoint Shauna Guerrero to the Planning Commission with a term ending December 31, 2025. Due to a family member being considered for the Library Board appointment, Mayor Sayre recused herself and left the dais. It was moved by Vice Mayor Isherwood, seconded by Councilmember Harrell, and carried 4 to 0 (Mayor Sayre recused) to appoint Bonnie Thiele to the Library Board with a term ending June 30, 2026.

### 8.3 Voting Delegate Selection for Annual League Conference.

**Recommended Action:** Select a voting delegate and alternate for the League of California Cities Annual Conference at the General Assembly on Friday, October 18; and authorize the city clerk to execute the voting delegate form.

**Presented By:** Chief Deputy City Clerk Melissa Hermann

**Public Comment:** There were no public comments.

**Council Action:** It was moved by Councilmember Mederos, seconded by Mayor Sayre, and unanimously carried to select Councilmember Sigala as the primary voting delegate and Mayor Sayre as the alternate at the General Assembly during the League of California Cities Annual Conference.

### 8.4 Parking in Single-Family Residential Zones.

**Recommended Action:** Provide direction to staff regarding the adequacy of the existing requirements in the City's Municipal Code and procedures for non-compliance regarding parking in single-family residential zones, and/or direction on any proposed revisions to various sections of the Code.

**Presented By:** Community Development Director Mario Anaya

**Public Comment:** Steve Celentano addressed the Council regarding lack of enforcement.

**Council Action:** Following discussion, it was the consensus of Council to direct staff to direct more resources to enforcement efforts for the issue of cars blocking sidewalks.

#### 8.5 Honorary Naming of an Intersection.

**Recommended Action:** Consider the request to name the intersection of Martin Luther King Jr. Avenue and Blackstone Street in memory of Navy Hospitalman Leonard Long; and, if determined to be a request that is in line with the Street Naming policy, adopt a resolution approving the naming of said intersection “U.S. Navy Hospitalman Leonard N. Long Memorial Intersection.”

**Presented By:** City Manager Marc Mondell

**Public Comment:** There were no public comments.

**Council Action:** It was moved by Councilmember Harrell, seconded by Councilmember Mederos, and unanimously carried to adopt a resolution approving the naming of the intersection of Martin Luther King Jr. Blvd. and Blackstone Street as “U.S. Navy Hospitalman Leonard N. Long Memorial Intersection.”

#### 8.6 Tulare Youth Commission.

**Recommended Action:** Receive a presentation on a Tulare Youth Commission and provide direction thereto.

**Presented By:** Vice Mayor Isherwood

**Public Comment:** There were no public comments.

**Council Action:** Councilmember Mederos inquired whether there can be something with the youth incorporated with the Civic Academy. Mayor Sayre would like to be involved in the discussions surrounding involving youth in local government. Following Vice Mayor Isherwood's presentation and discussion, it was the consensus of Council to continue conversations surrounding this effort.

#### 8.7 American Rescue Plan Act (ARPA) Fund Allocation.

**Recommended Action:** Receive a presentation on the status of American Rescue Plan Act fund expenditures and direct staff to re-allocate all funds available after the completion of projects toward the construction of the Emergency Shelter.

**Presented By:** Assistant City Manager Josh McDonnell

**Public Comment:** There were no public comments.

**Council Action:** Councilmember Sigala raised concerns over the cost of the homeless shelter. City Manager Marc Mondell advised that all the details regarding how the shelter will be funded will be provided at the September 17 meeting. Vice Mayor Isherwood also expressed reservations allocating more ARPA funds to the homeless shelter. It was the consensus of Council to set the first meeting of October as the deadline to approve use of remaining ARPA funds. Council agreed that any funds not approved by this date will automatically default to the homeless shelter.

#### 8.8 Economic Development Update.

**Recommended Action:** Receive an update on the City's economic development activity.

**Presented By:** Executive Director of Economic Development and Redevelopment Traci Myers

**Public Comment:** There were no public comments.

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

**9. FUTURE AGENDA ITEMS - NONE SUBMITTED**

**10. STAFF UPDATES**

Staff provided updates on department activities.

**11. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS**

**11.1 Conference with Labor Negotiators (Govt. Code § 54957.6)**

**Agency Designated Representatives:** Marc Mondell, Mario U. Zamora, Josh McDonnell, Shonna Oneal

**Employee Organization:** California League of City Employees Association (CLOCEA)

The Council recessed to closed session at 10:11 p.m.

**12. RECONVENE FROM CLOSED SESSION**

The Council reconvened from closed session at 11:50 p.m.

**13. CLOSED SESSION REPORT**

Mayor Sayre advised there was no reportable action.

**14. ADJOURNMENT**

Seeing no further business to discuss, Mayor Sayre adjourned the regular meeting at 11:50 p.m.

The Council approved these meeting minutes on September 3, 2024.

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Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.3**  
**Consent**

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**Department:** Finance  
**Submitted by:** Mark Roberts, Chief Financial Officer  
**Agenda Title:** July 2024 Investments Report

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## RECOMMENDED ACTION

Accept the monthly investments report for July 2024.

## SUMMARY

The investments report for July 2024 is submitted for Council review and acceptance.

## FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

## LEGAL REVIEW

This item does not require legal review.

## ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

## ATTACHMENTS

1. July 2024 Investments Report

**Reviewed/Approved:     JM**

CITY OF TULARE  
**ATTACHMENT 1**  
**SUMMARY TREASURER'S REPORT**  
**SUMMARY OF ALL INVESTMENTS**  
**July 31, 2024**

<u>TYPE OF INVESTMENT</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>CURRENT YIELD</u>	<u>BOOK VALUE % OF TOTAL</u>
UNRESTRICTED INVESTMENTS - SEE PAGE 2	227,728,722	218,661,023	1.357%	92.91%
RESTRICTED INVESTMENTS - SEE PAGE 3	<u>17,365,914</u>	<u>17,365,914</u>	N/A	<u>7.09%</u>
<b>TOTAL INVESTMENTS</b>	<u><u>245,094,637</u></u>	<u><u>236,026,937</u></u>	N/A	<u><u>100.00%</u></u>

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

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

Presented to the City Council on September 3, 2024.

Presented to the Board of Public Utility Commissioners on September 5, 2024.

Respectfully submitted, Mark Roberts, Chief Financial Officer

*Mark Roberts*  
 \_\_\_\_\_  
 8/26/24  
 Date

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF UNRESTRICTED INVESTMENTS**  
**July 31, 2024**

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		BOOK VALUE	UNREALIZED	ESTIMATED	BOOK
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		PAR VALUE	GAIN/(LOSS):	EARNINGS:
						MARKET VALUE	THIS MONTH	ANNUAL	% OF
							LAST MONTH	THIS MONTH	U/I-
Petty Cash	N/A	N/A	N/A	N/A		12,900	N/A	N/A	0.01%
		N/A	None			12,900	N/A	N/A	
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A		34,884,542	N/A	N/A	15.32%
		On Demand	None			34,884,542	N/A	N/A	
						Balance per bank is \$			
Local Agency Investment Fund (LAIF)	State of California	Various	N/A	N/A		36,963,225	(136,171)	1,669,259	16.23%
		On Demand	4.516%		*	36,827,054	(491,348)	139,105	
<b>Sub-Total</b>			N/A	N/A		71,860,667	(136,171)	1,669,259	31.56%
			2.327%			71,724,496	(491,348)	139,105	
Fixed Income Investments	Various (See page 4-7)		N/A	N/A		Per BNY WTC			
Investments in Safekeeping With BNY Western Trust Company			0.880%			155,868,056	(8,931,529)	1,297,160	68.44%
						146,936,527	(10,241,198)	108,097	
<b>TOTAL UNRESTRICTED INVESTMENTS</b>			N/A	N/A		227,728,722	(9,067,700)	2,966,419	100.00%
			1.357%			218,661,023	(10,732,546)	247,202	

\* LAIF market values are based on the most currently available amortized cost information - June 30, 2024:

0.996316042

~ U/I = Unrestricted Investments

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**SUMMARY OF RESTRICTED INVESTMENTS**  
**July 31, 2024**

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES AS-OF DATE
<b>Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):</b>								
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	3,488,376	3,488,376	7-31-24
				Reserve Fund		<u>3,488,376</u>	<u>3,488,376</u>	
2015 Sewer Revenue Refunding Bonds (Account No. 261594000)								
First American Govt Fd	U.S. Bank Trust	Various	On Demand	Various	N/A	265,618	265,618	7-31-24
First American Govt Fd	U.S. Bank Trust			Various	N/A	49,835	49,835	7-31-24
				Reserve Fund				
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960%	N/A	5,032,685	5,032,685	7-31-24
				Reserve Fund		<u>5,348,138</u>	<u>5,348,138</u>	
2016 Sewer Revenue Refunding Bonds (Account No. 231687000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	17	17	7-31-24
						<u>17</u>	<u>17</u>	
2020 Sewer Revenue Refunding Bonds (Account No. 230396000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	19,343	19,343	7-31-24
						<u>19,343</u>	<u>19,343</u>	
2017 Water Revenue Bonds (Account No. 219189000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	4	4	7-31-24
						<u>4</u>	<u>4</u>	
2020 Water Revenue Bonds (Account No. 250953000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	7,004,144	7,004,144	7-31-24
						<u>7,004,144</u>	<u>7,004,144</u>	
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 245346000)								
U S Bk Mmkt	U.S. Bank Trust	Various	On Demand	Various	N/A	1,505,892	1,505,892	7-31-24
						<u>1,505,892</u>	<u>1,505,892</u>	
<b>TOTAL RESTRICTED INVESTMENTS</b>				<i>Book Value % of Total Investments =</i>	<b>7.09%</b>	<u>17,365,914</u>	<u>17,365,914</u>	

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS**  
**July 31, 2024**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS</u></b>									
			**				Per BNY WTC		
Federal National Mortgage Assn		08-25-20		0.520%	2,000,000	2,000,000		(54,060)	10,400
	3136G4T52	02-25-25	C	0.530%		1,945,940		(62,860)	867
Federal National Mortgage Assn		08-27-20		0.600%	2,000,000	2,000,000		(75,100)	12,000
	3136G4U50	05-27-25	C	0.620%		1,924,900		(85,140)	1,000
Federal Home Loan Mtg Corp		06-03-20		0.750%	2,000,000	2,000,000		(72,960)	15,000
	3134GVVX3	05-28-25	C	0.780%		1,927,040		(82,760)	1,250
Federal Home Loan Mtg Corp		06-10-20		0.700%	2,000,000	2,000,000		(71,160)	14,000
	3134GVB56	06-10-25	C	0.730%		1,928,840		(84,080)	1,167
Federal Home Loan Banks		06-24-20		0.750%	868,056	868,056		(31,884)	6,510
	3130AJRE1	06-24-25	C	0.780%		836,172		(36,953)	543
Federal Home Loan Mtg Corp		06-30-20		0.800%	2,000,000	2,000,000		(79,780)	16,000
	3134GVT65	06-30-25	C	0.830%		1,920,220		(90,100)	1,333
Federal National Mortgage Assn		07-15-20		0.730%	2,000,000	2,000,000		(83,700)	14,600
	3136G4YU1	07-15-25	C	0.760%		1,916,300		(94,520)	1,217
Federal National Mortgage Assn		08-26-20		0.500%	2,000,000	2,000,000		(86,440)	10,000
	3136G42E2	08-26-25	C	0.520%		1,913,560		(101,760)	833
Federal Home Loan Mtg Corp		09-30-20		0.500%	2,500,000	2,500,000		(120,925)	12,500
	3134GWUE4	09-30-25	C	0.530%		2,379,075		(136,050)	1,042
Federal Home Loan Mtg Corp		09-30-20		0.520%	2,500,000	2,500,000		(120,350)	13,000
	3134GWUV6	09-30-25	C	0.550%		2,379,650		(135,450)	1,083
Federal Home Loan Mtg Corp		10-02-20		0.550%	3,000,000	3,000,000		(144,060)	16,500
	3134GWX43	10-02-25	C	0.580%		2,855,940		(162,180)	1,375
Federal Home Loan Mtg Corp		10-15-20		0.550%	3,000,000	3,000,000		(149,010)	16,500
	3134GWXX9	10-15-25	C	0.580%		2,850,990		(168,900)	1,375

- CONTINUED ON PAGE 5 -

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**July 31, 2024**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS): THIS MONTH	EARNINGS: ANNUAL THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>									
			**				Per BNY WTC		
Federal Home Loan Mtg Corp		10-15-20		0.530%	3,000,000	3,000,000	(148,650)	15,900	
	3134GWY34	10-15-25	C	0.560%		2,851,350	(167,010)	1,325	
Federal National Mortgage Assn		10-20-20		0.580%	3,000,000	3,000,000	(148,140)	17,400	
	3135G06A6	10-20-25	C	0.610%		2,851,860	(169,470)	1,450	
Federal Farm Credit Bks Funding Corp		10-21-20		0.520%	2,500,000	2,500,000	(125,300)	13,000	
	3133EMDZ2	10-21-25	C	0.550%		2,374,700	(141,250)	1,083	
Federal Farm Credit Bks Funding Corp		10-22-20		0.530%	2,500,000	2,500,000	(125,850)	13,250	
	3133EMEC2	10-22-25	C	0.560%		2,374,150	(141,200)	1,104	
Federal Home Loan Mtg Corp		10-27-20		0.625%	3,000,000	3,000,000	(148,920)	18,750	
	3134GW3X2	10-27-25	C	0.660%		2,851,080	(167,400)	1,563	
Federal Home Loan Mtg Corp		10-28-20		0.600%	2,000,000	2,000,000	(99,260)	12,000	
	3134GW3Z7	10-28-25	C	0.630%		1,900,740	(112,440)	1,000	
Federal Home Loan Mtg Corp		10-29-20		0.570%	3,000,000	3,000,000	(151,380)	17,100	
	3134GWZL3	10-29-25	C	0.600%		2,848,620	(170,130)	1,425	
Federal Home Loan Mtg Corp		11-10-20		0.610%	3,000,000	3,000,000	(161,100)	18,300	
	3134GW6S0	11-10-25	C	0.640%		2,838,900	(180,630)	1,525	
Federal Home Loan Mtg Corp		11-12-20		0.600%	2,000,000	2,000,000	(103,240)	12,000	
	3134GXAP9	11-12-25	C	0.630%		1,896,760	(115,940)	1,000	
Federal Home Loan Mtg Corp		11-25-20		0.625%	3,000,000	3,000,000	(157,740)	18,750	
	3134GXCS1	11-25-25	C	0.660%		2,842,260	(177,480)	1,563	
Federal Home Loan Mtg Corp		11-30-20		0.650%	2,000,000	2,000,000	(104,720)	13,000	
	3136GXFA7	11-26-25	C	0.690%		1,895,280	(117,860)	1,083	
Federal Home Loan Mtg Corp		12-01-20		0.620%	1,500,000	1,500,000	(80,025)	9,300	
	3134GXDM3	12-01-25	C	0.650%		1,419,975	(89,850)	775	
Federal Farm Credit Bks Funding Corp		12-17-20		0.540%	2,500,000	2,500,000	(139,950)	13,500	
	3133EMKT8	12-17-25	C	0.570%		2,360,050	(157,000)	1,125	

- CONTINUED ON PAGE 6 -

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**July 31, 2024**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS):	EARNINGS:
								THIS MONTH	ANNUAL
								LAST MONTH	THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>									
				**			Per BNY WTC		
Federal Home Loan Mtg Corp		12-17-20			0.625%	2,000,000	2,000,000	(109,860)	12,500
	3134GXFV1	12-17-25	C		0.660%		1,890,140	(123,220)	1,042
Federal Home Loan Mtg Corp		12-23-20			0.700%	3,000,000	3,000,000	(162,060)	21,000
	3134GXHD9	12-23-25	C		0.740%		2,837,940	(183,660)	1,750
Federal Home Loan Mtg Corp		01-05-21			0.550%	2,500,000	2,500,000	(140,875)	13,750
	3134GXJX3	01-05-26	C		0.580%		2,359,125	(158,350)	1,146
Federal Home Loan Mtg Corp		01-07-21			0.520%	2,000,000	2,000,000	(113,900)	10,400
	3134GXJZ8	01-07-26	C		0.550%		1,886,100	(128,000)	867
Federal Home Loan Banks		01-22-21			0.625%	2,500,000	2,500,000	(146,650)	15,625
	3130AKQ74	01-22-26	C		0.660%		2,353,350	(164,475)	1,302
Federal Home Loan Mtg Corp		01-22-21			0.550%	2,500,000	2,500,000	(145,300)	13,750
	3134GXKJ2	01-22-26	C		0.580%		2,354,700	(163,075)	1,146
Federal Home Loan Banks		01-28-21			0.600%	2,000,000	2,000,000	(119,160)	12,000
	3130AKPC4	01-28-26	C		0.640%		1,880,840	(133,540)	1,000
Federal National Mortgage Asso.		01-28-21			0.550%	2,000,000	2,000,000	(114,560)	11,000
	3135G06R9	01-28-26	C		0.580%		1,885,440	(128,720)	917
Federal Home Loan Banks		02-17-21			0.625%	3,000,000	3,000,000	(174,960)	18,750
	3130AL3S1	02-17-26	C		0.660%		2,825,040	(205,710)	1,563
Federal Home Loan Banks		02-24-21			0.600%	3,000,000	3,000,000	(178,200)	18,000
	3130AKYU4	02-24-26	C		0.640%		2,821,800	(209,220)	1,500
Federal Home Loan Banks		02-25-21			0.625%	3,000,000	3,000,000	(177,390)	18,750
	3130ALCW2	02-25-26	C		0.660%		2,822,610	(208,170)	1,563
Federal Home Loan Banks		02-26-21			0.650%	3,000,000	3,000,000	(176,370)	19,500
	3130AKZ25	02-26-26	C		0.690%		2,823,630	(204,420)	1,625
Federal Home Loan Banks		03-10-21			0.800%	3,000,000	3,000,000	(173,850)	24,000
	3130ALFS8	03-10-26	C		0.850%		2,826,150	(208,440)	2,000

- CONTINUED ON PAGE 7 -

**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**July 31, 2024**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD			GAIN/(LOSS): THIS MONTH LAST MONTH	EARNINGS: ANNUAL THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>									
			**				Per BNY WTC		
Federal Home Loan Banks		03-30-21		1.030%	2,500,000	2,500,000	(140,600)	25,750	
	3130ALKQ6	03-30-26	C	1.090%		2,359,400	(161,525)	2,146	
Federal Home Loan Banks		04-22-21		1.100%	2,500,000	2,500,000	(142,750)	27,500	
	3130ALXV1	04-22-26	C	1.170%		2,357,250	(164,025)	2,292	
Federal Home Loan Banks		06-30-21		1.000%	3,000,000	3,000,000	(191,730)	30,000	
	3130AMWU2	06-30-26	C	1.070%		2,808,270	(218,610)	2,500	
Federal Home Loan Banks		07-13-21		1.020%	3,000,000	3,000,000	(191,520)	30,600	
	3130AN2L3	07-13-26	C	1.090%		2,808,480	(221,970)	2,550	
Federal Home Loan Banks		07-29-21		1.125%	3,000,000	3,000,000	(189,600)	33,750	
	3130AN4R8	07-29-26	C	1.200%		2,810,400	(218,040)	2,813	
Federal Home Loan Banks		08-24-21		1.050%	3,000,000	3,000,000	(200,400)	31,500	
	3130ANFT2	08-24-26	C	1.130%		2,799,600	(229,650)	2,625	
Federal Home Loan Banks		08-26-21		0.900%	2,500,000	2,500,000	(172,225)	22,500	
	3130ANLZ1	08-26-26	C	0.970%		2,327,775	(199,500)	1,875	
Federal Home Loan Banks		08-27-21		1.050%	2,500,000	2,500,000	(165,125)	26,250	
	3130ANM56	08-27-26	C	1.120%		2,334,875	(192,125)	2,188	
Federal Home Loan Banks		09-28-21		1.100%	3,000,000	3,000,000	(206,670)	33,000	
	3130ANUX6	09-28-26	C	1.180%		2,793,330	(236,430)	2,750	
Federal Home Loan Banks		09-28-21		0.900%	3,000,000	3,000,000	(218,880)	27,000	
	3130ANXS4	09-28-26	C	0.970%		2,781,120	(249,090)	2,250	
Federal Home Loan Banks		09-30-21		1.000%	3,000,000	3,000,000	(213,420)	30,000	
	3130ANXU9	09-30-26	C	1.080%		2,786,580	(243,480)	2,500	
Federal Home Loan Banks		09-30-21		0.950%	2,500,000	2,500,000	(180,400)	23,750	
	3130ANYR5	09-30-26	C	1.020%		2,319,600	(205,550)	1,979	
Federal Home Loan Banks		10-21-21		1.000%	2,500,000	2,500,000	(176,375)	25,000	
	3130APCD5	10-21-26	C	1.080%		2,323,625	(206,425)	2,083	

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**CITY OF TULARE**  
**SUMMARY TREASURER'S REPORT, CONTINUED**  
**FIXED INCOME INVESTMENTS, CONTINUED**  
**July 31, 2024**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		BOOK VALUE MARKET VALUE	UNREALIZED	ESTIMATED
		ACQUISITION	MATURITY	STATED	CURRENT YIELD		GAIN/(LOSS): THIS MONTH	EARNINGS: ANNUAL THIS MONTH
<b><u>U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED</u></b>								
			**			Per BNY WTC		
Federal Home Loan Bks		10-26-21		1.250%	3,000,000	3,000,000	(203,430)	37,500
	3130API55	10-26-26	C	1.340%		2,796,570	(236,940)	3,125
Federal Home Loan Bks		10-26-21		1.125%	3,000,000	3,000,000	(211,290)	33,750
	3130APIB2	10-26-26	C	1.210%		2,788,710	(242,070)	2,813
Federal Home Loan Bks		10-28-21		1.250%	3,000,000	3,000,000	(203,910)	37,500
	3130APDQ5	10-28-26	C	1.340%		2,796,090	(234,300)	3,125
Federal Home Loan Bks		10-28-21		1.100%	2,000,000	2,000,000	(142,260)	22,000
	3130APFQ3	10-28-26	C	1.180%		1,857,740	(162,820)	1,833
Federal Home Loan Bks		10-28-21		1.120%	2,000,000	2,000,000	(140,040)	22,400
	3130APFR1	10-28-26	C	1.200%		1,859,960	(161,960)	1,867
Federal Home Loan Bks		10-28-21		1.050%	2,000,000	2,000,000	(144,360)	21,000
	3130APFU4	10-28-26	C	1.130%		1,855,640	(165,020)	1,750
Federal Home Loan Bks		11-16-21		1.375%	2,500,000	2,500,000	(164,275)	34,375
	3130APLP8	11-16-26	C	1.470%		2,335,725	(194,975)	2,865
Federal Home Loan Bks		11-18-21		1.375%	3,000,000	3,000,000	(197,580)	41,250
	3130APNK7	11-18-26	C	1.470%		2,802,420	(234,480)	3,438
Federal Home Loan Bks		11-23-21		1.450%	3,000,000	3,000,000	(193,950)	43,500
	3130APPL3	11-23-26	C	1.550%		2,806,050	(226,260)	3,625
Federal Home Loan Bks		12-17-21		1.600%	2,000,000	2,000,000	(122,500)	32,000
	3130APXT7	12-17-26	C	1.700%		1,877,500	(147,260)	2,667
Federal Home Loan Bks		03-29-22		2.350%	2,000,000	2,000,000	(101,400)	47,000
	3130ARA68	03-29-27	C	2.480%		1,898,600	(121,280)	3,917
<b>TOTAL FIXED INCOME INVESTMENTS</b>				N/A	N/A	155,868,056	(8,931,529)	1,297,160
**All are in safekeeping with BNY Western Trust Company				0.880%		146,936,527	(10,241,198)	108,097

~ U/I = Unrestricted Investments

**CITY OF TULARE**  
**TREASURER'S EXECUTIVE SUMMARY**  
**July 31, 2024**

CHANGES IN BALANCES AND YIELDS: CATEGORY	BOOK VALUE MARKET VALUE DIFFERENCE			AVERAGE STATED YIELD		
	JULY	JUNE	CHANGE	JULY	JUNE	CHANGE
Total Investments	245,094,637 <u>236,026,937</u> (9,067,700)	259,288,722 <u>248,911,353</u> (10,377,369)	(14,194,085) <u>(12,884,416)</u> 1,309,669	N/A	N/A	N/A
Unrestricted Investments	227,728,722 <u>218,661,023</u> (9,067,700)	243,462,265 <u>233,084,896</u> (10,377,369)	(15,733,543) <u>(14,423,874)</u> 1,309,669	1.357%	1.227%	0.129%
Restricted Investments	17,365,914 <u>17,365,914</u> 0	15,826,457 <u>15,826,457</u> 0	1,539,458 <u>1,539,458</u> 0	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	36,963,225 <u>36,827,054</u> (136,171)	36,963,225 <u>36,827,054</u> (136,171)	0 <u>0</u> 0	4.516%	4.332%	0.184%
Fixed Income Investments (Total)	155,868,056 <u>146,936,527</u> (8,931,529)	155,868,056 <u>145,626,857</u> (10,241,198)	0 <u>1,309,669</u> 1,309,669	0.880%	0.890%	-0.010%

**TRANSACTIONS (BOOK VALUE): \***

CATEGORY	PURCHASES	SALES / CALLS
<u>Fixed Income Investments</u>		<u>Fixed Income Investments</u> Federal Farm Credit Bks Funding Corp
	<u><u>0</u></u>	<u><u>0</u></u>



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.4  
Consent**

**Department:** Human Resources  
**Submitted by:** Shonna Oneal, Human Resources Director  
**Agenda Title:** Rejection of Claim - Danice Leanne Garrison

## RECOMMENDED ACTION

Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Danice Leanne Garrison, FR102310/23040-23043.

## SUMMARY

On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Danice Leanne Garrison. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,009,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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

Reviewed by the RMA Attorney and City Attorney.

## ALTERNATIVE ACTION

1. Approve
2. Deny
3. Table

## ATTACHMENTS

1. Claim for Damages – Danice Leanne Garrison, FR102310/23040-23043

**Reviewed/Approved:**     JM

JUL 22 2024

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



140550 2 of 4

(Please Type Or Print)

CLAIM AGAINST Tulare City School District (Name of Entity)

Claimant's name: Danice Leanne Garrison

SS#: [redacted] DOB: 11/21/1990 Gender: Male Female [checked]

Claimant's address: [redacted] Telephone: [redacted]

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA, 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident involving a school bus that collided with Claimant, violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Over \$9,000.00 in damages to Claimant's vehicle. Thoracic and lumbar injuries (currently treating)

(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)] \$1,009,000.00

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending) and property damage

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

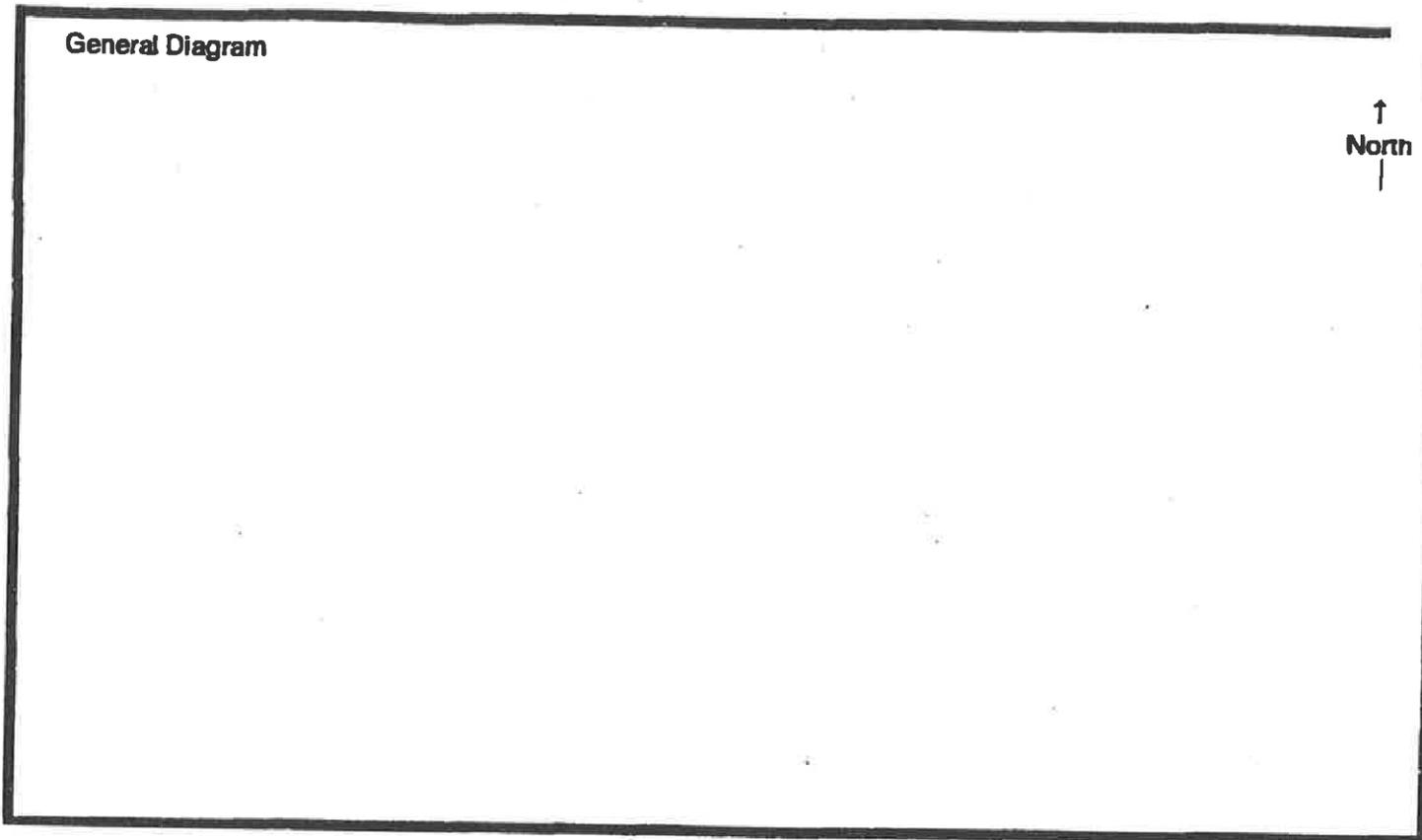
Date Signed: 07/09/2024 Signature: [Signature]

If signed by representative: Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071 Telephone # (213) 757-6087 Relationship to Claimant Attorney



DIAGRAMS

General Diagram



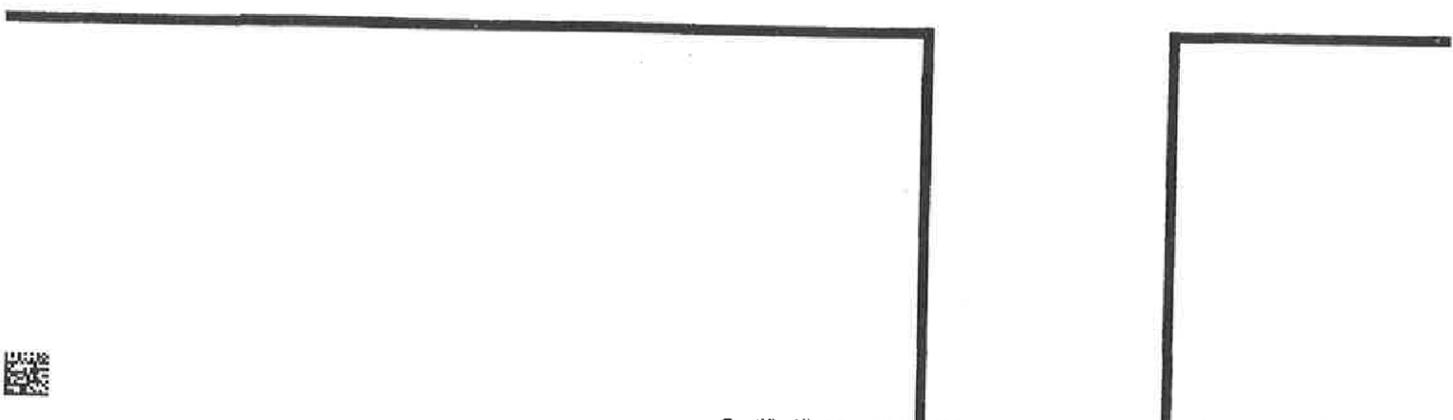
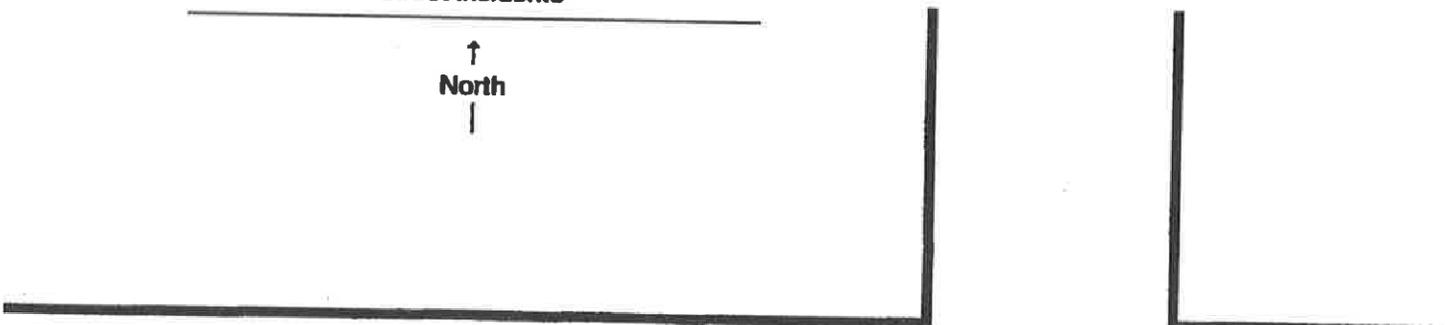
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40550  
of 4

Street Incidents

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# 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.

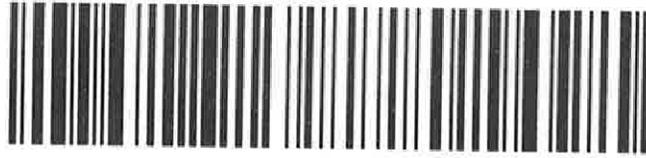
If your claim is denied, you will have six months from the date of denial to initiate an action against the City (Government Code 945.6).

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



USPS CERTIFIED MAIL

Morgan & Morgan P.A.  
P.O. Box: 530244  
Atlanta, GA30353-0244



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140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274



CITY OF TULARE CLAIM FORM

JUL 22 2024

RECEIVED Via Mail - M. Sanchez

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



140549 2 of 4

(Please Type Or Print)

CLAIM AGAINST Tulare City School District (Name of Entity)

Claimant's name: Darice Leanne Garrison

SS#: [redacted] DOB: 11/21/1990 Gender: Male Female [checked]

Claimant's address: [redacted] Telephone: [redacted]

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA, 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident involving a school bus that collided with Claimant, violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Over \$9,000.00 in damages to Claimant's vehicle. Thoracic and lumbar injuries (currently treating)

(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)] \$1,009,000.00

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending) and property damage

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

Date Signed: 07/09/2024 Signature: Shawna O'Donnell

If signed by representative: Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071 Telephone # (213) 757-6087 Relationship to Claimant Attorney







Morgan & Morgan P.A.  
P.O. Box: 530244  
Atlanta, GA30353-0244



140549  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274



CITY OF TULARE  
CLAIM FORM

JUL 22 2024

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



140550  
2 of 4

(Please Type Or Print)

CLAIM AGAINST Tulare City School District  
(Name of Entity)

Claimant's name: Danice Leanne Garrison

SSN: [REDACTED] DOB: 11/21/1990 Gender: Male  Female

Claimant's address: [REDACTED] Telephone: [REDACTED]

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA, 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident involving a school bus that collided with Claimant, violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Over \$9,000.00 in damages to Claimant's vehicle. Thoracic and lumbar injuries (currently treating)

(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)]  
\$1,009,000.00

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending) and property damage

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

Date Signed: 07/09/2024 Signature: Shawna O'Donnell

If signed by representative:  
Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071  
Telephone # (213) 757-6087  
Relationship to Claimant Attorney



DIAGRAMS

General Diagram

↑  
North  
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40550  
of 4

Street Incidents

↑  
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# 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.



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Atlanta, GA30353-0244



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140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274





# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.5  
Consent**

**Department:** Human Resources  
**Submitted by:** Shonna Oneal, Human Resources Director  
**Agenda Title:** Rejection of Claim - Erabella Castro Sanchez

## RECOMMENDED ACTION

Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Erabella Castro Sanchez, FR102310/23040-23043.

## SUMMARY

On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Erabella Castro Sanchez. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, inability to participate in sports, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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)

This is no fiscal impact associated with this action.

## LEGAL REVIEW

Reviewed by the RMA Attorney and City Attorney.

## ALTERNATIVE ACTION

1. Approve
2. Deny
3. Table

## ATTACHMENTS

1. Claim for Damages – Erabella Castro Sanchez, FR102310/23040-23043

**Reviewed/Approved:**     JM

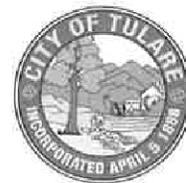
JUL 22 2024

CITY OF TULARE ATTACHMENT

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



140550 2 of 4

(Please Type Or Print)

CLAIM AGAINST Tulare City School District (Name of Entity)

Claimant's name: Erabella Castro Sanchez

SS#: DOB: 09/18/2009 Gender: Male Female [checked]

Claimant's address: 2312 Kirch Flat Ave Tulare, CA 93274 Telephone: (559) 563-9166

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident, school bus collided with my client violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Back pain and unable to participate in school sports this year.

(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

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending)

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

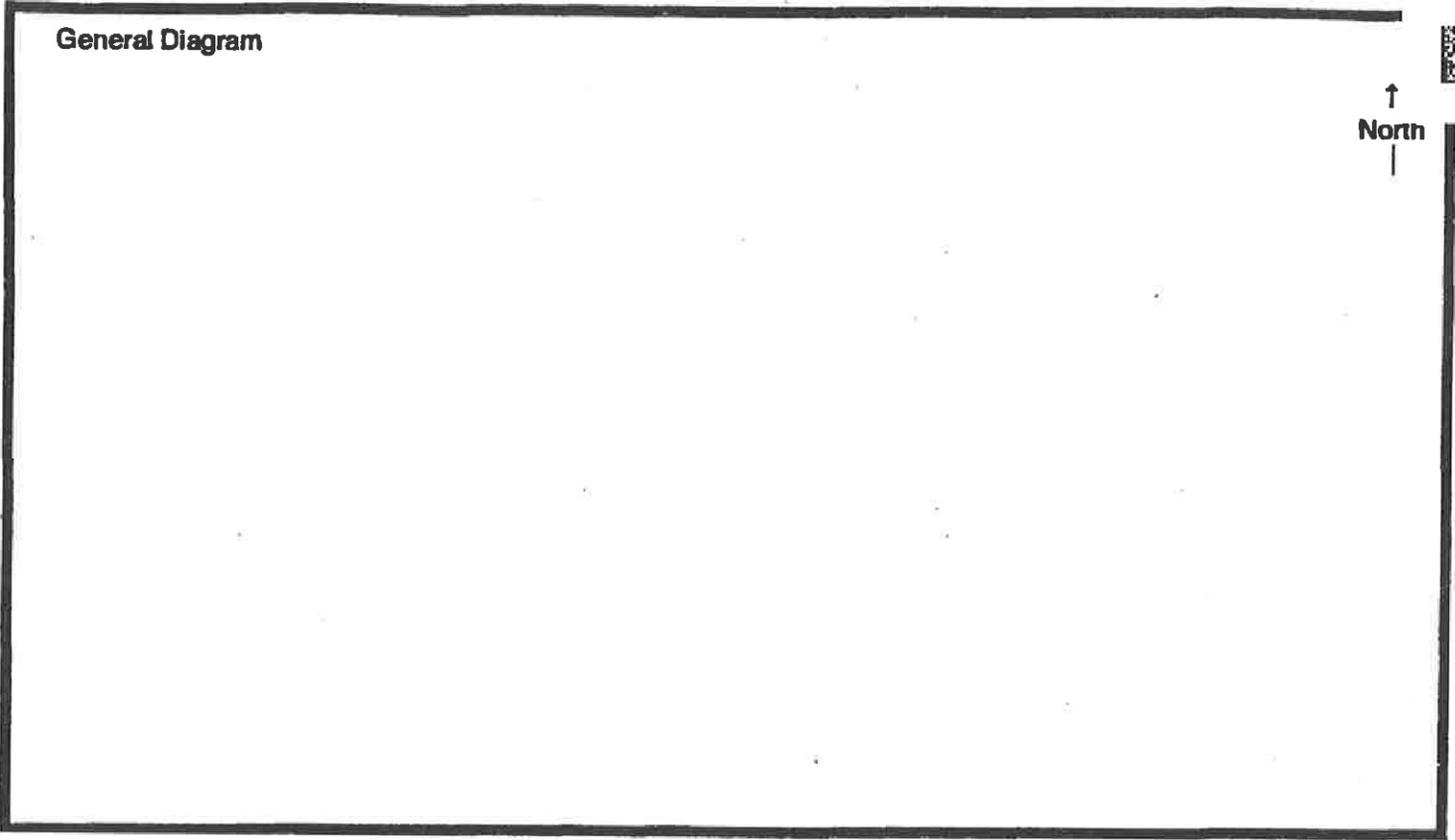
Date Signed: 07/09/2024 Signature: Shawna O'Donnell

If signed by representative: Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071 Telephone # (213) 757-6087 Relationship to Claimant Attorney



# DIAGRAMS

General Diagram



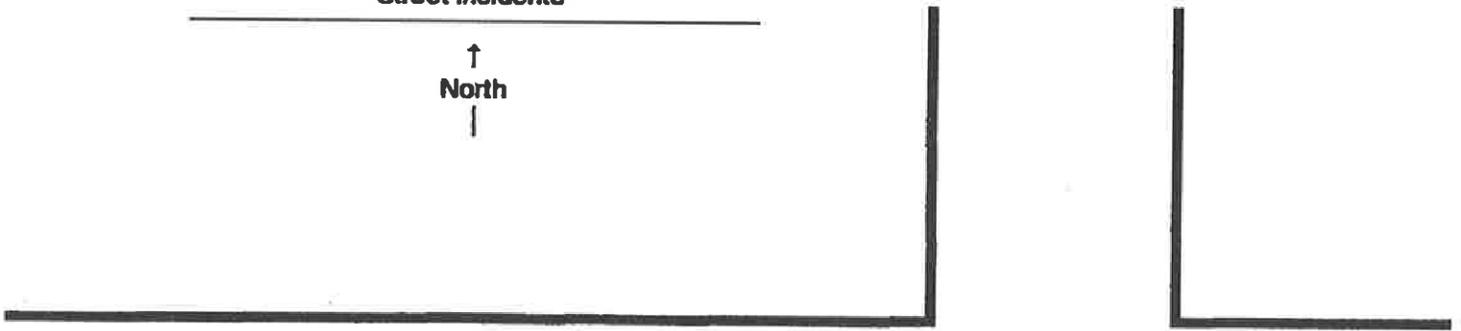
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40550  
of 4

Street Incidents



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# 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.

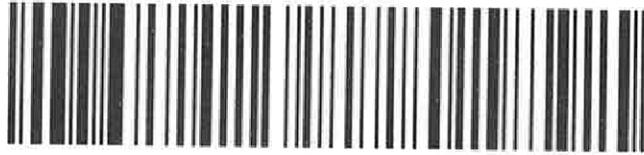
Your claim will be forwarded to the Claims Administrator for review and it will either be settled or denied. You will be notified by mail of the decision.

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.



USPS CERTIFIED MAIL



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P.O. Box: 530244  
Atlanta, GA30353-0244



140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274



JUL 22 2024

RECEIVED

CITY OF TULARE CLAIM FORM

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



140550 2 of 4

Via certified mail M Sanchez

(Please Type Or Print)

CLAIM AGAINST Tulare City School District (Name of Entity)

Claimant's name: Erabella Castro Sanchez

SS#: DOB: 09/18/2009 Gender: Male Female [checked]

Claimant's address: 2312 Kirch Flat Ave Tulare, CA 93274 Telephone: (559) 563-9166

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident, school bus collided with my client violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Back pain and unable to participate in school sports this year.

(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

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending)

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

Date Signed: 07/09/2024 Signature: [Signature]

If signed by representative:

Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071

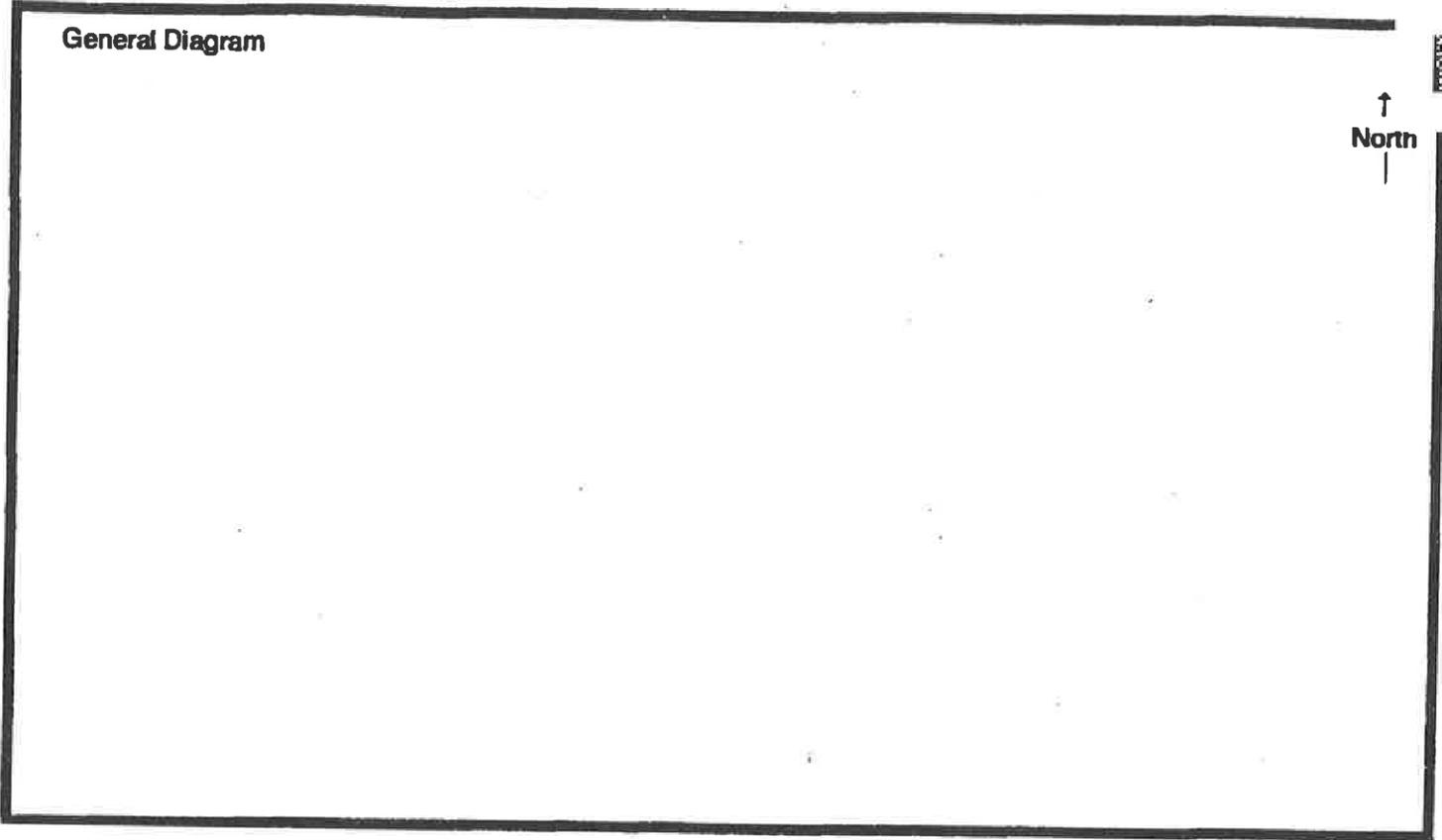
Telephone # (213) 757-6087

Relationship to Claimant Attorney



DIAGRAMS

General Diagram



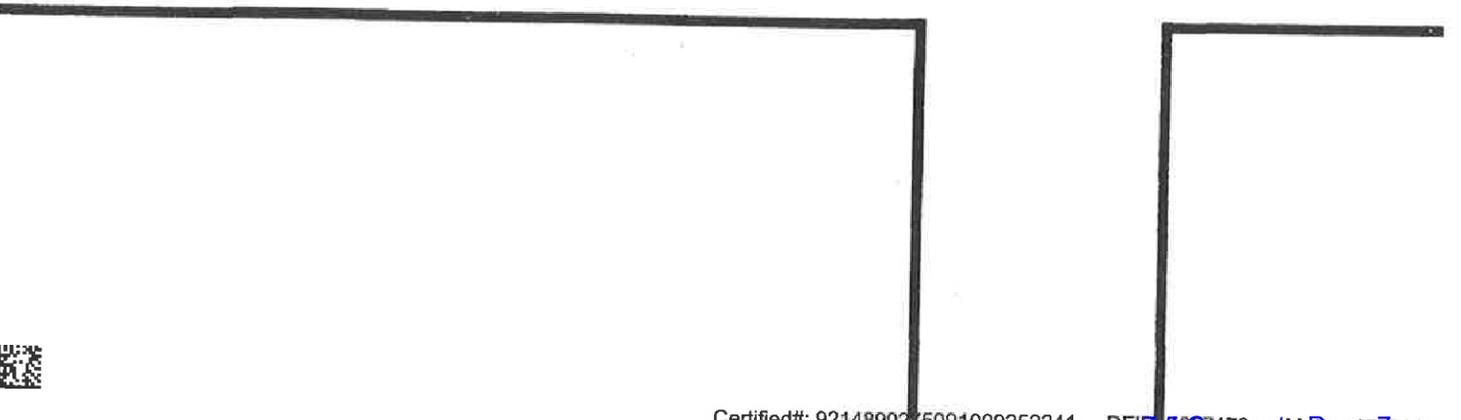
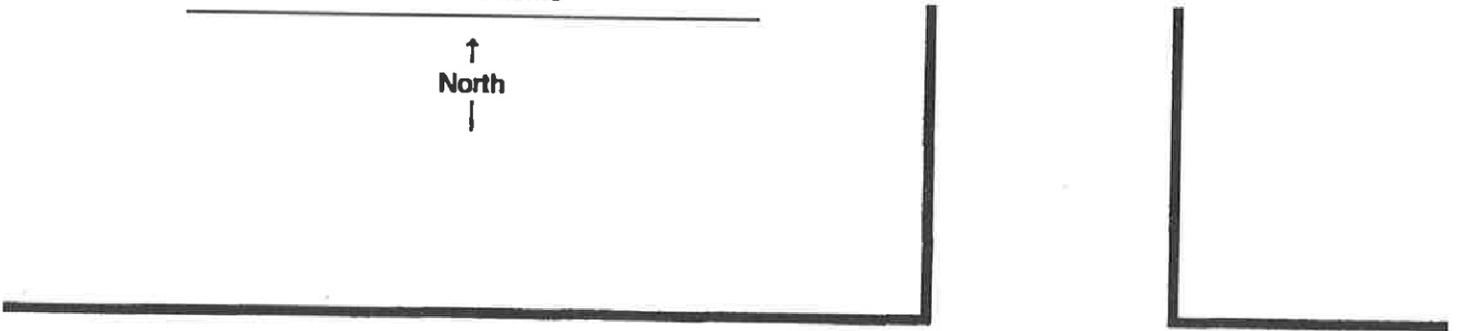
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40550  
of 4

Street Incidents

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# 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.

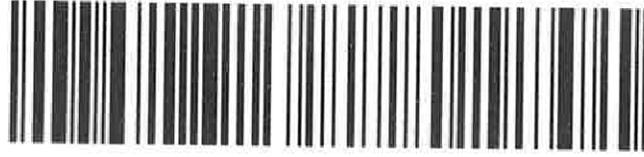
If your claim is denied, you will have six months from the date of denial to initiate an action against the City (Government Code 945.6).

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



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P.O. Box: 530244  
Atlanta, GA30353-0244



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140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274





# Staff Report

Meeting: City Council  
Date: September 3, 2024

Item #: 7.6  
Consent

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**Department:** Human Resources  
**Submitted by:** Shonna Oneal, Human Resources Director  
**Agenda Title:** Rejection of Claim - Eeve Castro

---

## RECOMMENDED ACTION

Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Eeve Castro, FR102310/23040-23043.

## SUMMARY

On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Eeve Castro. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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

Reviewed by the RMA Attorney and City Attorney.

## ALTERNATIVE ACTION

1. Approve
2. Deny
3. Table

## ATTACHMENTS

1. Claim for Damages – Eeve Castro, FR102310/23040-23043

Reviewed/Approved:     JM

JUL 22 2024

CITY OF TULARE CLAIM FORM ATTACHMENT 1

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



140550 2 of 4

RECEIVED - Via certified mail M Sanchez

(Please Type Or Print)

CLAIM AGAINST Tulare City School District (Name of Entity)

Claimant's name: Eeve Castro

SS#: DOB: 10/04/2014 Gender: Male Female [checked]

Claimant's address: 2312 Kirch flat ave Tulare, CA 93274 Telephone: (559) 563-9166

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident, school bus collided with my client violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Headaches and back pain.

(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

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending)

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

Date Signed: 07/09/2024 Signature: [Signature]

If signed by representative: Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071 Telephone # (213) 757-6087 Relationship to Claimant Attorney

DIAGRAMS

General Diagram

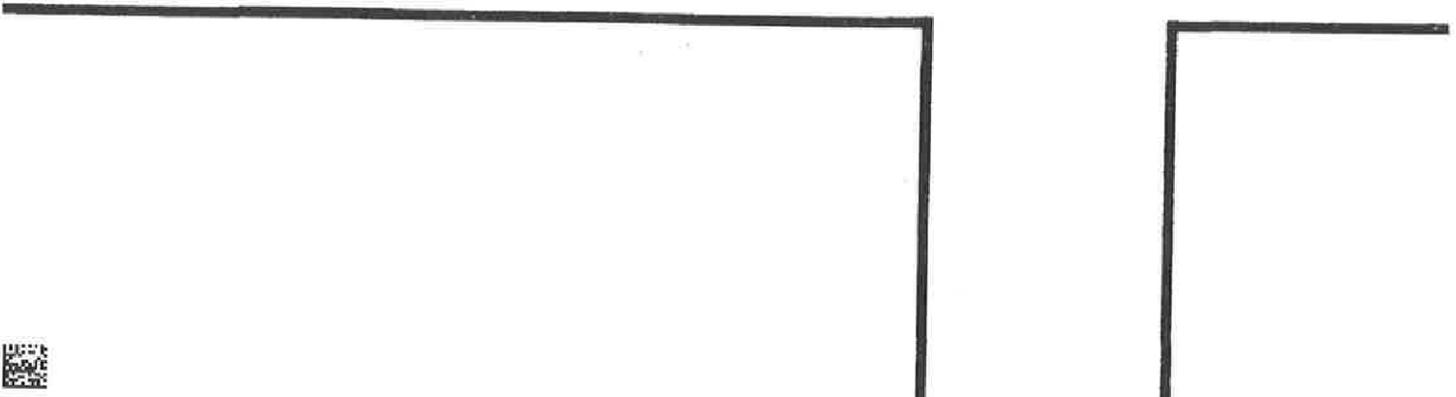
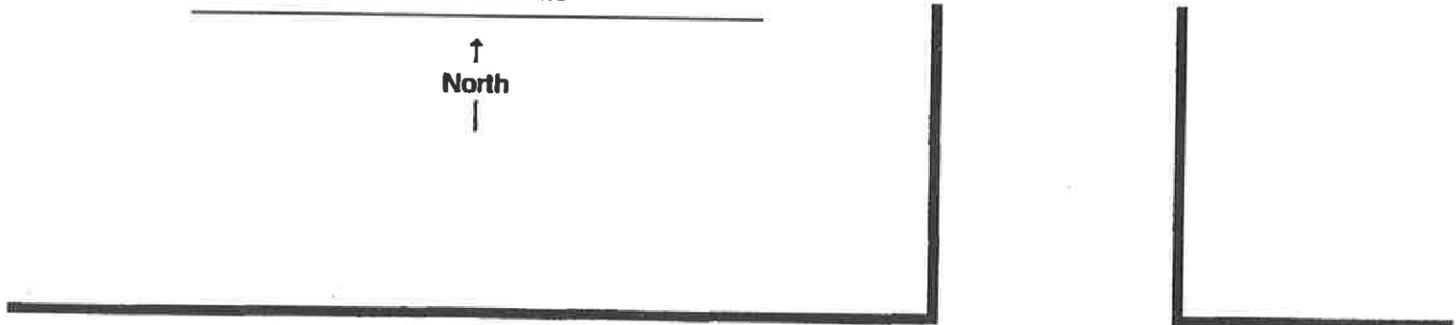
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of 4

Street Incidents

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# PLEASE READ – IMPORTANT!



140550  
4 of 4

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.



USPS CERTIFIED MAIL



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P.O. Box: 530244  
Atlanta, GA30353-0244



140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274





# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.7**  
**Consent**

**Department:** Human Resources  
**Submitted by:** Shonna Oneal, Human Resources Director  
**Agenda Title:** Rejection of Claim - Ivan Castro Sanchez

## RECOMMENDED ACTION

Reject the liability claim for damages filed on July 22, 2024, by Attorney Shawna O'Donnell on behalf of claimant Ivan Castro Sanchez, FR102310/23040-23043.

## SUMMARY

On July 22, 2024, Attorney Shawna O'Donnell filed a claim for damages on behalf of the claimant Ivan Castro Sanchez. A Notice of Insufficiency was issued by the City on July 26, 2024. No amended claim was received. The claim is relating to a vehicle versus Tulare City School District school bus accident on January 31, 2024, at or near the intersection of Nelder Grove Street and Alpine Avenue. The claim asserts bodily injuries, pain, and suffering. The amount of the claim is an unlimited civil case for \$1,000,000.

Tulare City School District is listed as the "Claim Against" on the claim form and the employee listed is not employed by the City of Tulare. Claimant's attorney was provided a declaration signed by the Human Resources Director advising them the City of Tulare was not involved in the vehicle accident, does not own, or operate the school buses for the school district, and the City of Tulare is a separate entity from Tulare City School District.

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

Reviewed by the RMA Attorney and City Attorney.

## ALTERNATIVE ACTION

1. Approve
2. Deny
3. Table

## ATTACHMENTS

1. Claim for Damages – Ivan Castro Sanchez, FR102310/23040-23043

**Reviewed/Approved:**     JM

JUL 22 2024

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



140550  
2 of 4

(Please Type Or Print)

CLAIM AGAINST Tulare City School District  
(Name of Entity)

Claimant's name: Ivan Castro Sanchez

SS#: \_\_\_\_\_ DOB: 11/21/2010 Gender: Male  Female \_\_\_\_\_

Claimant's address: 2312 Kirch flat ave Tulare, CA 93274 Telephone: (559) 563-9166

Address where notices about claim are to be sent, if different from above: 633 W 5th St #2200 Los Angeles CA 90071

Date of incident/accident: 01/31/2024

Date injuries, damages, or losses were discovered: 01/31/2024

Location of incident/accident: Nelder Grove Street & Alpine Avenue

What did entity or employee do to cause this loss, damage, or injury? Automobile accident, school bus collided with my client violating CVC code 22107

(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)? Joe Christopher Soria

What specific injuries, damages, or losses did claimant receive? Experiencing back pain after the accident.

(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

How was this amount calculated (please itemize)? Pain and suffering (medical bills and records still pending)

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

Date Signed: 07/09/2024 Signature: Shawna O'Donnell

If signed by representative:  
Representative's Name Shawna O'Donnell Address 633 W 5th St #2200 Los Angeles CA 90071  
Telephone # (213) 757-6087  
Relationship to Claimant Attorney



DIAGRAMS

General Diagram

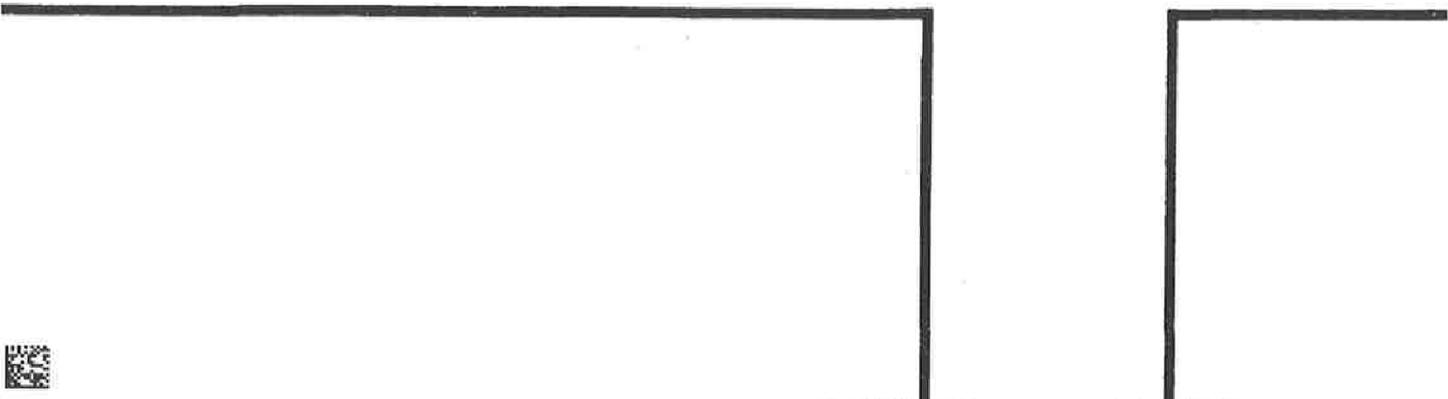


↑  
North  
|

40550  
of 4

Street Incidents

↑  
North  
|





# 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.



USPS CERTIFIED MAIL



9207 1902 7509 1009 2523 41

Morgan & Morgan P.A.  
P.O. Box: 530244  
Atlanta, GA30353-0244



140550  
1 of 4



Risk Management City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274





# Staff Report

Meeting: City Council  
Date: September 3, 2024

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**Department:** Engineering Services - Engineering  
**Submitted by:** Michael Miller, City Engineer  
**Agenda Title:** Final Map Acceptance - Villas at Sierra Ranch

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## RECOMMENDED ACTION

Conditionally approve the final map and subdivision improvement agreement for the Villas at Sierra Ranch subdivision for recordation, and accept all easements and dedications offered to the City.

## SUMMARY

Planning Commission Resolution No. 5421 adopted on May 23, 2022, approved the tentative map for the Villas at Sierra Ranch subdivision, which is located at the southeast corner of Retherford Street and the alignment of Corvina Avenue. The overall subdivision comprises approximately 12 acres and consists of 91 single-family lots that are served by a network of interior private streets to be accessed off of Corvina Avenue. The Subdivider is actively working to complete the final map. To expedite the final map approval process, the Subdivider is requesting Council's conditional approval and acceptance subject to receipt of the signed map, all fees, and other required items within 60-days. Such requests have routinely been accommodated.

## FISCAL IMPACT & FUNDING SOURCE(S)

There is no fiscal impact associated with this action.

## LEGAL REVIEW

The final map will be reviewed for compliance with applicable legal requirements prior to recordation.

## ALTERNATIVE ACTION

1. Approve with changes – Changes could result in delay to the project schedule due to the additional review time that would be needed by various City divisions and could adversely impact the Developer's project financing.
2. Deny – Construction of the proposed single-family residential construction project would not be allowed, and the tentative subdivision map would expire pending any additional available extensions.
3. Table – The delay resulting from tabling this item could adversely impact the Developer's project.

## ATTACHMENTS

1. Planning Commission Resolution No. 5421
2. Draft Final map of Villas at Sierra Ranch
3. Draft Subdivision Agreement for Villas at Sierra Ranch

Reviewed/Approved:     JM

RESOLUTION NO. 5421

**A RESOLUTION OF THE CITY OF TULARE PLANNING COMMISSION APPROVING TENTATIVE SUBDIVISION MAP 2021-20- VILLAS AT SIERRA RANCH AND CONDITIONAL USE PERMIT 2021-21 AND ADOPTING THE MITIGATED NEGATIVE DECLARATION PREPARED FOR THE VILLAS AT SIERRA RANCH TSM AND CONDITIONAL USE PERMIT NO. 2021-21**

**WHEREAS**, the City of Tulare Planning Commission held a regular meeting on May 23, 2022 to consider a request by Quest Equity to establish a residential use within a commercial zone and to subdivide approximately 12 acres into a 91-lot single-family residential subdivision. on property located at the southeast corner of Retherford Street and the Corvina Avenue alignment (APN 166-020-006 portion); and,

**WHEREAS**, the City of Tulare Planning Commission determined that the proposed subdivision map is consistent with applicable Tulare General Plan; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the design or improvements of the proposed subdivision are consistent with the Tulare General Plan; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the site is physically suitable for the type of development proposed; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the site is physically suitable for the proposed density of the development; and

**WHEREAS**, the City of Tulare Planning Commission determined that the design of the subdivision or the type of improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the design of the proposed subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision; and,

**WHEREAS**, an Initial Study was prepared and found that although the proposed project could have a significant effect on the environment, there will not be a significant environmental impact with the incorporation of mitigation measures; and,

**WHEREAS**, the City of Tulare Planning Commission determined that a Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act; and,

**WHEREAS**, the City of Tulare Planning Commission considered the proposed Mitigated Negative Declaration and finds that there is no substantial evidence that the project will have a significant effect on the environment with mitigation measures incorporated; and,

**WHEREAS**, the City of Tulare Planning Commission determined that the proposed Mitigated Negative Declaration reflects the independent judgment of the lead agency, and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mitigated Negative Declaration prepared for Tentative Subdivision Map Villas at Sierra Ranch and Conditional Use Permit No. 2021-21 is hereby adopted by the City of Tulare Planning Commission.

**The IS/Mitigation Negative Declaration is attached hereto as Exhibit “A” and incorporated as fully set forth.**

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Planning Commission of the City of Tulare makes the following specific findings based on the evidence presented:

1. That the proposed location of the Tentative Subdivision Map is consistent with the policies and intent of the General Plan, Zoning Ordinance, and Subdivision Ordinance.
2. That the proposed location of the Tentative Subdivision Map and the conditions under which it would be built or maintained will not be detrimental to the public health, or welfare
3. e, or materially injurious to properties or improvements in the vicinity.
4. That the proposed Tentative Subdivision Map will be in keeping with existing and future land uses on the site.

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of Tulare makes the additional following specific findings based on the evidence presented:

- 1) That the proposed location of the project is in accordance with the objectives of the Zoning Title and the purposes of the District in which the site is located.
- 2) That the proposed location of the use and the conditions under which it would operate or be maintained will not be detrimental to the public health, safety, welfare or be materially injurious to properties or improvements in the vicinity.

- 3) That the proposed conditional use will comply with each of the provisions of the Zoning Title;
- 4) That the proposed use is consistent with the Tulare General Plan;
- 5) That the site for the proposed use is adequate in size, shape and location to accommodate the use the district for which it is proposed;

**BE IT FURTHER RESOLVED**, that the Planning Commission hereby approves Tentative Subdivision Map Villas at Sierra Ranch and Conditional Use Permit No. 2021-21, subject to the following:

- 1) Final subdivision map proposed to be recorded shall be in substantial conformance with the approved tentative map.
- 2) Applicant shall comply with Engineering, Fire Department, Solid Waste Division and, Building Division comments/conditions (Attachments III, IV, V and VI).
- 3) Adequate permanent or temporary fire protection facilities as approved by the Fire Chief, shall be installed prior to the issuance of any building permits and prior to the storage of combustible materials on site.
- 4) Final acceptance of the tract shall be contingent upon the subdivider providing within and/or outside the tract, drainage disposal facilities, as required to receive drainage and dispose for drainage and storm waters from this tract. Said facilities shall be subject to the approval of the Public Works/Engineering Department.
- 5) Final subdivision map shall depict all easements.
- 6) Prior to recording of a final map, the applicant shall establish a Homeowners Association (HOA) for the maintenance of interior private drives, utilities, common landscape areas, landscaping in the right of way, block walls and landscaping outlots for the proposed subdivision.
- 7) Applicant shall record a notice that each lot is subject to a homeowner's association.
- 8) Conditional Permit 2021-21 extends only to the residential component of SP 21-114 and does not grant any entitlement approval for the commercial component of the project.
- 9) The applicant shall comply with the requirements of the Public Works Director and City Engineer regarding sewage disposal and water supply facilities.

- 10) Street names shall be consistent with street naming policy of the City of Tulare and approved by the Street Naming Committee, and subject to approval by the Community & Economic Development Director.
- 11) Applicant to record a “Right to Farm” notice on final map.
- 12) Applicant shall submit four copies of a landscape and irrigation plan consistent with the City’s landscape ordinance.
- 13) A 7-foot tall block wall with backing lot treatment (Landscaping outlot) is required along the property’s Retherford Street and Corvina Avenue frontages. A 7 ft. tall block wall is required along the property’s eastern and southern property lines. Final block wall design is subject to the Community& Economic Development Director approval.
- 14) The final map shall waive access rights for any property backing onto Retherford Street and Corvina Avenue.
- 15) Applicant to comply with San Joaquin Valley Air Pollution Control District regulations regarding dust control during construction.
- 16) Applicant to comply with all pertinent San Joaquin Valley Air Pollution Control District Rules.
- 17) Applicant to comply with all mitigation measures and mitigation monitoring and reporting program within the Initial Study/Mitigated Negative Declaration prepared for the Villas at Sierra Ranch Tentative Subdivision Map.
- 18) Applicant to provide and locate mailbox clusters as approved by the U.S. Postmaster, Tulare.
- 19) The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, beings as of the date of Planning Commission’s conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later changing such exactions.

- 20) Applicant to provide a retaining wall wherever adjacent lot grades exceed six inches.

**Engineering:**

**CONDITIONS OF APPROVAL:**

The Engineering Division recommends the following Site Plan Review Status for the subject project:

Resubmit with the following required revisions to the site plan:

1. Please provide cross sections of \_\_\_\_\_ on the Site Plan. Cross sections shall include (at a minimum) dimensions from right-of-way (ROW) to ROW (existing and proposed), dimensions from ROW to landscape lot (if applicable), dimensions from ROW to sections line, dimensions from sections line to curb face, dimensions from curb face to sidewalk, sidewalk width, and median width and location with respect to section line (if applicable).

Proceed and comply with Engineering Conditions of Approval below.

1. If not used, remove Private Street "B" cross section from the site plan.
2. Show a ten (10) foot landscaping lot on the Corvina Avenue and Retherford Street cross sections. The landscaping lot shall be part of an HOA or Landscape and Lighting Maintenance District.
3. Show an addition two (2) feet of right-of-way (ROW) dedication on Corvina Avenue and Retherford Street to provide for twelve (12) feet from curb face to ROW.
4. Retherford Street cross section "D" shows the sidewalk in a parkway configuration, but has a callout pointing to the sidewalk as "6' adjacent sidewalk. The site plan also shows the sidewalk as adjacent. It should be parkway configuration for a residential setting. Please correct.
5. On Corvina Avenue cross section "C", show that the distance from curb face to curb face varies from 64 to 72 feet.
6. Provide a street cross section for Hillman Street.
7. Sidewalks within the subdivision shall be located within a common easement. Show a five (5) foot sidewalk in the Private Streets "A" cross section.
8. Fencing at street intersection corners shall comply with City Std. No. 7230 – site Triangle Clearance.

9. 12" master plan water mains are required along the frontages of Retherford Street and Corvina Avenue.

10. A 10" Master Plan sewer line will be required along Retherford Street with development of fronting parcels. At the time when the Retherford Street sewer main is installed, the developer will be required to abandon the existing sewer lift station located in Leland Avenue west of Hillman Street and install a 12" sewer line that connects to the sewer line Hillman Street per the City Engineer's requirements.

Proceed. No applicable Engineering Conditions of Approval.

**General Engineering Conditions:**

All public improvements conditionally required for project approval shall comply with the provisions of Chapter 8.24 "Subdivision Regulations" of the Tulare Municipal Code, the "City of Tulare Design Guidelines and Public Improvement Standards", and all other applicable City policies, specifications, ordinances and standard operating procedures in effect at the time of their construction, unless specifically modified elsewhere in these conditions. These engineering conditions are intended to deal with major issues apparent to the Engineering Division while reviewing this development proposal. Nothing in these conditions precludes the City Engineer from applying other conditions/modifications necessary for good design, operation, and maintenance of existing and future City facilities, as might become apparent during design review and/or construction.

All required engineering plans and calculations shall be prepared by a registered civil engineer. Any elevations shown on plans required for the subject development shall be based on the official City of Tulare datum. The Engineer shall provide three (3) copies of each improvement plan set submitted to the City of Tulare for checking. All public improvements shall be on 24" x 36" sheets, in a plan/profile format at a scale of 1"=50' or larger. Private on-site improvements may be plan-view only format, and may be on sheet sizes consistent with the rest of the on-site construction plans.

Following approval of the improvement plans, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved plans. This shall be done prior to scheduling any pre-construction conferences or commencing construction of any improvements. Following the recordation of a Notice of Completion for the project, the Developer's Engineer shall provide the City of Tulare with an AutoCAD drawing file showing all As-Built revisions approved by the City and incorporated into the construction of the project improvements.

Prior to the start of construction, a meeting will be called by the City Engineer with the Owner/Developer, Contractor and all concerned including utility companies to coordinate and schedule work in order to avoid all possible delays due to conflicts of

operation and to guarantee that all City requirements are met. The Contractor shall perform no construction in the field until after this meeting.

- Applicant shall obtain a Street Closure Permit from the City. A traffic control plan prepared by a registered civil engineer, traffic engineer or traffic control specialist shall be submitted with the Street Closure Permit application, and will be subject to the approval of the City Engineer prior to application approval.

**Required Data, Studies and Master Plan Documents:**

- The Owner/Developer shall submit a preliminary soils report for structural foundation, which shall be prepared by a Registered Civil Engineer based upon adequate soil test borings. Said report shall be submitted to the City Engineer or Chief Building Official.
- The Owner/Developer shall have the soils investigated and make recommendations as to the correct method of trench backfill for the soils encountered in the subdivision so as to assure 90% relative compaction between the select bedding around the pipe to within 2 feet of the subbase. The top 2 feet shall be compacted to 95% relative compaction. Compaction tests are required on all trenches and street subgrades. All soils testing shall be performed at the sole cost of the Owner/Developer. The Owner/Developer shall establish an account with a licensed and certified soil-testing firm acceptable to the City Engineer prior to the start of construction for compaction testing of trench backfill and fills. The City shall order and direct all compaction tests.
- R-Value tests shall be taken for the design of all pavement areas to be constructed by this project. The spacing of said R-Value tests shall not be more than 400 feet apart, per linear foot of paving.
- Percolation tests are required for the design of new drainage basin facilities, or the expansion of existing drainage basin facilities.
- Project trip generation data based upon the ITE Trip Generation Manual is required. A Transportation Impact Study identifying the project impacts and proposed mitigation measures may be required as a condition of project approval, and shall be subject to the approval of the City Engineer. Traffic impact studies shall conform to current CEQA "state of the practice" standards, the Caltrans "Guide For The Preparation of Traffic Impact Studies", and City of Tulare General Plan requirements. Traffic impact studies shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating project impacts to existing roadway facilities, traffic impact studies shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments (TCAG), and shall specifically address the project impacts and any appropriate mitigations to facilities identified by the City Engineer.

- A Transportation Impact Study (TIS) identifying the project impacts and proposed mitigation measures shall be submitted to the City for review, and shall be subject to the approval of the City Engineer. The TIS shall conform to current CEQA “state of the practice” standards, the Caltrans “Guide For The Preparation of Traffic Impact Studies”, and City of Tulare General Plan requirements. The TIS shall address provisions for pedestrian, bicycle and transit access to the project. In evaluating the project’s impact to existing roadway facilities, the TIS shall utilize the current transportation modeling forecasts provided by the Tulare County Association of Governments, and shall specifically address the project impacts and any appropriate mitigations to the following facilities:

1. Intersections, (including lane geometry and turn pocket lengths):

- o Intersection of Corvina Avenue/Retherford Street;
- o Northbound left-turn pocket at intersection of Corvina Avenue/Hillman Street.

2. Roadway Segments:

- o Roadway segments of Retherford Street from Leland Avenue to Cartmill Avenue, and Leland Avenue from Hillman Street to Retherford Street.

3. Other: \_\_\_\_\_

- Compaction tests are required on all street subgrades, and at utility trench crossings of curb, gutter and sidewalk. All soil testing shall be performed at the sole cost of the Owner/Developer.
- Master Plan drawings are needed for:  Water,  Sewer,  Storm Drain,  Streets

**Right of Way Requirements**

- Any work to be done within the City street rights-of-way requires an encroachment permit issued by the Engineering Division, and shall be done under the inspection of the City Public Works Inspector. All contractors working within City street rights-of-way shall possess a valid City of Tulare business license. Separate encroachment permits are also required from the following agencies for work within their rights-of-way or on their facilities:  County of Tulare: \_\_\_\_\_,  State: \_\_\_\_\_,  Tulare Irrigation District.

- The following right-of-way dedications are required for street/alley purposes:

- a. 20' property corner radius:
- b. Chamfer property corner: Southeast corner of Retherford Street and Corvina Avenue.
- c. Alley:
- d. Street:

- a. As required on Corvina Avenue to allow for the intersection of Corvina Avenue and Retherford Street to comply with City Standard Drawing No. 7246. An additional 2 feet of dedication is required to allow for 12 feet behind face of curb to ROW
- b. Retherford Street – An additional 2 feet of dedication is required to allow for 12 feet behind face of curb to ROW.

- Waiver of direct access rights is required at the following locations: On Retherford Street, Corvina Avenue, and Hillman Street frontages excepting for drive approach locations shown on the approved site plan.
- Easements will be required for all public utilities to be located outside of dedicated rights-of-way. Six-foot public utility easements are required along all street frontages, unless otherwise waived by the City Engineer. Additional easements may be required for ingress/egress, drainage, or shared trash enclosures.

### **Final Map Requirements**

- Submit to the City of Tulare a title report for the parcel(s) to be developed.
- Submit closures and tabulation of areas (square feet) of all lots to be created within the development. A blue line area shall also be submitted.
- Provide the City of Tulare with three (3) prints of the final map of the development, and three (3) prints of the improvement drawings for final checking.
- Following the approval of final subdivision or parcel maps, the Developer's Licensed Surveyor or Engineer shall provide the City of Tulare with an AutoCAD drawing file of the approved final map, or GIS shapefile for the related parcels included on said final map.
- A City Clerk's Certificate is required on the Final Map for required dedications.
- A Public Works Certificate required on the Final Map if improvements are not constructed prior to recordation. This provision would require an engineer's estimate and an improvement security.

### **Roadway Improvements**

- Street design shall conform to City of Tulare Design Guidelines and Public Improvement Standards The structural section design for new roadways and pave-out areas shall be based upon the results of R-Value tests at locations approved by the City Engineer, and the design criteria provided below. Minimum structural sections allowed shall be per the City of Tulare Design Guidelines and Public Improvement Standards:

	Roadway	Classification	Traffic Index	Paved Width (Curb face to curb face)
a)	Retherford Street	Minor Arterial	8.5	64 ft
b)	Corvina Avenue	Minor Arterial	6.5	64 ft to 72 ft

- Construct full pave-out width from lip of gutter to the existing edge of pavement on the following existing roadways impacted by the development is required: Retherford Street.
- Full width pavement construction (60 foot paved width minimum) for Corvina Avenue across the project frontage.
- Reconstruct/rehabilitate the following existing roadway segments impacted by the development in accordance with methods to be approved by the City Engineer: \_\_\_\_\_.
- Provide stabilized shoulders along the following existing roadway segments in accordance with the City of Tulare’s adopted PM-10 control guidelines: \_\_\_\_\_.
- Backing lot treatment with common area landscaping, irrigation and block wall improvements shall apply to the following frontages: Retherford Street and Corvina Avenue for residential development.
- Install median improvements per the requirements of the City Engineer and Parks Director within the following existing roadway segments impacted by the development: Hillman Street median modifications subject to City Engineer approval of a northbound left-turn pocket at southern edge of the proposed commercial development.
- Provide pavement transitions from existing roadway cross-sections to new roadway cross-sections per the requirements of the City Engineer at the following locations: Retherford Street and Corvina Avenue.
- Curb and Gutter – Existing curb and gutter to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard curb and gutter shall be constructed as indicated below.

Street Frontage(s)

Retherford Street  
Corvina Avenue  
Private Street\*

Configuration

Barrier Curb and Gutter  
Barrier Curb and Gutter

\*Applicant has requested an alternative standard which will be allowed if approved by Planning Commission.

Construct City standard cross gutter at the following locations: \_\_\_\_\_.

Driveway Approaches – Existing driveway approaches to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City Standard curb and gutter shall be constructed as indicated below.

Street Frontage(s)

Hillman Street, Retherford Street, and Corvina Avenue per City standards at locations shown on approved site plan.

Private Street\* per city standards at locations shown on approved site plan.

\*Applicant has requested an alternative standard which will be allowed if approved by Planning Commission.

Sidewalks – Existing sidewalk to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, and cracked or raised concrete. New City Standard curb and gutter shall be constructed as indicated below. For adjacent sidewalk pattern, sidewalk shall transition behind driveway approaches and maintain a minimum width of 4 feet while doing so.

Street Frontage

Configuration

Sidewalk Width (ft)

Hillman Street

in a parkway pattern

6-ft

Retherford Street

in a parkway pattern

6-ft

Corvina Avenue

In a parkway pattern

6-ft

Private Streets\*

Adjacent to Curb

5-ft

\*Applicant has requested an alternative standard which will be allowed if approved by Planning Commission.

Ramped Curb Returns – Existing ramped curb returns to remain shall be subject to inspection by the City Public Works Inspector. As a condition of project approval, Owner/Developer shall be required to replace any existing improvements that are determined to be non-compliant with regard to current City standards, or to be otherwise defective. Examples of deficiencies include, but are not limited to, slopes that exceed accessibility standards, cracked or raised concrete, and lack of truncated dome panels. New City standard ramped curb returns and/or pedestrian ramps shall be installed at the following locations: SE corner of Corvina Avenue and Retherford Street, SW and SE corners of Corvina Avenue and Private Street.

Alley Improvements – The following alley improvements are required:

1. Construct vee gutter at the following locations: \_\_\_\_\_.
2. Construct ADA compliant alley approach at the following locations: \_\_\_\_\_.
3. Other: \_\_\_\_\_.

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

Temporary Turnarounds – Turnarounds are required at all dead end or stubbed streets, except where refuse pickup on lot frontages does not require the refuse collection vehicle to back up. Grants of easement shall be provided to the City of Tulare for all temporary turnaround locations.

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

Street Lights – Street lights shall be owned and maintained by Southern California Edison, and shall be installed at locations designated by the City Engineer per the City of Tulare Design Guidelines and Public Improvement Standards. Luminaires shall be LED fixtures mounted on standard concrete marbelite poles, and shall comply with the following general requirements:

Roadway Classification	Wattage	Color Rating (kelvin)	Minimum Lumens	Mounting Height	Mast Arm Length
Local Streets	31 Watt	4,000	4,000	26 feet	6 foot
Collector Streets	39 Watt	4,000	5,000	26 feet	8 foot
Minor Arterial Streets	39 Watt	4,000	5,000	32 feet	8 foot
Arterial Streets	71 Watt	4,000	8,500	32 feet	8 foot
Traffic Signal / Roundabout		4,000	15,000	Varies	Varies

- Traffic Control Devices – Street name signs, traffic control signs, pavement delineation and/or pavement markings shall be installed as required by the City Engineer.
- Traffic Calming Measures – The proposed development shall incorporate the following traffic calming measures: \_\_\_\_\_.
- Bicycle and Pedestrian Facilities – The proposed development shall incorporate the following bicycle/pedestrian facilities: Bicycle racks at commercial properties.
- Transit Facilities – The proposed development shall incorporate City standard bus turnout(s) at the following location(s): \_\_\_\_\_.

**Grading Requirements**

- A grading/drainage plan prepared by a Registered Civil Engineer or Licensed Architect and subject to approval by the City Engineer shall be submitted. The plan shall include existing and proposed contours, and detail the means of collection and disposal of storm water runoff from the site and adjacent road frontages in such a manner that runoff is not diverted to adjacent property. On-site retention of storm water runoff is  required  not required.

A letter verifying that lot grading was completed according to the approved grading / drainage plan shall be prepared by a Registered Civil Engineer or Licensed Architect and submitted to the City Engineer prior to the issuance of any final occupancy permits or notice of completion for public improvements. The Engineer or Architect shall affix their stamp and seal to the letter.

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

**Utility Improvements**

- All utility services to be located within paved areas shall be placed prior to paving.
- The Owner/Developer must make provisions for the installation of a gas distribution system in all streets and at the sizes determined by the Southern California Gas Company.
- All costs associated with the removal, relocation and undergrounding of utilities as necessary to accommodate installation of the required public improvements shall be the responsibility of the project. All utility lines, including but not limited to electric, communications, street lighting and cable television, shall be required to be placed underground in accordance with Section 8.24.500 (M) of the City of Tulare Municipal Code. The cost of such relocations and undergrounding shall be included in the bonding provided for the project. The following streets have above ground utilities that will need to be undergrounded:

Street

Location

**Water System Requirements**

- Water main alignments shall be 6 feet south and/or west of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following water main extensions and connections: \_\_\_\_\_
- Pressure, leakage, and purity tests are required on all City water system installations at the sole cost of the Owner/Developer.
- Fire hydrants and fire suppression systems shall be provided as required by the City of Tulare Fire Marshall. The proposed development shall demonstrate that sufficient flows are available to support the required improvements. All points of connection to the City water system are subject to the approval of the City Engineer.
- The proposed development shall install water services with back flow devices, as approved by Planning and Building. Water sizing calculations shall be provided at time of building permit application. Domestic and landscaping services shall be separate metered services using the make and model of meter specified by the City of Tulare Public Works Department. No substitutions are allowed. All R-M-2 lots shall require individual water services (1 ½“ minimum) with meter boxes.

- Water sampling stations shall be installed as follows: Per requirements of City Water Manager.
- Existing water wells shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.

**Sewer System Requirements**

- Sewer main alignments shall be 11 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following sanitary sewer main extensions and connections: \_\_\_\_\_
- The proposed development shall connect to City sewer. If service from an existing lateral is proposed, said lateral shall be exposed for inspection by the Public Works Inspector and upgraded to current City standards if found to be broken or substandard.
- All sewer lines shall pass both mandrel and air pressure tests, and shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire sewer line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.
- Sewer monitoring stations, oil/sand/water separators and/or grease interceptors shall be installed as required by the wastewater manager.
- Existing septic tanks shall be abandoned, filled and sealed in accordance with applicable City, County of Tulare, and State of California standards.

**Storm Drainage System Requirements**

- Storm drain alignments shall be 6 feet north and/or east of street centerline unless otherwise approved by the City Engineer. The proposed development shall be responsible for the following storm drain line extensions and connections: \_\_\_\_\_.
- All storm drain lines shall be subject to video inspection by the City. The cost of one video inspection of the Development's entire storm drain line improvements shall be paid prior to recordation of the final map at the rate established at the time of recordation of the final map. The cost of any additional video inspections required shall be paid at the rate established at the time of inspection.

**Landscaping and Parks Requirements**

- A landscape & irrigation master plan for all phases of the subdivision shall be submitted with the initial phase. The landscape & irrigation master plan shall be

approved by the Director of Parks and Community Services a minimum 75 days before approval of the final map or approval of the improvement plans (whichever comes first).

- If a Landscape & Lighting District will maintain common area landscaping, common area irrigation systems, common area block walls, street trees, street lights and local street maintenance, the Owner/Developer shall submit a completed Landscape & Lighting District application and all necessary calculations and supporting documentation for the formation of a the district a minimum of 75 days before approval of the final map or approval of the improvement plans (whichever comes first). Dedication to the City is required for all landscape and common area lots to be maintained by a Landscape & Lighting District.

### **On-site Improvements**

- On-site A.C. pavement design shall be based upon the results of “R” Value tests at locations approved by the City Engineer, and the following minimum traffic index requirements: 4.5 for parking areas/travel lanes and 5.0 for truck routes (including path of travel of solid waste collection vehicles).
- All on-site water, sewer, and storm drain shall be privately owned. All City owned water meters shall be located within the City’s ROW.
- All unused culverts and irrigation lines shall be abandoned and plugged in a manner acceptable to the City Engineer.
- A trash enclosure is required and shall be shown on the improvement drawings. The type, location and orientation of the enclosure shall be subject to the approval of the Solid Waste Division Manager. For doublewide enclosures, separate bins are required for solid and recyclable waste, and identification signing shall be posted adjacent to all points of direct access. The wording of the signing shall be clear and concise, and shall identify all materials accepted in the recycling bin.
- A landscaping plan subject to the review and approval of the Planning and Building Divisions shall be provided in conjunction with building permits for subsequent commercial developments. Approval of the landscaping plan is required prior to approval of engineering improvement plans by the City Engineer. All existing trees that conflict with proposed improvements shall be removed to a depth of two (2) feet below proposed finish grade.
- If applicable, existing irrigation ditches and/or canals shall be piped, developed into a trail, or relocated outside the project boundaries per the direction of the City Engineer and affected irrigation district. Related irrigation facilities shall be subject to the same requirements for piping or relocation.

- In conformance with the City of Tulare's adopted air pollution control measures, a sign instructing delivery vehicle drivers to turn off their vehicle's engine while making deliveries shall be prominently posted at commercial locations where deliveries are received.
- Fugitive dust shall be controlled in accordance with the applicable rules of the San Joaquin Valley Air Pollution Control District's Regulation VIII. Copies of any required permits will be provided to the City.
- If the project requires discretionary approval from the City, it may be subject to the San Joaquin Valley Air Pollution Control District's Rule 9510 Indirect Source Review per the rule's applicability criteria. A copy of the approved AIA application shall be provided to the City.
- If the project meets the one acre of disturbance criteria of the States Storm Water Program, then coverage under General Permit Order 2009-0009-DWQ is required and a Storm Water Pollution Prevention Plan (SWPPP) is required. A copy of the approved permit and the SWPPP shall be provided to the City. When construction activities are not covered under the General Permit, storm water pollution control shall be implemented per the requirements of the City's Municipal Separate Storm Sewer System (MS4) permit.
- The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(a), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The Owner/Developer is hereby notified that the 90-day protest period, commencing from the date of approval of the project, begins as of the date of Planning Commission's conditional approval of the project. If the Owner/Developer fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the Owner/Developer will be legally barred from later challenging such exactions.

**Oversize Construction**

- The conditions of project approval require the construction of facilities which have been designated as "masterplan facilities" by the City Engineer, and as such the Owner/Developer may be eligible to receive reimbursement for oversized construction costs in accordance with Chapter 8.64 "Oversized Construction Reimbursement" of the Tulare Municipal Code, and the oversized construction reimbursement policies of the Engineering Services Department. Eligibility for any reimbursement of oversized construction costs is subject to the City Engineer's review and approval of costs prior to installation. Within 90 days following the notice of completion of the project, the Owner/Developer shall file with the City Engineer a financial statement, in the form specified by the City Engineer, stating and

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

### Fees

All applicable City fees shall apply unless specifically waived or modified elsewhere in these conditions. All fees shall be based on the current fee schedule in effect at the time of final map recordation or upon the date of issuance of other discretionary permit, whichever is applicable. These fees include, but are not limited to:

- Sewer front foot charges of \$ 26.00 per front foot for frontages on Hillman Street.
- Sewer lift station fee of \$ \_\_\_\_\_ per acre.
- Water front foot charges of \$ 17.50 per front foot for frontages on Hillman Street.
- Storm Drain front foot charges of \$ \_\_\_\_\_ per front foot for frontages on \_\_\_\_\_.
- Street front foot charges of \$ 29.02 per front foot for frontages on \_\_\_\_\_.
- Benefit district creation fee (if applicable): \$ 1,008.19 per district.
- Traffic signal in-lieu fee of \$ \_\_\_\_\_.
- TID ditch piping in-lieu fee of \$ \_\_\_\_\_.
- Sewer main construction in-lieu fee of \$ \_\_\_\_\_.
- Water main construction in-lieu fee of \$ \_\_\_\_\_.
- Street construction in-lieu fee of \$ \_\_\_\_\_.
- Blackstone Ranch Benefit District fee of \$ 13,775.14 for Corvina Avenue sewer improvements.
- Blackstone Ranch Benefit District fee of \$ 9,859.02 for Corvina Avenue water improvements.
- Blackstone Ranch Benefit District fee of \$ 171,117.01 for Corvina Avenue street and traffic signal improvements.
- Blackstone Ranch Benefit District fee of \$ 12,751.95 for Corvina Avenue storm drain improvements.

- Engineering inspection fee based on a percentage of the estimated cost of construction is required prior to the construction of the improvements.
- Development impact fees to be paid with building permit at rates in effect at time of permit issuance.
- Engineering plan check fee to be paid at time of plan submittal.
- Final map plan check fee to be paid at time of map submittal.
- Other:

**Fire:**

1. The project must comply with all of the latest applicable codes and standards.
2. Based on the occupancy classification and/or square footage of this building, an automatic fire sprinkler system *shall* be required in the following building:
  - a. **MedicaUSurgery Center**
3. When a fire sprinkler system is required, all valves and switches controlling the water supply, and water flow shall be electronically monitored where the number of sprinkler heads exceeds 20.
4. For automatic fire sprinklers systems, underground plans must be submitted along with the above ground plans. *A fire hydrant shall be required within 50 feet of the fire department connection.*
5. An automatic hood suppression system shall be installed to protect all of the grease laden cooking appliances. A minimum of one audio/visual signaling device shall be installed and interconnected with the suppression system. This shall apply to all commercial kitchen operations.
6. When any portion of the facility or building to be protected is more than 400 feet from an existing fire hydrant on a fire apparatus access road as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
7. Additional fire hydrants shall be required. Fire hydrant spacing shall be as follows:
  - a. **Residential development**, fire hydrants shall be installed at 500-foot intervals.
  - b. **Commercial development**, fire hydrants shall be installed at 300-foot intervals.
  - c. **Divided Highway**, fire hydrants shall be installed at **500-foot** alternating intervals.
8. An approved water supply for fire protection *shall* be made available prior to combustible materials arriving on the site.
9. An approved fire apparatus access roads shall be provided for every facility, building or portion of a building constructed or moved into or within the City of Tulare. It shall extend to

within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility. The road shall be a minimum of 20' wide and have a minimum height clearance of 13'6"

10. All roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

11. A Knox box shall be required for the following buildings. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the Fire Marshal. Online ordering is available at [www.knoxbox.com](http://www.knoxbox.com) using the department search, *Tulare City/2785*.

- a. Medical
- b. Food
- c. Convenience

**Solid Waste:**

1. Customer responsible for setting cans out for service by 6:00 am and removing cans from curb, gutter, or alley on the same day after serviced. Customer is responsible for any violations.
2. Mandatory Commercial Recycling AB 341. All Commercial Businesses and Multi Family customers must have a blue recycle Bin, Roll Off, or Can for clean paper, cardboard, cans, bottles etc.
3. Customer is required to flatten, breakdown all cardboard and other bulky recyclables in blue containers Customer is responsible for any contamination in containers and all fines and charges resulting from contaminated recyclables.
4. Mandatory Food Waste and Compost Recycling AB 1826. Green 96-gallon containers for green waste I food waste required. Additional storage area attached to enclosure to store up to 3-96-gallon cans as option shown on enclosure specs is required.
5. Paved areas should be engineered to withstand a 60,000 lb. refuse truck.
6. Customer will be required to roll container out to curb or Alley for service.
7. Section 7.16.040 of the Tulare Municipal Code prohibits private companies/haulers from providing refuse services without authorization. Roll Off services for construction and demolition, recycling, compost or green waste and metal are to be provided by the City of Tulare Solid Waste Division. Any Private Roll Off companies/haulers used must be listed on the Board of Public Utilities City Resolution Approved Authorized Haulers List, Resolution No. 07-04. Commercial Front Load Bin service in the City of Tulare is provided exclusively

by the City of Tulare Solid Waste Division only as per Municipal Code (No Exceptions).

Comments: On the residential side of project, customers will be required to roll cans out for service at the dead-end streets as discussed at the site plan meeting.

**Building**

The owner or the owner's authorized agent shall engage and designate on the building permit application a single Architect or Engineer who shall act as the Registered Design Professional in responsible charge (CBC 107.3.4 Design professional in responsible charge] for plans for the non-residential portion of the project.

Documentation of accessibility for the physically disabled per CBC Chapter 11B. Provide an Accessible path of travel for all exits terminating at the Public way.

Lot Drainage shall comply with CBC 1804.4 and finish floor elevation shall comply with CBC 1808.7.4 for nonresidential buildings.

**PASSED, APPROVED AND ADOPTED** this **twenty-third** day of **May**, **2022** by the following recorded vote:

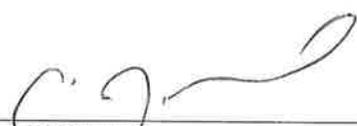
AYES: Miguel, Miller, Diaz, Petersen, Comca

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

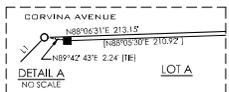
  
\_\_\_\_\_  
TRACI MYERS, SECRETARY  
City of Tulare Planning Commission

  
\_\_\_\_\_  
CHUCK MIGUEL, CHAIRMAN  
City of Tulare Planning Commission

# ATTACHMENT 2

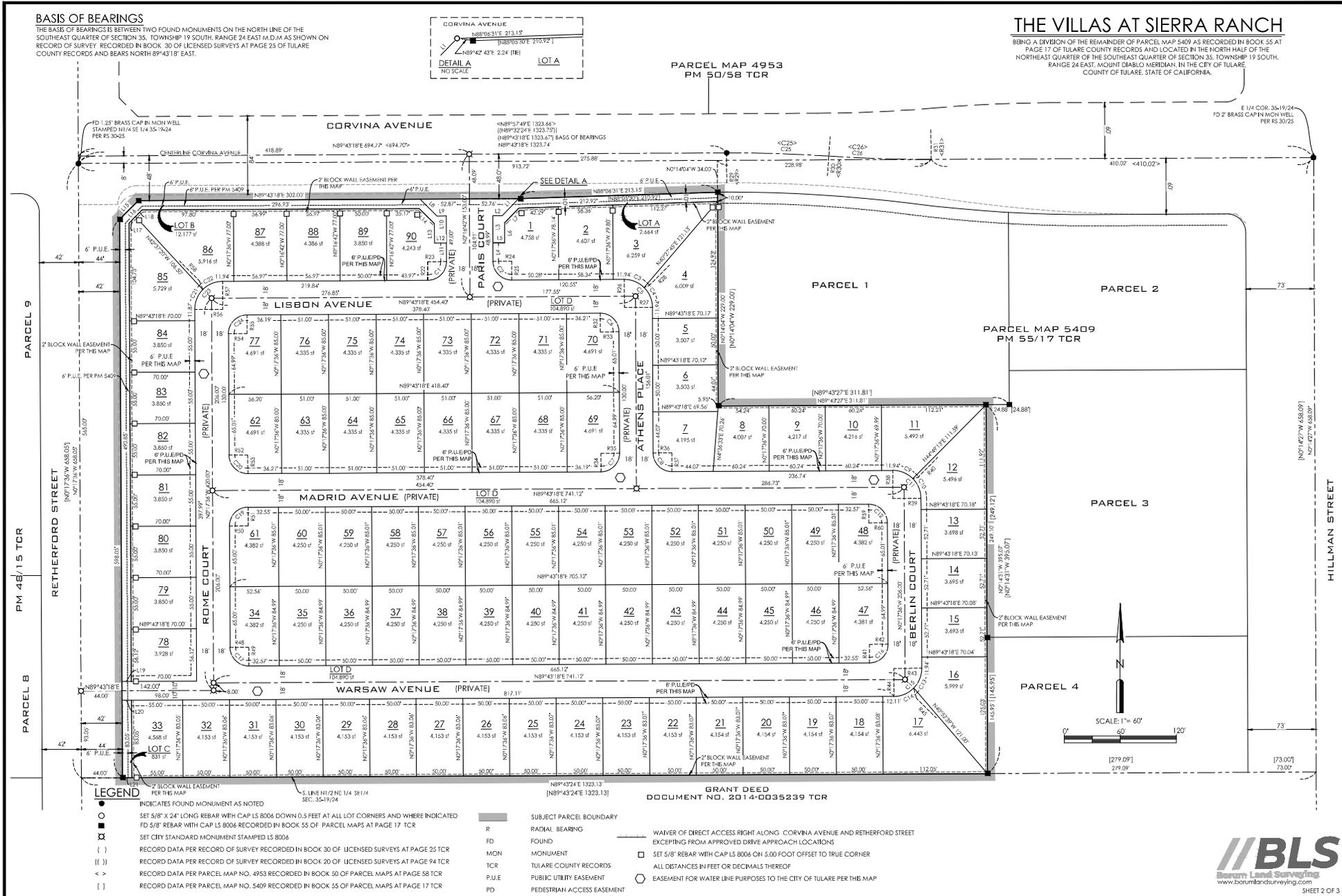
## BASIS OF BEARINGS

THE BASIS OF BEARINGS IS BETWEEN TWO FOUND MONUMENTS ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 24 EAST M.D.M AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 30 OF LICENSED SURVEYS AT PAGE 25 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°43'18" EAST.



## THE VILLAS AT SIERRA RANCH

BEING A DIVISION OF THE REMAINDER OF PARCEL MAP 5409 AS RECORDED IN BOOK 55 AT PAGE 17 OF TULARE COUNTY RECORDS AND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT Diablo MERIDIAN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA.



**RECORDING REQUESTED BY:**

City of Tulare

**WHEN RECORDED MAIL TO:**

City Clerk  
City of Tulare  
411 E. Kern Avenue  
Tulare, CA 93274-4257

PURSUANT TO GOVERNMENT CODE SECTION 6103,  
NO RECORDING FEE REQUIRED

In the matter of the Approval of )  
The Subdivision Map of )  
The Villas at Sierra Ranch, in the )  
City of Tulare, County of Tulare, )  
State of California )

AGREEMENT AND UNDERTAKING FOR  
INSTALLATION AND CONSTRUCTION  
OF SUBDIVISION IMPROVEMENTS

**SUBDIVISION AGREEMENT  
FINAL MAP OF THE VILLAS AT SIERRA RANCH**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Tulare**, a Municipal Corporation and Charter City, hereinafter referred to as "City," and **Summit Homebuilders, Inc., a California Corporation** located at the southeast corner of Retherford Street and the Corvina Avenue alignment, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification hereafter.

**RECITALS**

- A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider and located within the City of Tulare (hereinafter "Subject Property") as follows:  
  
THE REMAINDER PARCEL OF PARCEL MAP 5409, CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 29, 2023, IN BOOK 55 OF PARCEL MAPS AT PAGE 17, TULARE COUNTY RECORDS.
- B. City requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of certain streets, highways, public ways, and easements, as identified on the Final Map. City deems said dedication(s) necessary for the public use. Additionally, City requires that Subdivider make improvements to said dedicated property, as more specifically described below.
- C. Subdivider desires and agrees to complete the improvements required by Resolution 5421 for TENTATIVE SUBDIVISION MAP 2021-20 AND CONDITIONAL USE PERMIT 2021-21 dated May 23, 2022 and any amendments thereto, hereinafter referred to as "Conditions of Approval," within the time hereinafter specified.
- D. Subdivider hereby warrants that any and all parties having record title interest in the Final Map have subordinated their interest and all records of subordination, if any, are attached hereto and made a part of this Agreement.

## AGREEMENT

In consideration of the acceptance of the offers of dedication as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said [Vesting] Tentative Map, Subdivider and City hereby mutually agree as follows:

- 1) Time for Performance. The improvements required by the Conditions of Approval shall be completed within one **year following** the effective date of this Agreement. Subdivider shall automatically receive one extension of twelve (12) months if the Subdivider complies with the following:
  - a) At least thirty (30) calendar days before the original one-year deadline for completion of improvements, the City Engineer receives a written extension request from the Subdivider.
  - b) If required by the City Engineer, provide additional performance and payment security to address construction cost increases due to inflation. Construction cost increase will be based upon Construction Price Index figures published by Engineering News-Record. The additional security shall be supplied to the City Engineer within twenty (20) calendar days from the date the City Engineer notifies Subdivider of the additional security amounts.
- 2) Failure to Perform. If all required improvements are not made to the satisfaction of the City Engineer within twelve (12) months of the date of this Agreement, or within twenty-four (24) months if an extension was granted, the City of Tulare may exercise its right to proceed against the bonds.
- 3) Incorporation of Improvements. The work depicted or required on the improvement plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signal plans, etc., as well as those required by Conditions of Approval (hereinafter "Improvements"), are incorporated by reference and made a part of this Agreement.
- 4) Compliance with Standards and Regulations. All Improvements shall be completed in accordance with the City of Tulare Design Guidelines and Public Improvement Standards (City Council Resolution No. 16-58) and any amendments thereto, and shall comply with all applicable federal, state, and local laws.
- 5) Costs. All Improvements shall be completed at the sole cost and expense of Subdivider. The construction cost estimates, and corresponding security requirements for these Improvements, are set forth in **Exhibit "A"**.
- 6) Requirements for Building Permit Issuance.
  - a) No building permit shall be issued for any lot of the Subject Property until the following minimum required improvements have been fully constructed and have passed inspection to the satisfaction of the City Engineer, except as allowed by the City's Model Home Policies:
    - i) Curb and gutter,
    - ii) Street base rock placed in accordance with the approved improvement plans to provide accessibility for inspectors and emergency responders,
    - iii) Fully functional water mains, fire hydrants, and service connections,
    - iv) Fully functional sanitary sewer mains and laterals,
    - iv) Fully functional storm drainage lines and facilities,

- v) All lots graded in accordance with the approved drainage plan, with a letter subject to City Engineer's approval provided by the Subdivider's licensed engineer or surveyor verifying same, and
  - vi) All lot corners marked.
- b) If a Notice of Completion has not been filed for the required Improvements within the time limits outlined in this Agreement, no additional building permits shall be issued until said Notice has been filed, or a new subdivision improvement agreement extending the timeline for completion has been approved by the Tulare City Council.
- 7) Requirements for approval of Certificates of Occupancy. No Certificates of Occupancy shall be approved by the City for any building permit issued on any lot of the Subject Property until the following requirements are satisfied:
- i) The requirements of section 6, subsection (a), above have been satisfied, and
  - ii) all public safety items have been completed, including, but not limited to: signage, street paving, pavement markings, street lighting, and drainage basin fencing.
- 8) Estimate Reimbursements for Certain Improvements. In connection with the amounts set forth in **Exhibit "A"**, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Payment of fees and fee credits shall be made at the rates and amounts established by the Tulare Municipal Code and Master Fee Schedule. The estimated reimbursement amounts, fees, and charges are more particularly itemized and made a part of this Agreement in the attached **Exhibit "B"**.
- 9) Fee Credit Adjustments. Subdivider may receive designated fee credits from City as an offset toward any development impact fee(s). Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completed by Subdivider. Until then, Subdivider shall have no right to any portion of any fee credit. Upon adjustment, Subdivider shall pay all outstanding development impact fees prior to approval of the final map or as otherwise mutually agreed in writing. If the final map has already been approved all such fees shall be promptly paid by Subdivider, unless otherwise mutually agreed upon in writing. City may enforce recovery of such fees in any manner available at law or in equity.
- 10) Security. Prior to the approval by the Tulare City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in **Exhibit "A"**. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City.
- a) Performance Security. The total amount shall equal 100% of the total Cost Estimate, as specified in Government Code 66499.3 (a) and approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. Upon written request from the Subdivider, partial releases of the Performance Security may be authorized by the City Engineer to reflect satisfactory completion of required improvements. Partial releases shall be limited to a maximum of 90% of the value of the completed improvements, and shall in no event result in the overall release of more than 90% of the value of the total Cost Estimate. The Performance Security will be released in its entirety upon the City's recordation of a Notice of Completion for the subdivision improvements, provided that a maintenance surety of not less than 10% of the value of the public improvements is provided to the City to guarantee replacement and repair of the public improvements for a period of one (1) year after the recording

date.

- b) Payment (Labor and Materials) Security. The total amount shall equal 50% of the total Cost Estimate, as specified in Government Code 66499.3 (b) and approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said Improvements and all persons furnishing labor, materials or equipment to them for said Improvements. Payment Security shall be in the form of a bond naming the City of Tulare as obligee, or a certificate of deposit made payable only to the City of Tulare, an irrevocable letter of credit in favor of the City of Tulare, or cash. No reduction in Payment Security shall be allowed prior to the City's recordation of a Notice of Completion, and prior to the passage of the time within which claims of lien are required to be recorded as stipulated in Government Code Section 66499.7 (h).
- 11) Damage Prior to Final Acceptance. Any damage to the improvements occurring prior to final acceptance by the City shall be repaired or replaced by Subdivider before any securities are released. Final acceptance by City shall not occur until damage has been repaired to prior and agreed upon condition.
- 12) Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of final acceptance of the Improvements by City. Prior to final acceptance of the Improvements by City, a warranty/maintenance bond or certificate of deposit shall be provided by Subdivider, as shown in **Exhibit "A"**, and shall be released one year following final acceptance, less any amount required to remedy defective work.
- 13) Indemnification. Subdivider shall be obligated as follows:
- a) To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work or Improvements; or (v) City's granting, issuing or approving use of this Agreement.
- b) Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct of City, its officers, officials, employees, agents or volunteers.
- c) If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a)" and "b)" of this Section.
- 14) Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. Insurance requirements, including coverage types and amounts, are attached hereto in **Exhibit "D"**.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the City Engineer, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

Evidence of Insurance provided by Subdivider and his/her/its insurer shall clearly state that termination or suspension of insurance coverage may not occur until at least thirty (30) days following written notice to the City of the intent to terminate or suspend coverage.

- 15) Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with Public Works Standards shall conform to City of Tulare Design Guidelines, Public Improvement Standards, and Technical Specifications. Materials testing shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.
- 16) Inspections. City shall inspect all Improvements. All Improvements shall be performed and completed in strict accordance with the approved construction plans for said work on file with the City Engineer and City of Tulare Design Guidelines and Public Improvement Standards. In the event there are no applicable Design Guidelines and Public Improvement Standards it is agreed that the same shall be performed and completed in accordance with the standards and specifications of the California Department of Transportation.
- 17) Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Subdivider shall comply with the codes or ordinances of City including the Tulare Municipal Code, City Charter, and Building Codes.
- 18) Prevailing Wages. Subdivider shall:
  - a) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of:
    - i) those specific Improvements for which Subdivider receives credits or reimbursements as identified in **Exhibit "B"**, if any, and
    - ii) those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a) (collectively, the "PW Improvements").
- 19) Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.
- 20) Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

- 21) Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 22) Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land for the benefit of City and shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Tulare County Recorder.
- 23) Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- 24) Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
- 25) Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.
- 26) Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a Notice of Completion finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such Notice of Completion with the Tulare County Recorder.
- 27) Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be Tulare County, California.
- 28) Fees Due Prior to Recordation. The fees due to the City set forth in **Exhibit "C"**, attached hereto and incorporated herein by this reference, shall be paid in full prior to recordation of the final map.

\* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**CITY OF TULARE**  
a Municipal Corporation

**SUMMIT HOMEBUILDERS, INC. A  
CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Marc Mondell, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chief Deputy Clerk and Clerk of the Council  
Of The City of Tulare

*(Attach Notary Acknowledgments)*

*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 Tulare        )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ 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

**SUBORDINATION**

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {\_\_\_\_\_, 20\_\_\_\_}, in the office of the Tulare County Recorder, as Document No. {Doc. No. } of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing {Insert full name of Agreement, e.g. Subdivision Agreement for the Final Map of \_\_\_\_\_ [including Addendum to Subdivision Agreement for Rights of Way Acquisition]}.

DATED: \_\_\_\_\_, 20\_\_\_\_

**BENEFICIARY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Beneficiary to print/type document information, Name, Title and attach Notary 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 Tulare )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ 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

DRAFT  
NOT APPLICABLE

# EXHIBIT "A"

## Estimated Improvement Costs & Security Requirements Villa @ Sierra Ranch

Bond Type	Required Bonding Amount
Performance Bond Amount* (10% of Completed Work + 100% of Uncompleted Work)	<u>\$2,518,951.62</u>
Payment Bond Amount* (50% of Uncompleted Work)	<u>\$1,259,475.81</u>
Maintenance Bond Amount** (10% of Required Improvements )	<u>\$251,895.16</u>

\* For a single combined performance and payment bond, bond amount shall equal the algebraic sum of the performance and payment bond amounts listed above.

\*\* Maintenance bond is required at the time the improvements are accepted by the City.

# EXHIBIT "B"

## Estimated Oversize Improvement Costs Villa @ Sierra Ranch

Item	Total Estimated Cost of Oversize Improvements
<b>Street Oversize Improvements, including but not limited to:</b> Street Name: <u>None</u> Material Cost for Supplemental Roadway Excavation (x" vs y") Material Cost for Supplemental Aggregate Base Material (x" vs y") Material Cost for Supplemental Asphalt Concrete Material (x" vs y") Supplemental Right-of-way Dedication (x s.f. vs y s.f.) Traffic Signal Improvements: Other:	\$0.00
<b>Sanitary Sewer System Improvements, including but not limited to:</b> Street Name: <u>None</u> Material Cost for Supplemental Sewer Main Size (8" vs 12") Material Cost for Supplemental Sewer MH Size (Type II vs Type I) Lift Station Improvements: Force Mains:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>Storm Drain System Improvements, including but not limited to:</b> Street Name: <u>None</u> Regional storm drain mains (210 LF x 36" diameter) Regional storm drain manholes (Qty. = ) Ponding Basin (Land Cost, Excavation, Fencing, Frontage Improvements) Lift Station Improvements: Force Mains:	\$0.00 \$ - \$0.00 \$0.00 \$0.00
<b>Water System Improvements, including but not limited to:</b> Street Name: <u>None</u> Material Cost for Supplemental Water Main Size (8" vs 12") Material Cost for Supplemental Water Appurtenances (8" vs 12") (8" vs 10") Well/Storage Tank Site (Land Cost, Frontage Improvements)	\$0.00 \$0.00 \$0.00 \$0.00
<b>Total Estimated Oversize Costs</b>	<b>\$0.00</b>

# EXHIBIT "C"

Villa @ Sierra Ranch

Account No.	Transac- tion No.	R/C No.	Description of Charge	Quantity	Unit Cost	Total Amount
<i>Inspection, Testing and Construction:</i>						
001-3247-001	1391	S-29	Public Inspection Fee	1	\$56,429.03	\$56,429.03
010-3265	3060		Backflow Test		\$91.00	\$0.00
010-3270-3	3073		Water Pressure Test	1	\$264.00	\$264.00
010-3270-004	3074		Water Purity Sample	11	\$227.00	\$2,497.00
<i>Front Foot Fees</i>						
015-3265	3420		Sewer Front Foot	598	\$26.00	\$15,548.00
010-3265	3060		Water Front Foot	598	\$17.50	\$10,465.00
001-3265	9260		Street Front Foot	0		\$0.00
<i>Benefit Districts</i>						
<i>In-Lieu Fees</i>						
						\$0.00
<i>Non-Bonded Improvements</i>						
001-3266-000	1611		Street Signs (Street Names per blade)		\$276.00	\$0.00
<i>Other</i>						
001-3120-2	1252		Street Easement/Abandonment		\$1,791.00	\$0.00
TOTAL						\$85,203.03
LESS PREVIOUSLY PAID (OFF-SITE INSPECTION)						(\$24,312.00)
LESS CREDITS						\$0.00
AMOUNT DUE						\$60,891.03

# EXHIBIT "D"

## Minimum Insurance Requirement, Converge Types, and Amounts Villa @ Sierra Ranch

Coverage Afforded	Limits of Liability
Worker's Compensation:	Statutory
Commercial General Liability Insurance Including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Products & Completed Operations	
b) Blanket Contractual	
c) Explosion, Collapse & Underground Hazard	
Automobile Liability Insurance including:	\$2,000,000 Bodily Injury and Property Damage, Combined Single Limit
a) Non-owned	
b) Leased	
c) Hired Vehicles	



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.9**  
**Consent**

**Department:** Engineering Services - Engineering  
**Submitted by:** Michael Miller, City Engineer  
**Agenda Title:** Capital Improvements Project Dashboard for September 2024

## RECOMMENDED ACTION

Accept the Capital Improvements Project Dashboard for September 2024.

## SUMMARY

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

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

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

The attached Capital Improvements Project Dashboard reflects the quarterly status of active projects as of April 2024. The dashboard uses a color metric for the completion status graphic (pie chart) that reflects the phase each project is in. *BLUE* shading indicates that the project is in the Design phase, *GREEN* shading indicates that the project is in the Environmental or Right-of-Way Acquisition phase, and *ORANGE* shading indicates that the project is in the Construction or Implementation phase.

## FISCAL IMPACT & FUNDING SOURCE(S)

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

**LEGAL REVIEW**

This item does not require legal review.

**ALTERNATIVE ACTION**

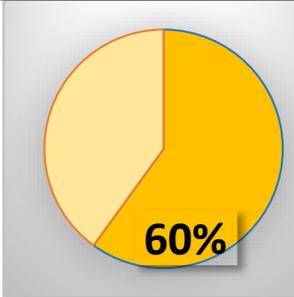
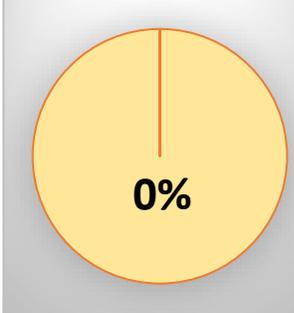
1. Approve with changes
2. Deny – Action would not result in any notable impact
3. Table – Action would not result in any notable impact

**ATTACHMENTS**

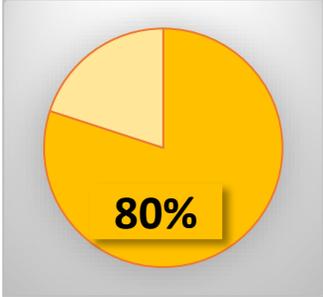
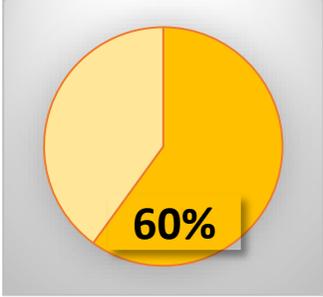
1. Capital Improvement Project Dashboard as of September 2024

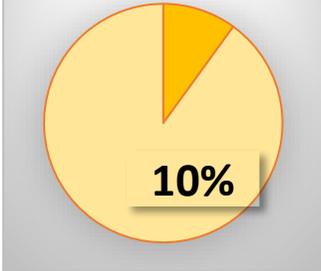
**Reviewed/Approved:     JM**

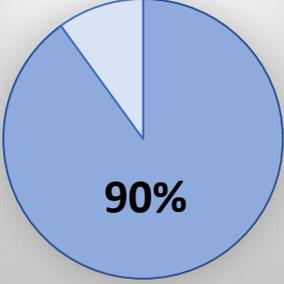
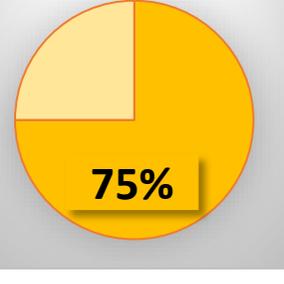
## ATTACHMENT 1

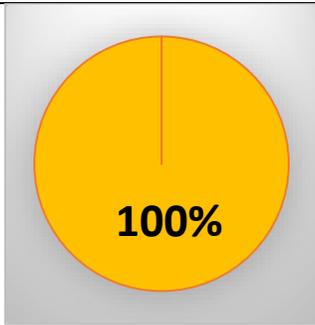
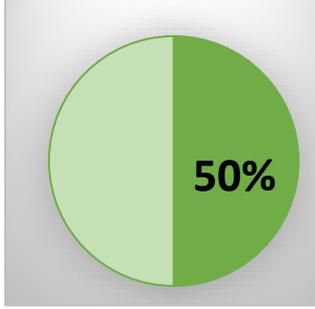
Project Name	Contacts		Description	Progress Update	Project Budget		Completion
<b>PK0033: Zumwalt Park Rehabilitation</b>	<i>District(s):</i>	<b>3</b>	New improvements will generally include concrete flatwork, site walls, lighting, landscaping, playground equipment, splash pad, new stage and amphitheater building, new restroom building, ramps, stairs, fencing, signage, and storm drain improvements. The existing gazebo shall remain in place or get rebuilt as an alternative. Off-site improvements will consist of new curb, gutter, sidewalk, and striping along "N" Street and Kern Avenue.  <b>Funding:</b> ARPA Federal Grant, Park DIF, Other General Fund CIP	The Contractor is currently working on the electrical, mechanical, and plumbing inside the amphitheater and restroom building. Hardscape and landscaping improvements are ongoing.	<i>Total Budget:</i>	<b>\$15,156,227</b>	 <p>Expected Completion: <b>Fall 2024</b></p> 
	<i>Division:</i>	<b>Parks</b>			<i>Encumbered:</i>	<b>\$10,680,200</b>	
	<i>Project Manager:</i>	<b>Dylan Chimienti</b>			<i>Spent to Date</i>	<b>\$6,055,336</b>	
	<i>Engineer:</i>	<b>RRM</b>			<i>Remaining Budget:</i>	<b>\$9,100,891</b>	
	<i>Contractor:</i>	<b>Caliber Contracting Services Inc.</b>			<i>Contract Working Days:</i>	<b>365</b>	
<b>PK0037: K9 Bane Dog Park</b>	<i>District(s):</i>	<b>4</b>	New improvements include a concrete drive approach and concrete flatwork on site, asphalt parking lot with concrete ADA-accessible parking stalls, signing and	<b>Construction:</b> Caliber Contracting Services was awarded the contract 5/21/24. The City held its preconstruction meeting on	<i>Total Budget:</i>	<b>\$1,620,741</b>	
	<i>Division:</i>	<b>Parks</b>			<i>Contract Award:</i>	<b>5/21/2024</b>	
	<i>Project Manager:</i>	<b>Dylan Chimienti</b>			<i>CO's to Date:</i>	<b>N/A</b>	
	<i>Engineer:</i>	<b>4Creeks</b>					

Project Name	Contacts		Description	Progress Update	Project Budget		Completion
			pavement marking, fencing, landscape architecture and irrigation, architectural elements including benches, shade structure, bike racks, drinking fountains, parking lot and site lighting. Off-site improvements consist of new curb and gutter, sidewalk, and asphalt paving on N "O" Street and N "N" Street.  <b>Funding:</b> Park DIF	8/5/2024. Notice to proceed was issued to the contractor on 8/21/2024.			Expected Completion:  <b>Fall 2024</b>
	<i>Contractor:</i>	<b>Caliber Contracting Services Inc.</b>			<i>Total Contract:</i>	<b>\$1,287,000</b>	
					<i>Contract Working Days:</i>	<b>70</b>	
<div style="text-align: right;"> <span style="border: 1px solid black; padding: 2px;">Design</span> →            <span style="border: 1px solid black; padding: 2px;">R.O.W.</span> →            <span style="border: 1px solid black; padding: 2px;">Const.</span> </div>							

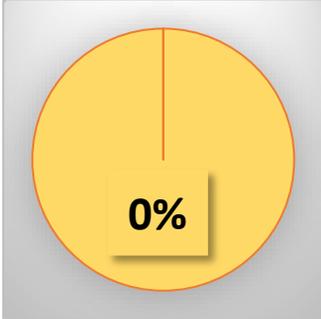
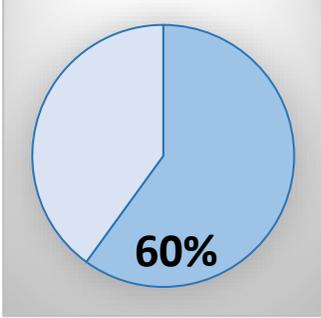
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>WT0040: SRF Grant Project (Matheny Well and Well 14 Pipeline)</b>	<i>District(s):</i> <b>ALL</b>	Funded by a SRF grant from the State as a result of the Matheny Tract connection to the City water system. The project includes construction of a new City well 4-3 (per the Carollo Matheny/Soultz Technical Memorandum) and extending the 12" mainline from Well 14 north up I Drive to Matheny Tract.  <b>Funding:</b> Water CIP	Control building and generator pads poured. Control building block construction installed. Tie-in to K Street main completed. Onsite tie in to well pending pad pours and pump and motor installation. Permanent fencing to start mid-April. Pending switch gear.	<i>Total Budget:</i> <b>\$8,061,402</b>	 <p>Expected Completion: <b>Fall 2024</b></p> 
	<i>Division:</i> <b>Water</b>			<i>Construction Cost:</i> <b>\$7,885,711</b>	
	<i>Project Manager:</i> <b>Michael Powers</b>			<i>CO's to Date:</i>	
	<i>Engineer:</i> <b>Cannon</b>			<i>Total Contract:</i> <b>\$6,256,942</b>	
	<i>Contractor:</i> <b>Well Drilling - Prieto Water Well Drilling Inc. Well Equipping - W.M. Lyles</b>			<i>Contract Working Days:</i> <b>270</b>	
<b>FM0046: Courthouse Renovation</b>	<i>District(s):</i> <b>3</b>	City of Tulare purchased the Tulare County Superior Court House, Renovations include Police Department, Business Incubator, and Chamber of Commerce.	Contractors have completed Rough electrical, plumbing, and HVAC. Drywall has been installed, and painting has been done. Solar canopies have been installed in the parking lot.	<i>Budget:</i> <b>\$6,707,956</b>	
	<i>Division:</i> <b>Facility Maintenance</b>			<i>Encumbered:</i>	
	<i>Project Manager:</i> <b>Bryan Cahill</b>			<i>Spent to Date:</i> <b>\$3,529,585</b>	
	<i>Engineer:</i> <b>4Creeks</b>			<i>Remaining Budget:</i> <b>\$3,178,371</b>	
	<i>Contractor:</i>				

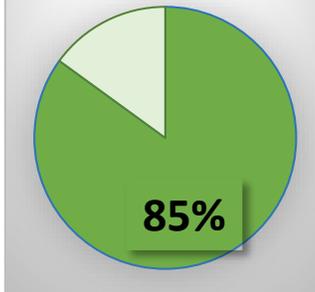
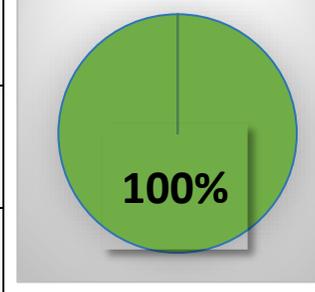
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
	<b>4CG and Various Subs</b>	<b>Funding:</b> ARPA Funds, General CIP, Lease Revenue Bonds		<b>Contract Working Days:</b> 200	Expected Completion: Fall 2024  Design → R.O.W. → Const.
<b>EN0096: International Agri-Center Interchange</b>	<b>District(s):</b> 3	4 Lane overpass constructed over Hwy 99 connecting K St thru Commercial Ave to Laspina St.	The Contractor has mobilized to the site and began grading for overpass ramps.  SCE is currently installing electrical conduit from K St east through Commercial Ave.  SCE is currently installing electrical conduit east and west sides of Hwy 99.	<b>Budget:</b> \$52,800,000	 Expected Completion: June 2025  Design → R.O.W. → Const.
	<b>Division:</b> Engineering			<b>Spent to Date:</b>	
	<b>Project Manager:</b> Bryan Cahill			<b>Remaining Budget:</b>	
	<b>Engineer:</b> Caltrans and NV5			<b>Contract Working Days:</b> 400	
	<b>Contractor:</b> Security Paving	<b>Funding:</b> TCAG			
<b>EN0097: International Agri-Center Extension</b>	<b>District(s):</b> 3	Street Construction including water sewer and storm drain lines. Connecting Laspina St thru to Turner Dr.	Project engineer currently has developed 90% plans and specifications.	<b>Total Budget:</b> \$6,040,779	
	<b>Division:</b> Engineering			<b>Encumbered:</b>	
	<b>Project Manager:</b> Bryan Cahill			<b>Spent to Date:</b>	
	<b>Engineer:</b>				

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
	<b>Peters Engineering Group</b> Contractor: <b>TBD</b>	<b>Funding:</b> Measure R Local, CDBG, Streets DIF, Water DIF, IAC Way Benefit District and Federal Earmark.	Engineering working with City Staff on final design.	Remaining Budget:  Contract Working Days: <b>TBD</b>	 <p><b>90%</b></p> <p>Design → R.O.W. → Const.</p> <p>Expected Completion: <b>TBD</b></p>
<b>FM0049: Engie Project</b>	<b>District(s):</b> <b>Various</b>	Construction locations include Library, Council Chambers, City Hall, Police Department, Business Incubator, Parks and Sports Fields. Installing HVAC, Lighting, EV Chargers and Solar Canopy's.  <b>Funding:</b> EECS Grant and Federal Assistance	Completed installing lighting upgrades in various city buildings along the Santa Fe Trail. Solar canopies were also installed at the library and city hall.	<b>Total Budget:</b> <b>\$12,895,898</b>	 <p><b>75%</b></p> <p>Expected Completion <b>2025</b></p> <p>Design → R.O.W. → Const.</p>
	<b>Division:</b> <b>Facility Maintenance</b>			<b>Construction Estimate:</b> \$8,829,936	
	<b>Project Manager:</b> <b>Bryan Cahill</b>			<b>CO's to Date:</b>	
	<b>Engineer:</b>			<b>Total Contract:</b> \$4,065,961	
	<b>Contractor:</b> <b>TBD</b>			<b>Contract Working Days:</b> <b>TBD</b>	

Project Name	Contacts		Description	Progress Update	Project Budget		Completion
<b>PK0038: Prosperity Sports Park Basketball Courts</b>	<i>District(s):</i>	<b>2</b>	Remove existing basketball court and install two new courts. New site improvements to include lighting and drainage.	NOC was approved by Council on 5/21/24.	<i>Total Budget:</i>	<b>\$325,000</b>	 <p><b>100%</b></p>
	<i>Division:</i>	<b>Parks</b>			<i>Contract Award:</i>	<b>September 2023</b>	
	<i>Project Manager:</i>	<b>Michael Powers</b>			<i>CO's to Date:</i>	<b>\$8,000</b>	
	<i>Engineer:</i>	<b>4Creeks</b>			<i>Total Contract:</i>	<b>\$333,000</b>	
	<i>Contractor:</i>	<b>Todd Companies</b>			<i>Funding:</i> Grant and City	<i>Contract Working Days:</i>	
			Expected Completion: <b>May 2024</b>				
<b>EN0078: Bardsley Sidewalk Improvements</b>	<i>District(s):</i>	<b>5</b>	Traffic safety Project. To install continuous ADA compliant sidewalk and curb gutter along Bardsley Ave at Morrison St.	Staff is working with right-of-way consultant Paragon Partners on the frontage acquisition. Right of Way is expected to be completed in December 2024.	<i>Total Budget:</i>	<b>\$303,444</b>	 <p><b>50%</b></p>
	<i>Division:</i>	<b>Engineering</b>			<i>Contract Award:</i>		
	<i>Project Manager:</i>	<b>Bryan Cahill</b>			<i>Total Contract:</i>	<b>TBD</b>	
	<i>Engineer:</i>	<b>City of Tulare</b>			<i>Contract Working Days:</i>	<b>TBD</b>	
	<i>Contractor:</i>	<b>TBD</b>	<i>Funding:</i> Fund 022 -Gas Tax	Currently, Paragon has the property's descriptions with the appraisers. 8/12/2024	Expected Completion: <b>TBD</b>		

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0074: Cross &amp; West Improvements</b>	<i>District(s):</i> <b>1&amp;2</b>	<p>The project includes the installation sidewalk on the north side of Cross Avenue, surface water improvements, water and sewer service modifications, street reconstruction, and improvements on the westerly side of the Cross Avenue-West Street intersection. The project will improve surface water drainage, as well as improve pedestrian connectivity in the area.</p> <p><b>Funding:</b> Measure R, Gas Tax, Gas Tax (RMRA) SB1</p>	<p>The design is 90% completed. City staff is working with the design engineer to add additional surface water and storm drain improvements to a nearby basin.</p> <p>Property acquisition is complete. City staff is currently working with SCE on relocating the utility pole.</p>	<i>Budget:</i> <b>\$842,500</b>	<p>Expected Completion: <b>TBD</b></p>
	<i>Division:</i> <b>Engineering</b>			<i>Contract Award:</i> <b>TBD</b>	
	<i>Project Manager:</i> <b>Dylan Chimienti</b>			<i>Total Contract:</i> <b>TBD</b>	
	<i>Designer / Engineer:</i> <b>4Creeks</b>			<i>Contract Working Days:</i> <b>TBD</b>	
	<i>Contractor:</i> <b>TBD</b>				
<b>FM0133: Tulare Ave Roundabout</b>	<i>District(s):</i> <b>5</b>	Construct a roundabout at the intersection of Tulare Ave and	The project was taken to the council	<i>Budget:</i> <b>\$1,605,000</b>	
	<i>Division:</i>				

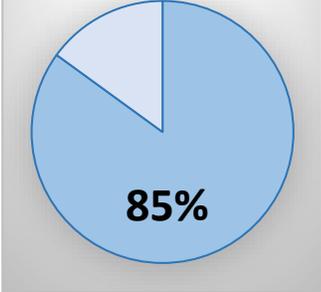
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
	<b>Facility Maintenance</b> <i>Project Manager:</i> <b>Michael Powers</b> <i>Designer / Engineer:</i> <b>4Creeks</b> <i>Contractor:</i> <b>Cen-Cal</b>	Morrison Street in partnership with Caltrans and Woodside homes, the developer of the Farrar Estates subdivision.  <b>Funding:</b> Fund 245 – State HWY DIF Funds Caltrans SHOPP Funds	and awarded to Cen-Cal on 6/18/2024.	<i>Contract Award:</i> \$1,588,824  <i>Total Contract:</i>  <i>Contract Working Days:</i> 180	 <p>Expected Completion: <b>TBD</b></p> 
<b>WT0056:</b> <b>New Well 1 Replacement</b>	<i>District(s):</i> <b>1</b> <i>Division:</i> <b>Water</b> <i>Project Manager:</i> <b>Dylan Chimienti</b> <i>Designer / Engineer:</i> <b>Carollo</b> <i>Contractor:</i> <b>TBD</b>	Construction of a new water well to replace existing Well #1 on the same site.	Utilizing an on-call well design engineer. The City awarded the contract to Carollo Engineers on 12/7/23 to design plans and specifications. City staff had a 60% design review meeting with Carollo on 7/24/24.	<i>Budget:</i> <b>\$2,102,000</b>  <i>Total Design Contract:</i> \$336,095  <i>Contract Working Days:</i> <b>TBD</b>	 <p>Expected Completion: <b>Fall 2024</b></p>

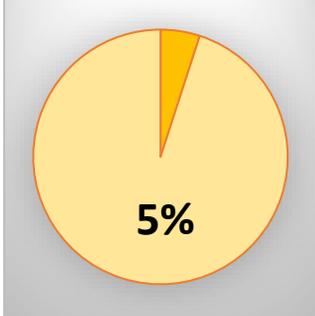
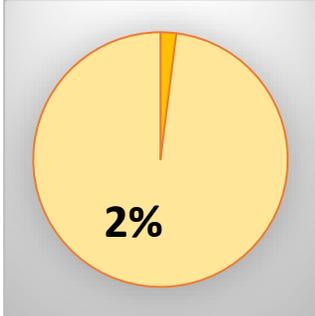
Project Name	Contacts		Description	Progress Update	Project Budget		Completion
			<b>Funding:</b> Water CIP				Design → R.O.W. → Const.
<b>WT0055: Highway 99 Water Crossing at Washington Ave.</b>	<i>District(s):</i>	<b>4</b>	Construction of a water main under Highway 99 between Prosperity and Cartmill.	<b>Design</b> Provost & Prichard have finished plan design.	<i>Budget:</i>	<b>\$1,400,000</b>	 <p>85%</p> <p>Expected Completion: <b>TBD</b></p>
	<i>Division:</i>	<b>Water</b>					
	<i>Project Manager:</i>	<b>Michael Powers</b>	This project has been identified in the Water Master Plan and is needed to help loop the system on the north side of Tulare. This project will need to occur with development of Cartmill.	Currently in ROW acquisition with properties west of HWY 99.	<i>Construction Estimate:</i>	<b>\$995,000</b>	
	<i>Designer / Engineer:</i>	<b>Provost &amp; Pritchard</b>			<i>CO's to Date:</i>	<b>N/A</b>	
	<i>Contractor:</i>	<b>TBD</b>			<i>Total Contract:</i>	<b>TBD</b>	
			<b>Funding:</b> Water DIF; Water CIP		<i>Contract Working Days:</i>	<b>TBD</b>	Design → R.O.W. → Const.
<b>EN0088: Prosperity / West Traffic Signal</b>	<i>District(s):</i>	<b>1 &amp; 2</b>	Expansion project to install a traffic signal at the intersection of Prosperity and West. Includes ROW acquisition to allow placement of facilities at their ultimate location. Includes ADA	<b>ROW</b> acquisition is now complete. City staff is working with SCE on utility pole relocation before the project goes out to bid.	<i>Total Budget:</i>	<b>\$3,486,840</b>	 <p>100%</p>
	<i>Division:</i>	<b>Engineering</b>			<i>Construction Estimate:</i>	<b>\$3,295,446</b>	
	<i>Project Manager:</i>	<b>Dylan Chimienti</b>			<i>CO's to Date:</i>	<b>N/A</b>	
	<i>Engineer:</i>	<b>QK</b>			<i>Total Contract:</i>	<b>TBD</b>	
	<i>Contractor:</i>	<b>TBD</b>					

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
		concrete work, sewer water, storm drain, and TID facilities. <b>Funding:</b> Measure R, Gas Tax, Water CIP, Sewer CIP		<i>Contract</i> <i>Working Days</i> <i>TBD</i>	Expected Completion <b>2025</b> 

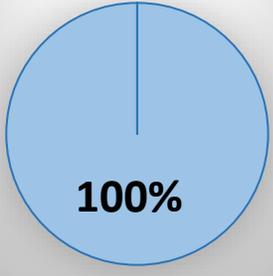
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0091:</b> <b>Elliott Tract Improvements</b>	<i>District(s):</i> <b>1</b>	Pavement management system and utility project on Owens (West-Santa Clara), Los Angeles (Bardsley-Owens), Elm (West-Sacramento), and Santa Clara (Bardsley-Inyo). Includes ADA concrete work and water, sewer and storm drain facilities.  <b>Funding:</b> Gas Tax, Gas Tax (RMRA) SB1, Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP	<b>Construction</b> <i>City staff is working with contractor to complete labor compliance requirements before NOC.</i>	<i>Total Budget:</i> <b>\$5,808,207</b>	  Expected Completion: <b>2024</b>  
	<i>Division:</i> <b>Engineering</b>			<i>Construction Contract Award:</i> <b>\$4,136,815</b>	
	<i>Project Manager:</i> <b>Dylan Chimienti</b>			<i>CO's to Date:</i> <b>\$46,858.44 (1.12%)</b>	
	<i>Engineer:</i> <b>4Creeks</b>			<i>Total Construction Contract:</i> <b>\$4,183,673</b>	
	<i>Contractor:</i> <b>Dawson-Mauldin, LLC.</b>			<i>Contract Working Days:</i> <b>190</b>	

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0092:</b> <b>Pratt St. / Mefford-Choice Tracts Improvements</b>	<i>District(s):</i> <b>1 &amp; 2</b>	Pavement management system and utility project on Pratt (Bardsley-Inyo), Walter (Bardsley-Elm), Oliver (Bardsley-Elm), Cleveland (Bardsley-Elm), Victoria (Bardsley-Elm), Elm (Howard-D Street), and "C" Street (Elm-Alpine). Includes ADA concrete work and water, sewer and storm drain facilities.	<b>Construction:</b> <i>City staff is working with contractor to complete labor compliance requirements before NOC.</i>	<i>Budget:</i> <b>\$8,728,466</b>	  Expected Completion:
	<i>Division:</i> <b>Engineering</b>			<i>Contract Construction Award:</i> <b>\$6,782,277</b>	
	<i>Project Manager:</i> <b>Dylan Chimienti</b>			<i>CO's to Date:</i> <b>\$39864.44 (0.59%)</b>	
	<i>Designer / Engineer:</i> <b>Provost &amp; Pritchard</b>			<i>Total Construction Contract:</i> <b>\$6,822,141.44</b>	
	<i>Contractor:</i> <b>Dawson-Mauldin, LLC.</b>				

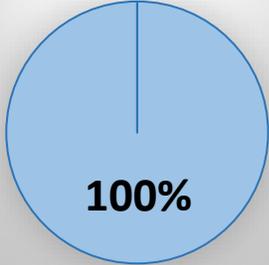
		<b>Funding:</b> Measure R, Gas Tax, CDBG, Gas Tax (RMRA) SB1, Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP		<b>Contract Working Days:</b>	<b>220</b>	<b>2024</b> Design → R.O.W. → Const.	
<b>EN0093: Prosperity &amp; J St. Intersection Improvements</b>	<b>District(s):</b>	<b>2 &amp; 4</b>	CRISI Grant funded project to add protected left movements for E/bound & W/bound traffic at Prosperity and J Street, add a pre-signal in advance of the UPRR crossing, and install ADA compliant pedestrian improvements.	<b>Design:</b> Design and coordination with Union Pacific Railroad is ongoing	<b>Budget:</b>	<b>\$2,800,000</b>	 <p>85%</p>
	<b>Division:</b>	<b>Engineering</b>			<b>Construction Estimate (City Portion):</b>	<b>\$700,000</b>	
	<b>Project Manager:</b>	<b>Michael Powers</b>			<b>CO's to Date:</b>	<b>N/A</b>	
	<b>Designer / Engineer:</b>	<b>Peters Engineering Group</b>			<b>Total Contract:</b>	<b>TBD</b>	
	<b>Contractor:</b>	<b>TBD</b>			<b>Contract Working Days:</b>	<b>TBD</b>	
		<b>Funding:</b> Gas Tax (HUTA), CRISI Grant				<b>Expected Completion:</b> <b>TBD</b> Design → R.O.W. → Const.	

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>FM0048: Emergency Homeless Shelter</b>	<i>District(s):</i> <b>3</b>	Construct an emergency homeless shelter facility consisting of perimeter fencing, parking, exterior lighting, modular offices, laundry, living quarters, ADA restrooms, showers, single-use restrooms, showers, modular classrooms, a food pantry, storage containers, dog kennels, and 20,000 sf steel building primary shelter structure.	<b>Construction:</b> Pacific Mobile Structures is constructing 16 modular living quarters, with expected delivery in December 2024  The bid opening for the remainder of the project is scheduled for 8/29/2024.	<i>Budget:</i> <b>\$12,970,101</b>	 <p><b>5%</b></p>
	<i>Division:</i> <b>Facility Maintenance</b>			<i>Contract Award:</i> <b>TBD</b>	
	<i>Project Manager:</i> <b>Bryan Cahill</b>			<i>CO's to Date:</i>	
	<i>Designer / Engineer:</i> <b>4Creeks</b>			<i>Total Contract:</i> <b>TBD</b>	
	<i>Contractor:</i> <b>Prime Contractor TBD.</b>  <b>Mobile Home Contractor, Pacific Mobile Structures</b>	<i>Funding:</i> ARPA Federal Grant, 601 General Fund, County ARPA, Federal Earmark, ERF Round 2 Grant, State Earmark.	<i>Contract Working Days:</i> <b>300</b>	Expected Completion: <b>2025</b>	
					
Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0095: Academy &amp; Apricot Improvements</b>	<i>District(s):</i> <b>4</b>	Pavement Management System / Utility project on Apricot Ave. between Gem St. and Blackstone St.; Academy Ave. between Gem St. and Blackstone Ave.; Pine Dr. between Academy Ave. and Highland St.; E. La Mesa Dr. between Academy Ave. and	The City held the project's preconstruction meeting on 7/19/24. The contractor began potholing all existing utilities on 8/5/2024. Once the potholing is complete, the	<i>Budget:</i> <b>\$12,741,517</b>	 <p><b>2%</b></p>
	<i>Division:</i> <b>Engineering</b>			<i>Construction Estimate:</i> <b>\$10,169,812</b>	
	<i>Project Manager:</i> <b>Dylan Chimienti</b>			<i>CO's to Date:</i> <b>N/A</b>	
	<i>Designer / Engineer:</i> <b>4 Creeks</b>			<b>\$9,931,583</b>	

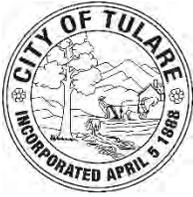
<b>Contractor: Dawson-Mauldin LLC</b>	Blackstone St.; N. Gem St. between San Joaquin Ave. and Academy Ave.; Highland St. between San Joaquin Ave. and the Santa Fe Trail; and Olympic Ct. at Apricot Ave. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.	contractor will begin phase 1.	<i>Total Contract:</i>  <i>Contract Working Days:</i>	280	Expected Completion: <b>2025</b>  
	<b>Funding:</b> Gas Tax (RMRA/HUTA), Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP				

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0098: Various Streets Northeast of Tulare Ave. and Dayton St. - Improvements</b>	<i>District(s):</i> <b>3</b>	Pavement Management System / Utility project on Academy Ave. between Dayton St. and Laspina St; Stanley Dr. between Lane St. and Academy Ave.; La Mesa Ave. between Dayton St. and Spruce St.; Burton Ave. east of Lane St.; Miracle Ct.; Dayton St. between Tulare Ave. and	<b>Design</b> 100% Design Meeting held on 7/13/2023.  City staff working with Peters Engineering group specification	<i>Budget:</i> <b>\$6,807,467</b>	 <b>100%</b>
	<i>Division:</i> <b>Engineering</b>			<i>Construction Estimate:</i> <b>\$8,059,579</b>	
	<i>Project Manager:</i> <b>Bryan Cahill</b>			<i>CO's to Date:</i> N/A	

<i>Designer / Engineer:</i> <b>Peters Engineering Group</b> <i>Contractor:</i> <b>TBD</b>	La Mesa Ave.; Lane St. between Tulare Ave. and Burton Ave.; and Canby St. between Tulare Ave. and the Santa Fe Trail. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.	creation and final bid package.	<i>Total Contract:</i> <b>TBD</b>	<b>TBD</b> 
	<b>Funding:</b> Gas Tax (RMRA), Water CIP, Sewer CIP, Storm Drain CIP		<i>Contract Working Days:</i> <b>TBD</b>	

Project Name	Contacts	Description	Progress Update	Project Budget	Completion
<b>EN0099:</b> <b>Mt. View St. Improvements</b>	<i>District(s):</i> <b>5</b>	Pavement Management System / Utility project on Tulare Ave./Cheryl Lane Alley between Canby St. and Mt. View St.; Cheryl Lane at Laspina St.; Academy Ave. between Laspina St. and Mt. View St.; Burton Ave. west of Laspina to east of Mt. View St.; Eastgate Ave.	<b>Design</b> 100% design and bid specifications have been completed.	<i>Budget:</i> <b>\$5,521,134</b>	
	<i>Division:</i> <b>Engineering</b>			<i>Construction Estimate:</i> <b>\$7,037,839</b>	
	<i>Project Manager:</i> <b>Dylan Chimienti</b>			<i>CO's to Date:</i> <b>N/A</b>	
	<i>Designer / Engineer:</i> <b>4 Creeks</b>			<b>TBD</b>	

	<p><b>Contractor: TBD</b></p>	<p>west of Laspina St. to Mt. View St.; Vineland Ave. between Laspina St. and Mt. View St.; and Fairwind Ct. at Vineland Ave. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.</p>		<p><i>Total Contract:</i></p> <p><i>Contract Working Days:</i></p>	<p>Expected Completion: <b>TBD</b></p> <p>TBD</p>  <pre> graph LR     Design[Design] --&gt; ROW[R.O.W.]     ROW --&gt; Const[Const.]   </pre>
		<p><b>Funding:</b> Gas Tax (RMRA), Water CIP, Sewer CIP, Streets CIP, Storm Drain CIP</p>			



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 7.10**  
**Consent**

**Department:** Engineering Services - Engineering  
**Submitted by:** Michael Miller, City Engineer  
**Agenda Title:** Highway Safety Improvement Program Grant

## RECOMMENDED ACTION

Adopt a resolution authorizing the City of Tulare to apply for Highway Safety Improvement Program grant funding; and authorize the City Manager to execute all necessary grant documents on behalf of the City to facilitate said application.

## SUMMARY

The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. Under IIJA, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. California's share of HSIP funds are split between the State HSIP for state highways and the Local HSIP for local roads.

Caltrans Division of Local Assistance (DLA) manages the Local HSIP component, working with local agencies to deliver projects using this funding source. Local HSIP focuses on infrastructure projects that implement nationally recognized crash reduction factors.

Local Public Agencies (LPA's) may apply for Local HSIP funds for projects on local roads. If successful, the LPA assumes responsibility and accountability for the use and expenditure of federal-aid highway funds. The LPA must be a city, a county, or a tribal government federally recognized within the State of California. Exceptions to this requirement will be reviewed by the Department of Transportation (Caltrans), Headquarters - Division of Local Assistance (HQ-DLA) on a case-by-case basis.

HSIP funds are eligible for work on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members, that improves the safety for its users. Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported methodology. There are twenty-eight project categories identified as eligible as listed under 23 U.S.C. §148(a)(4)(B). No funding priority is assigned to the list.

The California Local HSIP program may place further restrictions on the eligibility of individual project categories to meet the most critical needs on local roadways. It is the intent of the HSIP program that funds be expended on safety projects that can be designed and constructed expeditiously. Projects must not require the acquisition of significant rights of way (not more than 10% of the construction cost), nor must they require extensive environmental review and mitigation. Also, proposed projects such as horizontal and vertical curve realignments, shoulder widenings, etc., that typically take the longest time to deliver will need to show that an incremental approach has been followed, i.e. lower cost countermeasures have been installed

and have not proved to be effective before these types of safety improvements (realignments, shoulder widenings, etc.) are considered. For a project to be eligible for HSIP funding, a specific safety problem must be identified, and the proposed countermeasure(s) must substantially address the condition. All proposed projects must lead to and complete the construction of safety improvements. The project must be consistent with California's Strategic Highway Safety Plan (SHSP).

The HSIP Cycle 12 call-for-projects was announced on Monday, May 6, 2024. The application submittal deadline is Monday, September 9, 2024. Staff is working with Peters Engineering Group, the engineering consultant who assisted the City in the preparation of its Local Road Safety Plan, to identify one or more candidate projects for application submittal. Based upon collision history and various other safety factors, a project to complete the realignment of Turner Drive, Foster Drive and Mooney Boulevard has been identified as a good candidate project for an HSIP funding application. Other potential projects are being investigated, but as of this date have not been selected for application. If one or more are identified as being good candidates, staff will also endeavor to complete applications for them by the submittal deadline.

**FISCAL IMPACT & FUNDING SOURCE(S)**

It's anticipated that a local match of 10% would be required for any project selected for HSIP funding. Upon receiving notification of funding award resulting from the applications submitted, Council would be asked to adopt a resolution accepting the award of HSIP funds. Project sheets describing the project scope and detailing the expenditures and funding sources would be provided to Council at that time.

**LEGAL REVIEW**

The City Attorney's Office will review any non-standard documentation that the City is required to execute to apply for the grant funding.

**ALTERNATIVE ACTION**

1. Approve with changes – Staff will strive to implement changes directed by City Council.
2. Deny – No applications for Cycle 12 HSIP funding will be submitted.
3. Table – Due to time constraints, no applications for Cycle 12 HSIP funding will be submitted.

**ALTERNATIVE ACTION**

1. Resolution

Reviewed/Approved:     JM

# ATTACHMENT 1

## RESOLUTION 2024-XX

### A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE AUTHORIZING SUBMITTAL OF GRANT APPLICATIONS FOR CYCLE 12 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND NAMING THE CITY MANAGER AS THE INDIVIDUAL AUTHORIZED TO EXECUTE ALL GRANT DOCUMENTS ON BEHALF OF THE CITY

**WHEREAS**, the City of Tulare is eligible to receive Federal and/or State funding for certain transportation related projects, through the California Department of Transportation; and

**WHEREAS**, the Highway Safety Improvement Program (HSIP) is a federal-aid program to provide funding to states for the purpose of achieving a significant reduction in fatalities and serious injuries on public roads, and through this program Local HSIP funding is available to local agencies to implement projects that would serve this purpose on roadways under their jurisdiction; and

**WHEREAS**, in 2022 the City of Tulare completed a Local Roadway Safety Plan (LRSP) to identify areas of traffic safety concerns and strategies for addressing them, which is a prerequisite for obtaining federal-aid funding through programs such as Local HSIP; and

**WHEREAS**, Local HSIP funds are managed by Caltrans Division of Local Assistance, who issues calls for projects, evaluates project applications and administers the award of funding; and

**WHEREAS**, a call for projects for Cycle 12 of the HSIP was announced on May 6, 2024 with a submittal deadline of September 9, 2024; and

**WHEREAS**, the City of Tulare is seeking grant funding opportunities to assist in the delivery of projects that enhance the safety and quality of life of its citizens, including projects that would address the concerns and implement the strategies identified in the City of Tulare's 2022 Local Roadway Safety Plan; and

**WHEREAS**, applications and supporting documentation for federal-aid funding must be prepared and submitted by an individual duly authorized to do so by the governing body of the local agency.

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

**Section 1.** The City Manager, or designee, is hereby authorized to submit applications for Cycle 12 of the Highway Safety Improvement Program (HSIP) to the California Department of Transportation (Caltrans).

**Section 2.** The City Manager is hereby authorized to execute in the name of the City of Tulare all grant application materials and supporting documentation required to complete the City of Tulare's Cycle 12 HSIP applications.

**PASSED, APPROVED, AND ADOPTED** by the Council of the City of Tulare this 3<sup>rd</sup> day of September 2024.

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Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

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**Department:** Finance  
**Submitted by:** Mark Roberts, Chief Financial Officer  
**Agenda Title:** Investment Management and Advisory Services Agreement

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## RECOMMENDED ACTION

Authorize the City Manager to 1) execute a professional services agreement with PFM Asset Management LLC for investment management and advisory services for the period of September 4, 2024, through December 31, 2027, with two additional one-year options; and 2) execute non-substantive modifications to the Agreement as necessary.

## SUMMARY

Currently, management of the investment of the City's funds is passively managed by Bank of New York with City staff placing the proceeds of maturing investments in the California Local Agency Investment Fund (LAIF) and the City's checking account. While these investments meet the objectives (in order) of safety of principal, liquidity, and return in accordance with of the City of Tulare's Statement of Investment Policy and California Government Code §53600.5, the City likely is not maximizing the potential for returns. And with its limited resources, City staff cannot manage its investment portfolio as efficiently or effectively as desired. Acquiring professional investment management and advisory services will enhance the potential for higher returns while adhering to the objectives of safety and liquidity; therefore, City staff has sought these services via the request for proposals process.

## Request for Proposals Process

The City issued a request for proposals ("RfP") for investment management and advisory services on June 24, 2024. The RfP was posted on the City's, California Purchasing Group's (BidNet Direct's), and California Society of Municipal Finance Officers' (CSMFO's) websites. Responses to the RfP were due by 5:00 pm on July 22, 2024.

The City received three proposals in response to the RfP. The firms submitting proposals, listed in alphabetical order, are:

- Chandler Asset Management, Inc.;
- Meeder Public Funds, Inc.;
- PFM Asset Management LLC.

A selection panel reviewed the proposals, and all the responding firms were invited to deliver presentations and be interviewed by the panel on August 16, 2024. The selection panel included the following members:

- Josh McDonnell, Assistant City Manager;
- Melanie Gaboardi, Assistant Director of Finance;
- Jason Bowling, Chief Technology Officer.

To rank the firms and provide a recommendation to the City Council, the interview panel considered:

- demonstrated understanding of the work/services required;
- relevant experience with California municipal governments;
- commitment of the firm’s personnel who would be assigned to the City’s portfolio;
- proposed investment management and investment advisory methodology; and
- cost of services.

After reviewing and considering each proposal, PFM Asset Management, Inc. was selected for the engagement.

**About PFM Asset Management, LLC (from submitted proposal):**

PFM Asset Management, LLC (“PFMAM”) is an investment adviser registered with the US Securities and Exchange Commission and a subsidiary of US Bancorp Asset Management (“USBAM”), Inc. USBAM is a subsidiary of US Bank National Association (“US Bank”). USBAM and US Bank are, respectively, indirect and direct subsidiaries of US Bancorp.

PFMAM has been in business under its present name for 23 years, but its professionals have managed funds for public entities nationwide since 1980. In California, it has managed public funds since 1989, when it first started administering and advising on the California Investment Management Program. In 2001, PFMAM was created as the entity through which we provide investment advisory services. In December 2021, PFMAM was purchased by USBAM.

As of March 31, 2024, PFMAM managed \$244.8 billion in assets for clients across the United States, including \$192.0 billion in discretionary assets under management. In California, PFMAM manages and advises on \$85.6 billion in assets for 212 clients, including \$26.8 billion for 73 city clients.

**FISCAL IMPACT & FUNDING SOURCES**

As noted above, it is anticipated PFMAM’s management of the City’s investment portfolio will earn greater returns than the City’s current passive management would. Due to the volatility of financial markets and fluctuations in interest rates and the impact of investment directives, it is not possible to accurately calculate the overall fiscal impact of the recommended agreement, however.

PFM’s annual investment management fees will be based upon the average balance of assets under its direct management, in accordance with the following schedule:

<u>Assets under Management</u>	<u>Annual Investment Management Fee</u>
First \$100M	0.07% (7 basis points)
Next \$100M	0.06% (6 basis points)
Next \$100M	0.05% (5 basis points)
Next \$100M	0.04% (4 basis points)
Assets in excess of \$400M	0.03% (3 basis points)

\* Annual minimum fee of \$40,000.

These fees are all-inclusive for the services PFMAM will provide; however, these fees do not include custody fees the City may incur for third party custodial services, which are minimal.

The following table illustrates examples of fees assessed by PFMAM based upon its “blended” rate (i.e., the effective rate resulting after application of the fee rates to the portfolio’s balance according to the schedule above) at different asset levels:

Assets Managed	Annual Fee Rate	Annual Fee
\$75M	7 bps	\$40,000 *
\$125M	6 bps	\$75,000
\$150M	6 bps	\$90,000

\* Annual minimum fee.

PFMAM’s fees will be deducted from the investment portfolio’s assets.

### **LEGAL REVIEW**

The agreement requires the City Attorney’s approval as to form prior to execution by the City Manager.

### **ALTERNATIVE ACTION**

1. Approve
2. Deny
3. Table

If the execution of the proposed agreement is not authorized, the City may incur the opportunity cost of lower investment returns.

### **ATTACHMENTS**

1. Consulting Services Agreement

Reviewed/Approved:     JM

**CONSULTING SERVICES AGREEMENT**

This **CONSULTING SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of the fourth day of September 2024, (“Effective Date”), by and between the **CITY OF TULARE** (the “City”) and PFM Asset Management LLC, a limited liability company (“Consultant”).

Upon the following terms and conditions of this Agreement, the City desires to retain Consultant to perform the following:

**1. PROFESSIONAL SERVICES.**

Consultant will provide investment management and advisory services under the terms and conditions of this Agreement at the direction of the City Manager or his/her Designee. The scope of work to be performed by Consultant is provided for in Exhibit “A” attached hereto and incorporated herein by reference.

**2. COMPENSATION.**

As sole compensation for the performance of the services, the City hereby agrees to pay Consultant monthly for services rendered to the City pursuant to this Agreement based upon the average market value of the City’s assets under management by Consultant according to the rates of compensation as set forth in Exhibit “B” attached hereto. Consultant will receive no royalty or other remuneration for the production or distribution of any products developed by the City or by Consultant in connection with, or based upon, the services.

**3. BILLING.**

Consultant’s fees shall be charged in arrears monthly and debited directly from the balance of the City’s assets under management by the Consultant. Consultant shall submit to the City a statement monthly, prepared in a form satisfactory to City, describing its services and costs for the period covered by the statement. Statements shall be in full accord with any and all applicable provisions of this Agreement.

**4. OWNERSHIP OF DOCUMENTS.**

Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City’s behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant. The provisions of this Section 4 shall survive the termination of this Agreement for any reason.

**5. TERM.**

This Agreement shall commence on the Effective Date and shall terminate on December 31, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties upon the same terms and conditions for two (2) additional one- (1-)year terms and may be terminated only pursuant to the terms of this Agreement.

**6. INDEPENDENT CONTRACTOR.**

Consultant is an independent contractor and is not an agent or employee of the City. Consultant has no authority to bind the City by contract or otherwise. Consultant will perform the professional services under the general direction of the City Manager or his/her Designee, subject to the requirement that Consultant shall, at all times, comply with applicable law. Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums (if required), sales taxes, use taxes, personal property taxes, or other taxes or assessments now, or hereafter, in effect and payable by reason of, or in connection with, the services performed by Consultant. Consultant shall be required to possess a valid and current City of Tulare Business Tax Certificate.

**7. WARRANTY.**

By executing this Agreement, Consultant agrees the services it will perform under this Agreement will be of a professional quality conforming to generally accepted industry standards and practices and that Consultant shall maintain all required licenses and certifications necessary for performance of the services hereunder. Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted industry practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the services rendered under this Agreement.

**8. INDEMNIFICATION AND HOLD HARMLESS.**

Consultant and the City shall indemnify and hold each other and each of its officers, officials, agents, volunteers, and employees harmless from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by the other or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of their own negligent or willful acts. Consultant's obligations under the preceding sentence shall not be applicable to claims arising from Consultant's lawful performance of official governmental services under this agreement to the extent Consultant's acts are official acts under the California Governmental Torts Claim Act. This Paragraph 8 shall survive termination or expiration of this Agreement.

## **9. INSURANCE.**

Consultant shall provide proof of, and maintain during the term of this Agreement, insurance coverage as follows:

- A. Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.
- B. Cybersecurity, Privacy, and Network Security Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
- C. Errors and Omissions coverage, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000), and Consultant shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- (4-)year period, Consultant shall use Consultant's best efforts to ensure there is no change of the retroactive date on this insurance coverage.
- D. Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.
- E. If any travel by auto is to be done on behalf of the City, a comprehensive Auto Liability coverage, including (as applicable) owned, non-owned, and hired autos in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.
- F. The City of Tulare Risk Manager is hereby authorized to adjust the requirements set forth above in the event s/he determines such adjustment is in the City's best interest.

## **10. ACCESS TO RECORDS.**

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials, including, but not limited to, calculations and notes relating to work performed for the City under this Agreement, on file for at least three (3) years following the date of final payment to Consultant by the City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

## **11. TERMINATION.**

Either party may terminate this Agreement upon five (5) days' notice to the other party for any reason or no reason. In the event the City terminates this Agreement, Consultant shall cease all work as of the termination date after receiving notice from the City, unless otherwise advised by the City, and shall invoice the City for all services performed and related costs incurred pursuant to this agreement up to such termination date.

**12. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.**

Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

**13. NOTICE.**

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

- (a) **City of Tulare:**  
Chief Financial Officer  
City of Tulare  
Department of Finance  
City Hall, 411 E. Kern Ave.  
Tulare CA 93274
  
- (b) **Consultant:**  
Lesley Murphy, Director  
PFM Asset Management LLC  
1 California St., Ste 1000  
San Francisco, CA 94111

**14. EXHIBITS INCORPORATED.**

All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

**15. JURISDICTION AND VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Tulare, and City of Tulare, excluding that body of law pertaining to conflict of laws. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Tulare or in the appropriate federal court with jurisdiction over the matter.

**16. SEVERABILITY.**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**17. ASSIGNMENT.**

Consultant may not assign Consultant's rights or delegate Consultant's duties under this Agreement without the prior written consent of the City. Any attempted assignment or delegation without such consent will be void.

**18. WAIVER.**

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**19. EQUITABLE REMEDIES.**

Because the services to be performed by Consultant are personal and unique and because Consultant will have access to the City's confidential information, the City will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies the City may have for a breach of this Agreement.

**20. ENTIRE AGREEMENT.**

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Consultant's invoices shall be superseded by the terms and conditions of this Agreement.

**21. NO WAIVER OF RIGHTS.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed the **CONSULTING SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

**CITY OF TULARE**

**CONSULTANT**

\_\_\_\_\_  
City Manager

**Approved as to Form:**

\_\_\_\_\_  
MARIO ZAMORA,  
City Attorney

## **Exhibit A – Scope of Services**

Investment management and advisory services may include, but are not limited to, assisting the City of Tulare (“City”) to:

- providing management and advisory services for the City's investment portfolio;
- developing and implementing sound investment strategies which will maximize the portfolio's performance within the parameters of the adopted investment policy and California government codes;
- providing technical and fundamental market research, including yield curve analysis;
- providing credit analysis of investment instruments in the portfolio;
- providing monthly investment reports for the portfolio detailing holdings, composition and sector analysis, return, weighted average maturity, and daily transaction activity;
- providing the City with on-line access to its current investment account information;
- providing semi-annual and annual performance reports as needed;
- reviewing safekeeping and custodial procedures and agreements;
- at a minimum, delivering semi-annual presentations to the City Council of the City of Tulare on the performance of the City's portfolio;
- at a minimum, meeting with City staff on a quarterly basis to review the investment portfolio and investment performance;
- as needed or requested, advising the City on recommended changes to its investment policy based upon legislative changes and other relevant market conditions and attending the City Council meeting in which the update to the investment policy is presented, if requested by the City;
- assisting the City in analyzing its cash flow requirements to determine the amount of funds to be invested;
- assisting the City in determining its investment risk tolerance and appropriate portfolio benchmark;
- assisting the City in preparing staff report narratives regarding portfolio performance, economic analysis, and investment policy and legislative changes and impacts;
- assisting the City with preparation of Cash & Investments section in the notes to the financial statements of the City’s annual comprehensive financial report as needed;
- providing other services as agreed upon.

**Exhibit B – Fees**

Annual investment management fees of PFM Asset Management LLC (“Consultant”) will be based upon the average balance of assets under its direct management, in accordance with the following schedule:

<u>Assets under Management</u>	<u>Annual Investment Management Fee *</u>
First \$100M	0.07% (7 basis points)
Next \$100M	0.06% (6 basis points)
Next \$100M	0.05% (5 basis points)
Next \$100M	0.04% (4 basis points)
Assets in excess of \$400M	0.03% (3 basis points)

\* Annual minimum fee of \$40,000.

These fees are all-inclusive for the services Consultant will provide; however, these fees do not include custody fees the City may incur for third party custodial services.

Fees are charged monthly in arrears based on the daily net assets under management on an amortized cost basis, including accrued interest, for the month. The fee schedule does not apply to assets held in any local government investment pool. No fees would be charged for funds invested by Consultant in the California Local Agency Investment Fund.



# Staff Report

Meeting: City Council  
Date: September 3, 2024

Item #: 8.1  
Public Hearing

**Department:** Community Development - Housing  
**Submitted by:** Gladys Avitia, Housing and Grants Specialist  
**Agenda Title:** Proposed 2023 Consolidated Annual Performance Evaluation Report

## RECOMMENDED ACTION

Adopt a resolution approving the 2023 Consolidated Annual Performance Evaluation Report (CAPER) as presented; and authorize the City Manager or his designee to submit the CAPER to HUD on behalf of the City of Tulare.

## SUMMARY

The City’s Community Development Department (CDD), in cooperation with other departments, oversees most federal and state grants addressing community development and social service issues. In order to utilize Community Development Block Grant (CDBG) and other federal grants on a yearly basis, CDD staff must prepare Annual Action Plans (AAP) and Consolidated Annual Performance Evaluation Reports (CAPER). An AAP identifies service levels and anticipated budgets on all activities ahead of each program year, while a CAPER describes the City’s progress toward achieving the goals set under a current Consolidated Plan. Copies of current and previous Annual Action Plans, Consolidated Plan, and CAPERs are available on the CDD webpage at: <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notice>.

The 2023 CAPER details the outcomes of activities and projects implemented with CDBG funds between July 1, 2023, and June 30, 2024. During this period, the City committed a total of \$788,405 in CDBG funds across five (5) activities with goals aligned to the City’s Consolidated Plan. The specific CDBG activities implemented during the 2023 Program Year are listed in Tables 1 and 2 below.

**Table 1 – 2023 CDBG Activities**

<b>Consolidated Plan Goal</b>	<b>Activity and Funding Commitment</b>
Public Infrastructure	<ul style="list-style-type: none"> <li>Street &amp; Utility Improvements - Apricot &amp; Academy Project - \$310,022</li> </ul>
Support homeless and public services	<ul style="list-style-type: none"> <li>Funding for a Licensed Marriage Family Therapist (LMFT) with Salt + Light to provide group therapy services to recently housed clients from the Encampment Resolution Project at the Santa Fe Commons- \$19,700</li> <li>Street outreach, case management and housing navigation with Kings View PATH - \$89,313</li> </ul>
Preserve and develop affordable housing	<ul style="list-style-type: none"> <li>Minor home repair and rehabilitation program with the Habitat for Humanity of Tulare / Kings Counties - \$224,000.</li> </ul>
Maintain effective program administration and planning	<ul style="list-style-type: none"> <li>Personnel and operating costs incurred by Community and Economic Development Department - \$145,370</li> </ul>

<b>Total number of activities and amount of CDBG funds</b>	<b>Five (5)</b> • <b>\$788,405</b>
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## **2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

Of the five activities undertaken in Program Year 2023, one successfully met its original goal. Unforeseen challenges required a mid-year amendment, including changes in the scope of work due to a hiring shortfall and the postponement of the public infrastructure activity to the following program year because of cost and financing concerns after bid results. Subrecipients successfully adapted their scope of work and/or amended their budgets to deliver impactful housing rehabilitation and homelessness service. The City maintained an adequate spend down ratio with HUD and reallocated a larger than usual balance of CDBG funds in the subsequent program year to the aforementioned project that will initiate in the new fiscal year.

Program administration and planning costs remained below the mandated 20 percent threshold, and total public service expenditures stayed under the 15 percent limit. In total, the City expended \$383,694 in Program Year 2023, representing about 48 percent of all CDBG funds. The draft of the 2023 CAPER provides a more detailed account of both service-level and financial outcomes.

### **FISCAL IMPACT & FUNDING SOURCE(S)**

Community Development Block Grant Funding for Fiscal Year 2023 (Fund 077)

### **LEGAL REVIEW**

This item does not require legal review.

### **ALTERNATIVE ACTION**

If the draft 2023 CAPER is not adopted at this or a subsequent meeting, the City may risk being out of compliance with the Department of Housing and Urban Development.

1. Approve with changes
2. Deny: Reject the proposed 2023 CAPER and request revision(s) to the report for City staff to present at a future City Council meeting. This will delay submission of a 2023 CAPER and may place the City out of compliance with the U.S. Department of Housing and Urban Development.
3. Table: Reschedule consideration of this item to a future City Council meeting. This will delay submission of a 2023 CAPER and may place the City out of compliance with the U.S. Department of Housing and Urban Development.

### **ATTACHMENTS**

1. Resolution
2. Draft 2023 Consolidated Annual Performance Evaluation Report

**Reviewed/Approved:     JM**

# ATTACHMENT 1

## RESOLUTION 2024-XX

### A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE APPROVING THE CITY OF TULARE PROGRAM YEAR 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**WHEREAS**, the City of Tulare receives Community Development Block Grant (CDBG) allocations as an entitlement jurisdiction from the government of the United States under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG Program; and

**WHEREAS**, HUD requires that entitlement jurisdictions complete an annual evaluation of their grant programs through a report known as the Consolidated Annual Performance Evaluation Report (CAPER); and

**WHEREAS**, a public notice announcing the availability of the CAPER on the 2023 Program Year and the 15-day public comment period for the CAPER was published on August 16, 2024, in the Visalia Times Delta and Tulare Advance-Register; and

**WHEREAS**, a minimum 15-day public comment period will close on September 03, 2024, and, the City Council will consider all information related to the 2023 Program Year CAPER, including any comments provided during the review period, public meeting, and/or public hearing; and

**WHEREAS**, the City of Tulare expended \$383,694, about 48 percent of the total available CDBG funds, across five (5) different activities during the 2023-2024 Program Year.

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

**Section 1.** Program Year 2023-2024 Consolidate Annual Performance Evaluation Report (CAPER) is hereby approved.

**Section 2.** The City Manager, or designee, is hereby authorized to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD).

**Section 3.** City staff is hereby authorized to make minor modifications and/or necessary corrections to the CAPER as required by HUD.

**PASSED, APPROVED, AND ADOPTED** by the Council of the City of Tulare this  
3<sup>rd</sup> day of September 2024.

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Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk



# 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Department  
411 East Kern Avenue  
Tulare, CA 93274  
[www.tulare.ca.gov](http://www.tulare.ca.gov)  
559-684-4222

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## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2023 Program Year is the fourth of five years within the City of Tulare’s current Consolidated Plan (2020-2024) and accounts for activities undertaken between July 1, 2023, and June 30, 2024. The 2023 Consolidated Annual Performance and Evaluation Report (CAPER) describes the City’s progress toward achieving the strategic goals identified in the Consolidated Plan, and presents outcomes of mostly activities implemented with Community Development Block Grant (CDBG) funds available to the City of Tulare.

The City committed a total of \$793,504 in CDBG funds, which consisted of a 2023 CDBG award of \$721,914, program income received in the amount of \$5,100 during fiscal year 2023, and the reallocation of \$66,490 in funds remaining 2023 CDBG award.

Through agreements with community based organization and across different City of Tulare Departments, the City implemented activities that met strategic goals of the Consolidated Plan. In Program Year 2023, projects addressed goals including homeless services and prevention efforts and, affordable housing preservation. Additionally, the City closed out the previous CARES Act CDBG activity this program year.

The majority of CDBG activities satisfied their service goals. The City maintained compliance with CDBG Program requirements concerning spending and timely performance. Program administration and planning costs remained below the mandated 20 percent threshold. Additionally, the total public service expenditures remained below the 15 percent threshold. And with respect to the CDBG Program timely performance rule, a PR 56 report indicates an adjusted draw ratio of 0.89 from a test on May 2, 2024. This is nearly 0.5 point under the maximum of 1.50, and as such, indicates effective activity implementation and correspondencing expenditures. In Program Year 2023, the City spent \$383,693, representing approximately 48 percent of all CDBG funds. Expenditures were lower than anticipated due to the delay of a public infrastructure project, which is scheduled to take place the following program year.

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Of the five activities undertaken in Program Year 2023, one successfully met its original goal, and Habitat for Humanity even increased its target, completing 75% of its revised service goal. Although four activities did not fully satisfy their service level goals, they made significant progress. Kingsview adapted its approach mid-year, providing valuable case management and housing navigation services due to challenges in hiring a Licensed Clinical Social Worker. Self-Help Enterprises offered group therapy and services to improve housing stability for residents who were committed to participating. The public infrastructure project, though delayed due to higher-than-anticipated bids, is scheduled to proceed in the following program year.

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

Goal	Category	Funding Source	Amount of Funds Committed FY23-24	Indicator	Unit of Measure	Expected - Strategic Plan	Actual - Strategic Plan	Percent Complete	Expected - Program Year	Actual - Program Year	Percent Complete -	Notes
Assist with development or renovation of housing	Affordable Housing	CDBG	\$224,000.00	Homeowner Housing Repair & Rehabilitation	Households - Housing Unit	57	32	56.1%	20	15	75.0%	Minor repair and rehabilitation work at single-family residential units.
Assist with development or renovation of housing	Affordable Housing	HOME	\$497,355.00	Direct Financial Assistance to First-Time Homebuyers and/or Rehabilitation	Households Assisted	0	8		3	1	33.3%	HOME Program Contract with the CA Housing & Community Development Dept. for a Homebuyer Assistance and Owner Occupied Rehab Programs.
Fund efforts to provide services for homeless	Homeless Services	CDBG	\$109,013.00	Public Service activities other than low / moderate income housing benefit	Persons Assisted	1250	913	73.0%	129	47	36.4%	Two (2) activities: 1 providing street outreach, services coordination, and housing navigation for people experiencing homelessness. 1 providing recently housed individuals with group therapy and services to improve housing stability.
Support economic development efforts	Non-Housing Community Development	CDBG	\$0.00	Public Service activities other than low / moderate income housing benefit	Persons Assisted	30	6	20.0%	0	0	#DIV/0!	Job training and placement services program for low- and moderate-income persons and people experiencing homelessness. No activities in FY23-24.
Improve quality & availability of public facility	Non-Housing Community Development	CDBG	\$0.00	Public Service activities other than low / moderate income housing benefit	Persons Assisted	19330	11225	58.1%	905	0	0.0%	Physical infrastructure (e.g., utility system, sidewalk, lighting) and facilities (e.g., parks) improvements in low-moderate income areas within the City. Address safety, environmental, and/or regulatory needs.
Program Administration	N/A	CDBG	\$145,370.00	Not applicable								Use of CDBG 2023 funds for general program administrative, communications, supplies, and other City led work in support of FY23-24 activities.

**Table 2 - Summary of Annual Action Plan Goals**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Infrastructure and Facilities Improvements	2022	2023	Non-Housing Community Development	LMA	Meet safety, accessibility, and regulatory standards within public right of ways and parks.	CDBG: \$0	Public Infrastructure or Facility Project(s) other than Low/Moderate Income Housing Benefit: 905 Persons Assisted
2	Homeless Services	2022	2023	Public Services	Citywide	Provide outreach, case management, housing placement services for people experiencing homelessness.	CDBG: \$109,013	129 LMI Persons Assisted
3	Affordable Housing	2022	2023	Affordable Housing	Citywide	Foster access to affordable housing for low- and moderate-income households and special populations.	CDBG: \$224,000	Minor Home Rehab: 20 LMI Households
4	Public Services	2022	2023	Public Services	LMA	Foster human capital and quality of life improvements for low- and moderate-income persons through job-training and	CDBG: \$0.00	N/A

						placement services.		
5	Program Administration	2022	2023	Administration	Citywide	Improve transparency, public involvement, and compliance with federal, state, and local regulations; Advance fair housing education and resources.	CDBG: \$145,370	N/A

**CR-10 - Racial and Ethnic composition of families assisted**

Describe the families assisted (including the racial and ethnic status of families assisted).  
91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

**CR-10 - Racial and Ethnic composition of People / Households Assisted  
Fiscal Year 2023 - 2024**

Racial / Ethnic Status (Self-Reporting)	CDBG
White	55
Black or African American	6
Asian American	0
Native American or Alaskan	0
Native Hawaiian or Other Pacific Islander	0
Other - Multiracial	0
Unreported	1
<b>Total Number of Participants</b>	<b>62</b>
Hispanic - Latino	38

Table only includes beneficiaries of CDBG public service and affordable housing activities in Program Year 2023 and reflects both self-reporting and the lack thereof by participants. People reporting a Hispanic background may be of any race and are included in other racial groups, such as white, other, etc.

Racial / Ethnic Status	U.S. Census Estimate (% of Total Pop.) for City of Tulare	CDBG (% of All Recipients)
White	28.8%	88.7%
Black or African American	3.7%	9.7%
Asian American	1.5%	0.0%
Native American or Alaskan	1.2%	0.0%
Native Hawaiian or Other Pacific Islander	0.2%	0.0%
Hispanic or Latino	64.2%	61.3%

Table compares U.S. Census Quick Facts "Tulare City - Race and Hispanic Origin" data based on 2019 American Community Survey information to the City's CDBG and CDBG-CV racial / ethnic status rates calculated with CR-10 Table totals. The overall data collection methodologies between U.S. Census and the City's are substantially different and the data presented should not be reproduced and/or cited as rigorous.

**Narrative**

CDBG and all other federal and state resources committed to activities within the City of Tulare involve a directive to connect with and serve low-income and underrepresented racial / ethnic groups. The City's recent update of their Analysis of Impediments to Fair Housing Choice and Citizen Participation Plan, outlined population demographics and approaches on how to facilitate equitable access to federal and state financed programs. Compared to U.S. Census estimates of the City's racial and ethnic makeup, the City must work to improve participation in CDBG activities among people with Latino(a), Native American, Native Hawaiian or other Pacific Islander, and Asian American ethnic backgrounds. Ongoing assessment of the outreach, intake, and implementation methods of projects / activities, as well as consultation and input from community stakeholders, should facilitate the identification and remedy of barriers to the equitable distribution of services.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	793,505	383,694

Table 3 - Resources Made Available

### Narrative

The City committed a total of \$793,505 in CDBG funds, which consisted of a direct allocation in the amount of \$721,914 for Program Year 2023, program income received in the amount of \$5,100 during the program year, and a balance remaining from the 2022 Program Year in the amount of \$66,490. Total expenditures equaled \$383,694 on activities between July 1, 2023, and June 30, 2024. This represents an expenditure rate of about 48 percent.

Additionally, the City continued a partnership with Self-Help Enterprises to administer programs under a 2018 and 2019 HOME Investment Partnerships (HOME) contract with the California Department of Housing and Community Development. These two HOME contracts, combined with available program income, provided the City with upwards of \$497,355 to implement a first-time homebuyer assistance (FTHB) and an owner-occupied rehabilitation (OOR) program. Less than 5 percent of the contract is set aside for general administration costs. During the 2023 Program Year, two (2) income eligible households received loans under the OOR program, for a sum of \$23,628.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	43	0	Funds will be available citywide
Low/Moderate-Income Areas (LMA)	57	60	

Table 4 – Identify the geographic distribution and location of investments

### Narrative

Sixty percent of this year's allocation was designated for the citywide target area. However, due to the postponement of the City's public infrastructure project, we were unable to allocate any funding to this area

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

As in previous program years, the City committed funds to Family Services of Tulare County, a regional nonprofit that provides case management for individuals and families receiving housing vouchers through HUD's Tulare Housing First, Tulare Housing First II, and Tulare Housing First II Bonus grants.

The City actively pursues state and local funds to support programs and projects aimed at preserving and developing affordable housing. For example, the City applied for the 2022-2023 HOME Notice of Funding Availability (NOFA) and is currently awaiting notification of potential awards. If awarded, the City will receive \$500,000. Additionally, the City applied for and was awarded \$1.5 million through the Manufactured Housing Opportunity & Revitalization Program (MORE) NOFA to assist residents with mobile home repairs.

To date, the City has received two HOME Program awards/contracts from the California Department of Housing and Community Development. Along with program income from loan repayments under past state HOME and CalHome Program contracts, the City, in partnership with Self-Help Enterprises, has built an applicant pool and issued loans to facilitate homeownership opportunities and preserve existing housing stock for local low-income households.

In January 2023, City staff prepared a project plan for California's Encampment Resolution Funding (ERF) Grant Program Second Round, which included a commitment of CDBG funds for Program Year 2023-2024. The City of Tulare was awarded \$4,800,000 to expand and enhance services for an existing ERF project, focusing on unsheltered individuals. This grant, combined with CDBG funds, enables the provision of a licensed clinical social worker to guide care for over 90 unhoused ERF clients in Program Year 2023-2024. The ERF project continues to offer a mix of hygiene, case management, housing navigation, behavioral health, medical care, housing subsidies, and other essential services.

While no publicly owned land or property was utilized to meet Consolidated and/or Annual Action Plan needs during Program Year 2023, the City remains committed to exploring opportunities to contribute available land or property to achieve existing or new goals.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	N/A
2. Match contributed during current Federal fiscal year	N/A
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	N/A
4. Match liability for current Federal fiscal year	N/A
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	N/A

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 6 – Match Contribution for the Federal Fiscal Year

**HOME MBE/WBE report**

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
N/A	N/A	N/A	N/A	N/A

Table 7 – Program Income

<b>Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period</b>						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Number	N/A	N/A	N/A	N/A	N/A	N/A
Dollar Amount						
<b>Sub-Contracts</b>						
Number	N/A	N/A	N/A	N/A	N/A	N/A
Dollar Amount						
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Number	N/A	N/A	N/A			
Dollar Amount						
<b>Sub-Contracts</b>						
Number	N/A	N/A	N/A			
Dollar Amount						

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	N/A	N/A	N/A	N/A	N/A	N/A
Dollar Amount						

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		N/A		N/A		
Businesses Displaced		N/A		N/A		
Nonprofit Organizations Displaced		N/A		N/A		
Households Temporarily Relocated, not Displaced		N/A		N/A		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	N/A	N/A	N/A	N/A	N/A	N/A
Cost	N/A	N/A	N/A	N/A	N/A	N/A

**Table 10 – Relocation and Real Property Acquisition**

**CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of Homeless households to be provided affordable housing units	30	30
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>10</b>	<b>10</b>

**Table 11 – Number of Households**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of households supported through Rental Assistance	5	2
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	20	15
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>20</b>	<b>0</b>

**Table 12 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Setting service goals (e.g., number of households to assist) for an Annual Action Plan occurs prior to the onset of a Program Year involves an estimate on performance with consideration of ideal and adverse conditions. The City’s partners met and/or exceeded most service goals in Program Year 2023. First, the City leveraged CDBG funds to continue street outreach, case management, and housing navigation services for people experiencing homelessness. The subrecipient, Kings View, facilitated exits to permanent housing for over 30 unhoused clients in FY2023. The City’s Rental Assistance Program,

administered with State HOME Funds, specifically program income, remains in high demand. As a partner, the Housing Authority of Tulare County, intends to assist upwards of 10 low-income households within a year. The City and Self-Help Enterprises issued no loans under a HOME first-time homebuyer assistance program, due to a state mandated suspension of this activity. Self-Help issued two (2) loans to income-eligible households for substantial rehabilitation work in FY 2023. Of note, the programs operating with HOME funds do not follow the same performance timeline as projects with CDBG funds. Given the sizable applicant pool, the City anticipates the ability to expend most 2019 HOME grant funds and available program income in a timely manner.

**Discuss how these outcomes will impact future annual action plans.**

Housing rehabilitation projects with CDBG and HOME funds are underutilized. City staff and its subrecipients are in a position to identify existing multi- and single-family properties in-need of rehabilitation. Minor and substantial rehabilitation projects help the City preserve existing units that often prove more affordable to low- and moderate-income households and involve lower project costs to accomplish than new construction. Given the City’s goal to meet their Regional Housing Needs Assessment targets, City staff must establish additional partnerships and/or gather appropriate financing to build and preserve housing that is affordable to low- and moderate-income households. At minimum, the City may use CDBG and/or other funds as capital contributions to projects that facilitate the construction of new permanent supportive and other types of affordable housing for low-income and/or special populations. And to increase capacity, the City applied and may receive a 2022-2023 HOME grant in the amount of \$500,000 in the Fall of 2024 to bolster the reach of its TBRA, FTHB, and OOR activities.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>
Extremely Low-income	49
Low-income	11
Moderate-income	2
<b>Total</b>	<b>62</b>

**Table 13 – Number of Households Served**

**Narrative Information**

Over half of the households served were classified as extremely low-income.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

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

The region's Continuum of Care agency, the Kings Tulare Homeless Alliance (KTHA), with the City of Tulare and other member organizations conducted a 2024 Point in Time (PIT) count on the days of January 23-24, 2024. Volunteers canvassed locations where people experiencing homelessness tend to congregate including encampments, libraries, food distribution sites, etc.. The PIT Report provides a snapshot of the people experiencing homelessness in Tulare and Kings Counties. A change in outreach methodology, as well as, the weather, number of volunteers, and the volunteers' ability to locate and engage people experiencing homelessness, may strongly influence the results of the PIT count. The year-to-year growth in the number of unsheltered people grew by about 6 percent, from 284 in 2023 to 302 in 2024. Details on the profile and needs of this unhoused population are available at <https://www.kthomelessalliance.org/pit>.

Additionally, the City committed CDBG funds in FY 2023 Kings View to bolster and sustain their street outreach, case management, and housing navigation services for unhoused people within the City. Their outreach requires enrollment with the Coordinated Entry System and completion of VI-SPDAT assessments for their unsheltered clients. And when combined with Encampment Resolution Funding (ERF) Program investments, two additional community based organizations (e.g., Salt+Light Works and Kings Tulare Homeless Alliance) and this CDBG subrecipient served about 120 unsheltered people at any given time during FY 2023. Coordination and triage tactics are essential so that chronically unhoused and those with a physical and/or behavioral health issue receive services and housing in a timely manner.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

City of Tulare, with eleven (11) contractors, continued its ERF project for the benefit of 120 unhoused clients. Over the course of the year, three ERF case managers and counterparts at the County Health and Human Services Agency, facilitated exits to interim and/or permanent housing for 70 people (this includes families with children). An investment of an ERF grant in the amount of \$990,000 to Self-Help Enterprises, owner of the "Eden House" a bridge housing facility with support services on-site, permitted the reservation of 8 beds / rooms over a three-year period that began on January 1, 2024. Case Managers will lead referrals to this facility and aim to secure stays for upwards of 16 clients per year. And similar to FY2022, the City

committed an additional \$250,000 in Housing Successor Agency funds to the Lighthouse Rescue Mission and Community Impact Corps for operating expenses of their 60 bed over night shelter. Collectively, these ERF and Housing Successor allocations provide two different emergency shelter options for clients and account for about 1/5 of the entire unsheltered population.

Lastly, the City completed architectural and engineering designs for the construction of a 21,000 square foot emergency shelter complex with congregate and non-congregate settings and a separate village composed of sixteen stand-alone 100 square foot dwelling rooms. The latter will function as transitional housing for people with or without behavioral health treatment needs. The City possesses all construction financing and will commence site improvement and construction of all buildings by the Fall of 2024. State ERF and Permanent Local Housing Allocation funds, together with federal ARPA and EDI CPF awards, represent nearly 2/3 of all construction financing. Partnerships with the Tulare County Health and Human Services Agency, Kings Tulare CoC, Kings View, Lighthouse Rescue Mission, and other organizations are central to the operation and outcomes of this forthcoming emergency shelter complex, which is set to open in FY 2025.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Current and future plans to coordinate and form agreements with County of Tulare Departments, including Health and Human Services and Probation, the Housing Authority of Tulare County, and regional healthcare providers such as Adventist Health, are part of the City's efforts to identify at-risk subpopulations and implement programs that focus on service utilization and housing placement and retention. In FY2023, the City established protocols and an agreement with RH Community Builders through the state Cal-AIM program to offer recently housed clients of the ERF program an option for Enhanced Care Management and Community Supports. Only clients that are Medi-Cal or Medicare eligible may utilize these Cal-AIM services.

Research and planning around behavioral health treatment spaces and respite care for people exiting health care and/or County facilities is ongoing. Cal-AIM and other state and federal grant programs are likely to be leveraged at the City's future emergency shelter complex to offer actual beds and the appropriate facilities or linkages to off-site care for low-income individuals or families that require support following contact with public and private institutions.

**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 contributed Housing Successor funds in the amount of \$33,000 to Family Services of Tulare County to continue their case management efforts with Tulare households at-risk of homelessness. Family Services of Tulare County is able to leverage Housing First grants and provide 12 chronically homeless individuals with a voucher for permanent supportive housing, coupled with case management and other supportive services to increase the likelihood of housing retention and self sufficiency.

Under the ERF program, the City expended about \$1.2 million in the form of operating subsidies at Madson Gardens and the Neighborhood Village permanent supportive housing projects. Collectively, people searching for permanent housing within the ERF project may utilize the 24 units reserved for clients over the next four years. And together with the investment of state Permanent Local Housing Allocation funds, about \$300,000 annually, to Self-Help Enterprises for their Santa Fe Commons I project, the City further expanded the amount of permanent supportive housing in the region for unhoused persons and solidified financing at said projects.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City of Tulare does not own or manage public housing. The Housing Authority of Tulare County (HATC), a partner agency to the City of Tulare, continued its stewardship of 365 public housing units within the City. The HATC did not develop or purchase additional public-housing units and/or remove any units from its inventory in Program Year 2023. However, the HATC completed Capital Fund improvements on a portion of the units in the City. Expenditures consisted of maintenance and rehabilitation work including roofing replacement, landscaping upgrades, carpet replacement, and air conditioning and heating system improvements.

### **Actions taken 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.

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 aids 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.

### **Actions taken to provide assistance to troubled PHAs**

The Housing Authority of Tulare County is not considered to be troubled.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken 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. 91.220 (j); 91.320 (i)**

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 continues to 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.

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 data 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 spur new development and rehabilitation projects and/or programs.

Recent actions taken during the reporting period that address barriers to and facilitate progress toward the City's affordable and inclusive housing goals include, but are not limited to, the following:

- Ongoing work on a comprehensive update of the City's Zoning Ordinance to include revisions that address any barriers to affordable housing and streamline zoning approvals for housing, including affordable housing, and a greater variety of housing types and sizes.
- Continued work on the update of the Housing Element for planning period 2024-2031, including a Housing Plan with implementation measures to facilitate housing for all needs in the community as well as policies to affirmatively further fair housing.
- 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 developers to develop multifamily designated land at the highest allowable density, including meetings with affordable housing developers to evaluate opportunity sites and collaborate on potential projects and grant opportunities to facilitate additional affordable housing production.
- Begin work on a city accessory dwelling unit (ADU) program to facilitate and assist in the development of ADUs.
- Ensure adequate infrastructure and public services for existing and planned residential.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City's Analysis of Impediments to Fair Housing Choice for 2020-2024 provides an overview of laws, regulations, and other possible obstacles that affect an individuals or households access to housing in the City. CDBG funds are regularly made available provide fair housing resources and/or services to promote safe, secure, and decent housing conditions for all individuals without regard to their race, color, religion, gender, national origin, familial status, disability, age, source of income or other characteristics protected by laws.

Additionally, the Housing Authority of Tulare County (HATC) continues to work on providing affordable, well maintained rental housing to very-low and low-income families in the City of Tulare. For example, HATC recently established a 5-year limit on assistance for non-elderly and non-disabled clients in relationship to their Housing Choice and Project Based Voucher Programs. This sought to shorten the time on waitlists among more vulnerable households.

The City of Tulare, through their partnership with the Kings Tulare Homeless Alliance (KTHA), continues to work to shorten the turnaround time for clients to receive a housing placement once enrolled in Coordinated Entry System (CES). All involved local service providers operating in the City of Tulare and surrounding areas may act as entry points to the CES through the Every Door Open approach. Prospective clients may also have an assessment completed by contacting United Way of Tulare County 2-1-1 and engaging KTHA Housing Navigators at the local initiative and navigation center events previously discussed.

#### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City continued to provide information to contractors on training and lead-based paint requirements. In addition, the City collaborated with the Habitat for Humanity of Tulare / Kings Counties and Self-Help Enterprises to ensure their housing rehabilitation programs maintain compliance with HUD regulations regarding lead-based paint hazards.

#### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The implementation of CDBG activities meeting the goals established in the 2020-2024 Consolidated Plan and 2023 Annual Action Plan help reduce the number of families experiencing poverty by:

- preserving the supply of housing that is affordable to low- and moderate-income households through rehabilitation work at single family units;
- fostering regional planning efforts, direct outreach, case management, and relief distribution on behalf of people experiencing and those at-risk of homelessness;
- providing job-training and placement services for low-income and other groups people with barriers to full-employment; and
- improving existing public infrastructure within low- and moderate-income areas.

In addition to these local efforts, State and Federal resources also contribute to reducing the number of

individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provide pathways out of poverty for families who are ready to pursue employment and educational opportunities. Additionally in California, the primary programs that assist families in poverty are CalWORKs, Cal Fresh, and Medi-Cal. These particular programs provide individuals and families with employment assistance, food subsidies, medical care, childcare and cash payments to meet basic needs. Additional services are available to assist persons with substance use and mental health challenges.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City did not execute and/or establish plans in 2023 to adjust 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 to implement public service, affordable housing, public infrastructure, and other important projects.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

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

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

In alignment with the City's current Analysis of Impediments to Fair Housing report, the City continued its observation of objectives and maintained an offering of funds for action items including -

- Interim analysis on how to eliminate housing discrimination in the City of Tulare;
- Distribution of resources on the subject of fair housing choice to all persons;
- Promotion of inclusive patterns with housing occupancy regardless of race, color, religion, sex, familial status, disability, and national origin;
- Promotion of housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities; and
- Build compliance with the nondiscrimination provisions of the Fair Housing Act.

The City of Tulare adheres to Fair Housing Compliance in a Coordinated Assessment System by conducting the following activities:

Affirmatively marketing housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities; where the City encounters a

condition or action that impedes fair housing choice for current or prospective program participants, the City will take action consistent with provisions in its Consolidated Plan; and provide program participants with information on rights and remedies available under applicable federal, state, and local fair housing and civil rights laws.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

**Technical Assistance** - Prior to implementation of CDBG activities, subrecipients meet with City staff to review policies and procedures. Subrecipient organizations are informed of CDBG federal regulations, retention, budget, scope of work, reimbursement procedures and reporting requirements. Subrecipient agreements contain detailed federal requirements, monitoring and reporting procedures. And throughout the Program Year, City staff provide ongoing technical assistance to promote compliance and successful performance.

**Monitoring** - The monitoring process involves desk audits of program reports, invoices, supporting documentation, and on-site monitoring reviews. The City completed risk assessments on each subrecipient. If compliance and/or performance issues were observed, then City staff would conduct an on-site monitoring visit. The monitoring visit will examine the use of funds, eligibility of the service area, eligibility of the intended beneficiaries, compliance with federal requirements, such as, the National Environmental Policy Act, the System for Award Management (SAM), debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 requirements, and 2 CFR Part 200 requirements according to CPD Notice 16-04. As part of this process, City staff monitors for potential fraud, conflict of interest, and mismanagement of CDBG funds.

**Audit Review** – Prior to entering into a contract agreement with the City, subrecipients expending more than \$750,000 in federal funds in the prior fiscal year are required to submit a copy of a Single Audit to ensure 2 CFR Part 200 requirements are being met. Subrecipients that do not require a Single Audit were required to submit Audited Financial Statements. This serves as additional monitoring means to evaluate the financial accountability of subrecipients.

**MBE/WBE** – Through a partnership with the Tulare Chamber of Commerce, the City promotes and encourages outreach and development of economic business opportunities of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) within the City.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City has adopted a Citizen Participation Plan (CPP) with the 2020-2024 Consolidated Plan to ensure that all citizens of Tulare, units of local government, nonprofit and private enterprises, and other interested parties are provided with the opportunity to participate in the planning and reporting process. From August 16 through September 3, the City of Tulare requested public comments on a draft of their 2023 Consolidated Annual Performance and Evaluation

Report (CAPER). The 2023 CAPER described outcomes of key projects and activities implemented with Community Development Block Grant (CDBG) and other federal funds between July 1, 2023, and June 30, 2024. A public meeting was held at the Tulare Public Library and a formal public hearing on the 2023 CAPER occurred on Wednesday, August 28. Announcement of a review and comment was published via notices in widely circulated newspapers, listserv and e-blasts reaching several hundred local entities, and through the social media and website platforms of multiple Departments with the City of Tulare. The public meeting provided an option for accomodation for people with a disability. \*City of Tulare staff received no comments on activities, accomplishments, and/or other intiatives described in the 2023 CAPER at any point during the 15-day period.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Tulare made one substantial amendment to the 2023 Program Year. Of the five anticipated activities, the Apricot and Academy Public Infrastructure Project did not proceed as planned. Additionally, the homeless services activity with Kingsview required a change in scope due to challenges in hiring a Licensed Clinical Social Worker, leading to the provision of a case manager/housing navigator instead. To review and approve these adjustments, City staff undertook a substantial amendment process.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-50 - HOME 24 CFR 91.520(d)**

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)**

Not applicable; the City of Tulare is not a Participating Jurisdiction. Reports for State funded program funds are administered through HCD.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

Not applicable; the City of Tulare is not a Participating Jurisdiction. Reports for State funded program funds are administered through HCD.

**Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)**

Not applicable; the City of Tulare is not a Participating Jurisdiction. Reports for State funded program funds are administered through HCD.

### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

**Table 14 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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**Table 15 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

The City's public infrastructure project was postponed this program year but is expected to proceed in the next. The project will focus on utility and sidewalk improvements in the low-to-moderate income area of Academy and Apricot.

# Appendix A – Financial and Activity Outcomes Appendix

## A1 – FY 2022 CDBG Allocation and Expenditure Totals

<b>CDBG FY23-24 Budget &amp; Expenditures by Activity</b>			
<b>Strategic Plan Need / Goal and Corresponding Activities</b>	<b>*Budget</b>	<b>Expenses through June 30, 2023</b>	<b>Percent of Budget</b>
<b>Support Homeless and Public Services</b>			
Homeless Services - Salt+Light Works	\$ 19,700	\$ 19,700.00	100.0%
Outreach and Case Management - Kings View	\$ 89,313	\$ 34,113.54	38.2%
<b>Subtotal:</b>	<b>\$ 109,013</b>	<b>\$ 53,813.54</b>	<b>49%</b>
<b>Preserve and Develop Affordable Housing</b>			
Minor Home Rehabilitation Program - Habitat for Humanity of Kings / Tulare Counties	\$ 224,000	\$ 219,319.36	98%
<b>Subtotal:</b>	<b>\$ 224,000.00</b>	<b>\$ 219,319.36</b>	<b>98%</b>
<b>Improve Public Infrastructure and Facilities</b>			
Apricot and Academy - Street and Utility System Improvements (EN0095)	\$ 310,021.76	\$ -	0%
<b>Subtotal:</b>	<b>\$ 310,021.76</b>	<b>\$ -</b>	<b>0%</b>
<b>Maintain Effective Program Administration and Planning</b>			
Costs incurred by City staff for CDBG program management, coordination, monitoring, and evaluation - Dept. of Community Development Housing and Grants Division	\$ 145,370.00	\$ 110,560.62	76%
<b>Total Budget and Expenses</b>	<b>\$ 788,405</b>	<b>\$ 383,694</b>	<b>48.7%</b>
*Activity budgets are a mix of CDBG allocations and/or program income; Initial funding commitments often change over the course of the program year without a formal amendment if the change is less than 25 percent; Total expenses for FY23-24 excludes \$5,100 in Program Income.			

# Appendix A2 – Summary of CDBG Activity Accomplishments

<b>Summary of Accomplishments - CDBG Activities FY23-24</b>				
<b>Strategic Plan Need / Goal and Corresponding Activities</b>	<b>Unit of Measure</b>	<b>Expected</b>	<b>Actual</b>	<b>Percent Complete</b>
<b>Support Homeless and Public Services</b>				
Case Management - Self-Help Enterprises	People	39	8	20.5%
Case Management - Kings View Inc	People	90	39	43.3%
<b>Subtotal:</b>		<b>129</b>	<b>47</b>	<b>36.4%</b>
<b>Preserve and Develop Affordable Housing</b>				
Minor Home Rehabilitation Program - Habitat for Humanity of Kings / Tulare Counties	Households	20	15	75.0%
<b>Subtotal:</b>		<b>20</b>	<b>15</b>	<b>75.0%</b>
<b>Improve Public Infrastructure and Facilities</b>				
*Apricot & Academy Utility System and Sidewalk Improvements - Dept. of Engineering	People in Census Tract	905	0	0.0%
<b>Subtotal:</b>		<b>905</b>	<b>0</b>	<b>0.0%</b>
<b>Total:</b>		<b>1054</b>	<b>62</b>	<b>5.9%</b>

**CR-10 - Racial and Ethnic composition of People / Households Assisted  
Fiscal Year 2023 - 2024**

Racial / Ethnic Status (Self-Reporting)	CDBG
White	55
Black or African American	6
Asian American	0
Native American or Alaskan	0
Native Hawaiian or Other Pacific Islander	0
Other - Multiracial	0
Unreported	1
<b>Total Number of Participants</b>	<b>62</b>
Hispanic - Latino	38

*Table only includes beneficiaries of CDBG public service and affordable housing activities in Program Year 2023 and reflects both self-reporting and the lack thereof by participants. People reporting a Hispanic background may be of any race and are included in other racial groups, such as white, other, etc.*

Racial / Ethnic Status	U.S. Census Estimate (% of Total Pop.) for City of Tulare	CDBG (% of All Recipients)
White	28.8%	88.7%
Black or African American	3.7%	9.7%
Asian American	1.5%	0.0%
Native American or Alaskan	1.2%	0.0%
Native Hawaiian or Other Pacific Islander	0.2%	0.0%
Hispanic or Latino	64.2%	61.3%

*Table compares U.S. Census Quick Facts "Tulare City - Race and Hispanic Origin" data based on 2019 American Community Survey information to the City's CDBG and CDBG-CV racial / ethnic status rates calculated with CR-10 Table totals. The overall data collection methodologies between U.S. Census and the City's are substantially different and the data presented should not be reproduced and/or cited as rigorous.*

# Appendix A3 – FY 2023 Actual Activity Expenditures

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 List of Activities By Program Year And Project  
 TULARE,CA

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CDBG  
 2023  
 Formula and Competitive Grants only

Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
Homeless Services FY2023	384	Care Manager - Kings View - CDBG - 2023	Canceled	CDBG	\$0.00	\$0.00	\$0.00
	385	Care Manager - Kings View - CDBG - 2023	Open	CDBG	\$89,313.00	\$34,113.54	\$55,199.46
	386	Case Manager - Self-Help Enterprises - CDBG - 2023	Open	CDBG	\$19,700.00	\$19,700.00	\$0.00
<b>Project Total</b>					<b>\$109,013.00</b>	<b>\$53,813.54</b>	<b>\$55,199.46</b>
Affordable Housing Preservation FY2023	387	Minor Home Rehabilitation - CDBG 2023	Open	CDBG	\$224,000.00	\$219,319.36	\$4,680.64
<b>Project Total</b>					<b>\$224,000.00</b>	<b>\$219,319.36</b>	<b>\$4,680.64</b>
Program Administration & Fair Housing FY2023	383	Program Administration - CDBG 2023	Open	CDBG	\$145,370.00	\$110,560.62	\$34,809.38
<b>Project Total</b>					<b>\$145,370.00</b>	<b>\$110,560.62</b>	<b>\$34,809.38</b>
al				CDBG	<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>
				CDBG	<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>
				CDBG	<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>

## Appendix B – Citizen Participation

# Appendix B1- Public Notice and Proof of Publication



## **PUBLIC NOTICE FOR CITY OF TULARE 2023 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) Public Comment Period: August 16, 2024 – September 03, 2024**

The City of Tulare will submit its Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2023 (July 1, 2023 – June 30, 2024) to the United States Department of Housing and Urban Development (HUD), no later than September 27, 2024. The CAPER is an annual report that explains how the City of Tulare utilized Community Development Block Grant (CDBG) Program funds to meet objectives of the Program. National objectives of the CDBG program require that local jurisdictions commit funds to projects that provide decent affordable housing, create a suitable living environment, and/or expand economic opportunities for principally persons of low- and moderate-income. The City of Tulare's draft 2023 CAPER describes outcomes of the projects identified in the 2023 Action Plan and Amendment, as well as notes the City's progress towards meeting the goals of the City's Consolidated Plan for Program Years 2020 to 2024.

**Public Review and Comment:** The City is requesting input from the public on the project expenses and outcomes presented in the draft of the 2023 CAPER. A minimum 15-day public review and comment period will begin on **Friday, August 16, 2024**, and conclude on **Tuesday, September 03, 2024**.

A draft of the 2023 CAPER will be available at Tulare City Hall, located at 411 East Kern Avenue, and on the Community Development Department website at: <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notices>

**Public Meeting and Hearing:** The City will hold a meeting on **Wednesday, August 28, 2024**, that are open to public participation and comments on the draft 2023 CAPER. These public meetings begin at 5:15 pm PST in the Tulare Public Library's Charter Room located at 475 North M Street in Tulare, CA 93274. Visit the Department's webpage for more details and contact Gladys Avitia at (559) 684-4222 or [gavitia@tulare.ca.gov](mailto:gavitia@tulare.ca.gov) to confirm in-person attendance. The City Council will hold a public hearing on **Tuesday, September 03, 2024**, to receive comments on and/or approve the 2023 CAPER. The hearing begins at 7:00 pm PST in the Tulare City Council Chambers at 491 N. M Street in Tulare, CA 93274.

**The public hearing will be available for viewing via YouTube at:**

[www.youtube.com/channel/UCdWZiv2o7d01Y0OvGe1aw/videos](https://www.youtube.com/channel/UCdWZiv2o7d01Y0OvGe1aw/videos)

If you wish to provide public comment during the meeting, you may do so by calling (559) 366-1849.

Please submit public comments to Gladys Avitia, Housing & Grants Specialist, via email at [gavitia@tulare.ca.gov](mailto:gavitia@tulare.ca.gov), by phone at (559) 684-4222, or by mail to 411 East Kern Avenue, Tulare, CA 93274.

Notice Published on August 16, 2024.

*The City of Tulare does not discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, gender identity, or familial status in the administration of its programs and activities. Pursuant to the Americans with Disabilities Act, the City of Tulare will make reasonable efforts to accommodate persons with disabilities. If you require special accommodations, please contact Gladys Avitia at (559) 684-4222.*

**INSERT Public Affidavit – available within 7 business days from date of publication (August 16<sup>th</sup>)**

## Appendix B3 – Display of Notice for Public Meeting – City Website

Accessed at: <https://www.tulare.ca.gov/government/departments/community-development/housing-grants-services/public-notice>

# Appendix B4 – City Council Meeting, Public Hearing, and Resolution

## **Appendix C – Continuum of Care – Point-In-Time Report 2023**

# Appendix C1 – Point In Time Report Executive Summary for Tulare County

**PIT Count Survey pending due to still being under review**



## **Appendix C2 – Point In Time Report Executive Summary for City of Tulare**

**PIT Count Survey pending due to still being under review**

# Appendix C3 – Point In Time Survey Results for Tulare County

2024 Tulare County: Tulare									
Total Count		Clients	% of Clients	Place Slept Last Night		Clients % of Clients			
	Adults	287	95%		Emergency Shelter	24	8%		
	Children	15	5%		Transitional Housing	30	10%		
	Unknown	0	0%		Street	248	82%		
Household Composition		Households	Clients	Location (County)		Clients % of Clients			
	Without Children	273	281		Within Kings County	0	0%		
	With Children and Adults	6	21		Within Tulare County	302	100%		
	With Only Children	0	0						
Unaccompanied/ Parenting Youth (up to age 24)		Households	Clients	Veteran (Adults only)		Clients % of Clients			
	Unaccompanied youth	11	11		Yes	14	5%		
	Parenting youth	1	1		No	259	90%		
	Child of youth parent		3		Unknown	14	5%		
Chronically Homeless		Households	Clients	Times Homeless (Adults Only)		Clients % of Clients			
	No	171	187		Once/First Time	125	44%		
	Yes	107	114		Twice or More	118	41%		
	Unknown	1	1		Unknown	44	15%		
Gender*		Clients	% of Clients	Disabling Condition		Clients % of Clients			
	Male	176	58%		No	151	50%		
	Female	120	40%		Yes	127	42%		
	Transgender	1	0%		Unknown	24	8%		
	Age Group		Clients	% of Clients	Barriers		Clients % of Clients		
		0-17	15	5%		HIV/AIDS	1	0%	
		18-24	12	4%		Mental Illness	113	37%	
		25-34	51	17%		Substance Abuse	116	38%	
Race*			Clients	% of Clients	Reason for Homeless (Street Survey/Adults Only)		Clients % of Clients		
		American Indian/ Alaskan Native	24	8%		Aged out of Foster Care	0	0%	
		Asian	1	0%		Argument	32	15%	
		Black/African American	43	14%		Divorce	13	6%	
	Hispanic/Latino	129	43%	Domestic Violence		11	5%		
	Native Hawaiian/Other Pacific Islander	2	1%	Drugs or Alcohol		15	7%		
	Middle Eastern	0	0%	Eviction		21	10%		
	White	136	45%	Foreclosure		1	0%		
Unknown	12	4%	Hospital Discharge	1		0%			
Tribal Affiliation (Adults Only)		Clients	% of Clients	Benefits* (Adults Only)			Clients % of Clients		
	No	194	68%			SNAP	143	50%	
	Yes	20	7%			SSI	17	6%	
						SSDI	5	2%	
Currently Fleeing Domestic Violence (Adults only)		Clients	% of Clients			Sexual Orientation (Adults Only)		Clients % of Clients	
	No	187	65%		GA		3	1%	
	Yes	25	9%		Earned Income		5	2%	
	Unknown	75	26%		TANF		10	3%	
Sexual Orientation (Adults Only)		Clients	% of Clients		Benefits* (Adults Only)			Clients % of Clients	
	Bisexual	7	2%				Social Security	2	1%
	Gay	2	1%				Pension	0	0%
	Lesbian	2	1%				Child Support	0	0%
	Questioning	0	0%				VA Disability Service	0	0%
	Straight/Heterosexual	190	66%				Medi-Cal	140	49%
	Two Spirit	1	0%	Unemployment			1	0%	
	Other/Not Listed	2	1%	Workers Compensation			0	0%	
	Unknown	83	29%	Other			2	1%	
				Alimony			0	0%	
			None	32		11%			
			Refused/Unknown	72		25%			

\*can identify with one or more response

# Appendix C4 – Point In Time Survey Results for City of Tulare

**PIT Count Survey pending due to still being under review**

# **Appendix D – Housing and Urban Development Department’s Integrated Disbursement and Information System (IDIS) Reports**

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 Drawdown Report by Project and Activity  
 TULARE , CA

REPORT FOR PROGRAM : CDBG  
 PGM YR : 2023  
 PROJECT : ALL  
 ACTIVITY : ALL

Program Year/ Project	IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
2023 2 Homeless Services FY2023	385	Care Manager - Kings View - CDBG - 2023		6929704	2	Created	8/8/2024	2023	B23MC060034	EN	\$34,113.54
2023 2 Homeless Services FY2023	386	Case Manager - Self-Help Enterprises - CDBG - 2023		6900614	2	Completed	5/15/2024	2023	B23MC060034	EN	\$4,050.00
				6900614	3	Completed	5/15/2024	2022	B22MC060034	PI	\$2,550.00
				6929704	3	Created	8/8/2024	2023	B23MC060034	EN	\$13,100.00
										Project Total	\$53,813.54
2023 3 Affordable Housing Preservation FY2023	387	Minor Home Rehabilitation - CDBG 2023		6846495	2	Completed	12/13/2023	2023	B23MC060034	EN	\$19,196.35
				6876203	2	Completed	3/11/2024	2023	B23MC060034	EN	\$68,848.38
				6900614	4	Completed	5/15/2024	2023	B23MC060034	EN	\$32,030.37
				6929704	4	Created	8/8/2024	2022	B22MC060034	EN	\$66,484.23
				6929704	5	Created	8/8/2024	2023	B23MC060034	EN	\$28,935.03
				6929704	6	Created	8/8/2024	2023	B23MC060034	PI	\$3,825.00
										Project Total	\$219,319.36
2023 4 Program Administration & Fair Housing FY2023	383	Program Administration - CDBG 2023		6846495	1	Completed	12/13/2023	2023	B23MC060034	EN	\$25,086.00
				6876203	1	Completed	3/11/2024	2023	B23MC060034	EN	\$36,603.83
				6900614	1	Completed	5/15/2024	2023	B23MC060034	EN	\$18,202.79
				6929704	1	Created	8/8/2024	2023	B23MC060034	EN	\$30,668.00

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
Drawdown Report by Project and Activity  
TULARE , CA

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
Drawdown Report by Project and Activity  
TULARE , CA

Program Year/ Project

IDIS Act ID	Activity Name	Prior Year	Voucher Number	Line Item	Voucher Status	LOCCS Send Date	Grant Year	Grant Number	Fund Type	Drawn Amount
Project Total										\$110,560.62
Program Year 2023 Total										\$383,693.52

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
Drawdown Report by Project and Activity  
TULARE , CA



Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Received/Drawn Amount
2023	CDBG											
											Total CDBG Receipts*:	1,275.00
											Total CDBG Draws against Receipts*:	
											Total CDBG Receipt Fund Balance*:	1,275.00



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2023

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Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Housing	Rehab; Single-Unit Residential (14A)	1	\$120,075.10	2	\$74,550.43	3	\$194,625.53
	Total Housing	1	\$120,075.10	2	\$74,550.43	3	\$194,625.53
Public Facilities and Improvements	Street Improvements (03K)	0	\$0.00	2	\$0.00	2	\$0.00
	Total Public Facilities and Improvements	0	\$0.00	2	\$0.00	2	\$0.00
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	2	\$6,600.00	5	\$35,134.22	7	\$41,734.22
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Public Services	2	\$6,600.00	6	\$35,134.22	8	\$41,734.22
General Administration and Planning	General Program Administration (21A)	1	\$79,892.62	2	\$44,645.25	3	\$124,537.87
	Total General Administration and Planning	1	\$79,892.62	2	\$44,645.25	3	\$124,537.87
Grand Total		4	\$206,567.72	12	\$154,329.90	16	\$360,897.62



TULARE

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	15	12	27
	Total Housing		15	12	27
Public Facilities and Improvements	Street Improvements (03K)	Persons	0	4,270	4,270
	Total Public Facilities and Improvements		0	4,270	4,270
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	47	387	434
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	0	63	63
	Total Public Services		47	450	497
Grand Total			62	4,732	4,794



TULARE

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	23	14
	Black/African American	0	0	1	0
	Other multi-racial	0	0	3	1
	<b>Total Housing</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>15</b>
Non Housing	White	306	154	0	0
	Black/African American	84	0	0	0
	Asian	0	0	0	0
	American Indian/Alaskan Native	2	0	0	0
	Native Hawaiian/Other Pacific Islander	5	0	0	0
	American Indian/Alaskan Native & White	3	0	0	0
	Black/African American & White	1	0	0	0
	Other multi-racial	96	86	0	0
	<b>Total Non Housing</b>	<b>497</b>	<b>240</b>	<b>0</b>	<b>0</b>
Grand Total	White	306	154	23	14
	Black/African American	84	0	1	0
	Asian	0	0	0	0
	American Indian/Alaskan Native	2	0	0	0
	Native Hawaiian/Other Pacific Islander	5	0	0	0
	American Indian/Alaskan Native & White	3	0	0	0
	Black/African American & White	1	0	0	0
	Other multi-racial	96	86	3	1
	<b>Total Grand Total</b>	<b>497</b>	<b>240</b>	<b>27</b>	<b>15</b>



TULARE

CDBG Beneficiaries by Income Category [\(Click here to view activities\)](#)

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	7	0	0
	Low (>30% and <=50%)	6	0	0
	Mod (>50% and <=80%)	2	0	0
	Total Low-Mod	15	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	15	0	0
Non Housing	Extremely Low (<=30%)	0	0	42
	Low (>30% and <=50%)	0	0	5
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	0	0	47
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	47



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2023  
 TULARE , CA

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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	721,914.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	5,100.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	727,014.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	236,359.75
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	236,359.75
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	124,537.87
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	360,897.62
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	366,116.38

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	236,359.75
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	236,359.75
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	41,734.22
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	41,734.22
32 ENTITLEMENT GRANT	721,914.00
33 PRIOR YEAR PROGRAM INCOME	11,943.47
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	733,857.47
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	5.69%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	124,537.87
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	124,537.87
42 ENTITLEMENT GRANT	721,914.00
43 CURRENT YEAR PROGRAM INCOME	5,100.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	727,014.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.13%



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
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 PR26 - CDBG Financial Summary Report  
 Program Year 2023  
 TULARE, CA

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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	2	379	6811663	Case Management - Salt and Light Works- CDBG 2022	03T	LMC	\$18,037.54
2022	2	380	6811663	Case Management - Kings View - CDBG 2022	03T	LMC	\$8,063.77
2022	2	381	6811663	Case Management - Kings Tulare Continuum of Care on Homelessness - CDBG 2022	03T	LMC	\$9,032.91
2023	2	386	6900614	Case Manager - Self-Help Enterprises - CDBG - 2023	03T	LMC	\$6,600.00
					03T	Matrix Code	\$41,734.22
2022	3	376	6811663	Minor Home Rehabilitation - CDBG 2022	14A	LMH	\$63,837.93
2022	3	376	6835625	Minor Home Rehabilitation - CDBG 2022	14A	LMH	\$10,712.50
2023	3	387	6846495	Minor Home Rehabilitation - CDBG 2023	14A	LMH	\$19,196.35
2023	3	387	6876203	Minor Home Rehabilitation - CDBG 2023	14A	LMH	\$68,848.38
2023	3	387	6900614	Minor Home Rehabilitation - CDBG 2023	14A	LMH	\$32,030.37
					14A	Matrix Code	\$194,625.53
Total							\$236,359.75

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2022	2	379	6811663	No	Case Management - Salt and Light Works- CDBG 2022	B22MC060034	EN	03T	LMC	\$18,037.54
2022	2	380	6811663	No	Case Management - Kings View - CDBG 2022	B22MC060034	EN	03T	LMC	\$8,063.77
2022	2	381	6811663	No	Case Management - Kings Tulare Continuum of Care on Homelessness - CDBG 2022	B22MC060034	EN	03T	LMC	\$9,032.91
2023	2	386	6900614	No	Case Manager - Self-Help Enterprises - CDBG - 2023	B22MC060034	PI	03T	LMC	\$2,550.00
2023	2	386	6900614	No	Case Manager - Self-Help Enterprises - CDBG - 2023	B23MC060034	EN	03T	LMC	\$4,050.00
								03T	Matrix Code	\$41,734.22
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$41,734.22
Total										\$41,734.22

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	4	382	6811663	Program Administration - CDBG 2022	21A		\$44,645.25
2023	4	383	6846495	Program Administration - CDBG 2023	21A		\$25,086.00
2023	4	383	6876203	Program Administration - CDBG 2023	21A		\$36,603.83
2023	4	383	6900614	Program Administration - CDBG 2023	21A		\$18,202.79
					21A	Matrix Code	\$124,537.87
Total							\$124,537.87

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 List of Activities By Program Year And Project  
 TULARE,CA

REPORT FOR CPD PROGRAM: CDBG  
 PGM YR: 2023  
 Formula and Competitive Grants only

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2023	2	Homeless Services FY2023	384	Care Manager - Kings View - CDBG - 2023	Canceled	CDBG	\$0.00	\$0.00	\$0.00
			385	Care Manager - Kings View - CDBG - 2023	Open	CDBG	\$89,313.00	\$34,113.54	\$55,199.46
			386	Case Manager - Self-Help Enterprises - CDBG - 2023	Open	CDBG	\$19,700.00	\$19,700.00	\$0.00
		<b>Project Total</b>					<b>\$109,013.00</b>	<b>\$53,813.54</b>	<b>\$55,199.46</b>
	3	Affordable Housing Preservation FY2023	387	Minor Home Rehabilitation - CDBG 2023	Open	CDBG	\$224,000.00	\$219,319.36	\$4,680.64
		<b>Project Total</b>					<b>\$224,000.00</b>	<b>\$219,319.36</b>	<b>\$4,680.64</b>
	4	Program Administration & Fair Housing FY2023	383	Program Administration - CDBG 2023	Open	CDBG	\$145,370.00	\$110,560.62	\$34,809.38
		<b>Project Total</b>					<b>\$145,370.00</b>	<b>\$110,560.62</b>	<b>\$34,809.38</b>
		<b>Program Total</b>				<b>CDBG</b>	<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>
		<b>2023 Total</b>					<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>
		<b>Program Grand Total</b>				<b>CDBG</b>	<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>
		<b>Grand Total</b>					<b>\$478,383.00</b>	<b>\$383,693.52</b>	<b>\$94,689.48</b>



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System

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Current CDBG Timeliness Report  
 Grantee : TULARE, CA

PGM YEAR	PGM YEAR START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE ---		DRAW RATIO		MINIMUM DISBURSEMENT TO MEET TEST	
				UNADJUSTED	ADJUSTED FOR PI	UNADJ	ADJ	UNADJUSTED	ADJUSTED
2023	07-01-23	05-02-24	721,914.00	638,663.67	642,488.67	0.88	0.89		
2024	07-01-24	05-02-25	UNAVAILABLE	584,380.51	589,480.51	*****	*****	GRANT UNAVAILABLE FOR CALCULATION	

*NOTE: If \*\*\*\*\* appears in place of ratio, then ratio cannot be calculated because either the grantee's current year grant has not been obligated in LOCCS or the current program year start and end dates have not been entered in IDIS.*



# Staff Report

Meeting: City Council

Date: September 3, 2024

Item #: 9.1  
General Business

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**Department:** City Manager

**Submitted by:** Josh McDonnell, Assistant City Manager

**Agenda Title:** Appeal of Decertification Petition Decision

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## RECOMMENDED ACTION

Reject the appeal submitted to City Council on August 20, 2024, by members of the California League of City Employees Association (CLOCEA) to decertify the union due to untimeliness of Decertification Petition pursuant to City of Tulare Merit System Rules and Regulations §1307(a).

## SUMMARY

On July 11, 2024, City of Tulare employee John Triste, on behalf of a number of Tulare city employees represented by the California League of City Employees Association (CLOCEA) submitted a petition to the California Public Employment Relations Board to decertify CLOCEA from serving as their union representation. PERB advised the petitioners that the City has jurisdiction over this matter; thus Mr. Triste withdrew his PERB application and on August 9, 2024 submitted a new petition to the City for consideration.

The City's Labor Relations Officer (Shonna Oneal) reviewed the Decertification Petition and determined that the petitioner's request was untimely pursuant to City of Tulare Merit System Rules and Regulations §1307(a), which states in pertinent part:

"A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred eighty (180) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs first..."

Based on the rule above, the appropriate windows for the employees to file their petition was either of the following:

*7/1/2021-6/30/2022*

Or

*1/1/2024-1/31/2024*

The Decertification Petition was received on August 9, 2024, over six months after the date allowed under City of Tulare Rule §1307(a). On August 14, 2024, the Labor Relations Officer notified Mr. Triste that his petition request was denied but that he has a right to appeal the decision to the City Council.

On August 20, 2024, Mr. Triste submitted an appeal to the City Council regarding their decertification petition submitted to PERB on July 11, 2024, and the City on August 9, 2024.

Staff recommends that Council deny the appeal due to the untimeliness of the original decertification application. City of Tulare Rule §1307(a) provides a series of windows for employees to submit decertification petitions. These windows specifically exclude time of the year that MOU negotiations would likely be occurring, such that the City would not be faced with having to negotiate with two competing factions of employees from within the same job classifications.

The next likely decertification window will occur from January 1 to January 31, 2025.

**FISCAL IMPACT & FUNDING SOURCE(S)**

There is no fiscal impact associated with this action.

**LEGAL REVIEW**

Reviewed by the City Attorney.

**ALTERNATIVE ACTION**

1. Approve
2. Deny
3. Table

**ATTACHMENTS**

1. Decertification Petition to PERB
2. Decertification Petition to City of Tulare
3. Labor Relations Officer Correspondence
4. Appeal of Labor Relations Officer Decision

Reviewed/Approved:     JM



DECERTIFICATION PETITION

JUL 11 2024 RECEIVED

DO NOT WRITE IN THIS SPACE: Case No. Date Filed:

INSTRUCTIONS: This petition can be filled out and submitted on the ePERB portal found on PERB's website: www.perb.ca.gov. "Unrepresented individuals" defined under PERB Regulation 32110(b) may file a decertification petition via mail service or personal delivery directly with the Sacramento Regional Office (see PERB Regulations 32075 and 32115(c)). The petition must be accompanied by proof of support of at least 30 percent of the employees in the established unit (original documents must be filed with PERB only). Proper filing includes concurrent service of the petition, excluding the proof of support, and proof of service pursuant to PERB Regulation 32140.

1. EMPLOYER (Name, address & telephone)

Name: City of Tulare
Address: 411 E Kern Ave
Tulare, Ca. 93274
Telephone: (559) 684-4203
Agent to be contacted:
Name: Shonna O'Neal
Title: Human Resources Director
Address and telephone, if different:
Address:
Telephone:
E-mail Address: soneal@tulare.ca.gov

2. EXCLUSIVE REPRESENTATIVE (Name, address & telephone)

Name: California League of City Employees Association
Address: 113 N Irwin Street
Hanford, Ca. 93230
Telephone: (559) 582-3463
Agent to be contacted:
Name: Mike Cosenza
Title: Administrator
Address and telephone, if different:
Address:
Telephone:
E-mail Address:

3. NAME OR DESCRIPTION OF ESTABLISHED UNIT:

4. IF A CURRENT WRITTEN AGREEMENT EXISTS COVERING EMPLOYEES IN THE UNIT, INDICATE :

AGREEMENT EFFECTIVE DATE: 7/1/2021
AGREEMENT EXPIRATION DATE: 6/30/2024
NO AGREEMENT IS IN EFFECT: [X]

5. PETITION FILED BY (Check one only): [ ] An Employee Organization [X] A Group of Employees

6. DATE INCUMBENT EXCLUSIVE REPRESENTATIVE WAS RECOGNIZED OR CERTIFIED:

9. PETITIONER (Name, address & telephone)

Name: John Triste
Address: 4408 E Vista Ave
Visalia, Ca. 93292
Telephone: (559) 378-5156
Agent to be contacted:
Name: Same as above
Title:
Address and telephone, if different:
Address:
Telephone:
E-mail (optional): trlo6777@gmail.com

7. APPROXIMATE NUMBER OF EMPLOYEES IN THE UNIT:

118

8. TYPE OF PETITION: (Check one only)

- [X] Employees desire no representation.
[ ] Employees wish to be represented by petitioning employee organization.

DECLARATION

I declare that the statements herein are true to the best of my knowledge and belief, and that this decertification petition is accompanied by proof of support of at least 30 percent of the employees in the established unit in accordance with number 8 above.

PETITIONER'S AUTHORIZED REPRESENTATIVE: Signature [Signature]
Name/Title John Triste, Community Maintenance Worker Date 07/09/2024

Los Angeles Regional Office
425 W. Broadway, Suite 400
Glendale, CA 91204
(818) 551-2822

Sacramento Regional Office
1031 18th Street, Suite 102
Sacramento, CA 95811
(916) 322-3198

San Francisco Regional Office
1515 Clay Street, Suite 2206
Oakland, CA 94612-1403
(510) 622-1016

## ATTACHMENT 2

HUMAN RESOURCES

AUG 09 2024

RECEIVED

To Shonna O'Neal

Subject: Decertification of California League of City Employees Association

We are requesting the Decertification of CLOCEA as our union representative for the City of Tulare. Here are six reasons why we are asking to have them decertified.

1. Poor communication with members. We are currently out of contract with the city. When we ask how negotiations are going, we are told little to nothing. We understand its negotiations, and the city may not accept our proposal. I later found out by the president of CLOCEA that the board of directors had taken it upon themselves to agree not to tell the members anything about the negotiations.
2. I have been with the city for 5 years and have yet to vote on a contract. While speaking with other members of CLOCEA. One member told me that in 15 years he has only had the opportunity to vote once.
3. Conflict of Interest- While speaking with the president of CLOCEA in June about the upcoming contract negotiations. He stated that he had spoken with the city manager about our upcoming contract. I stated why he would be speaking with the city manager without the board of directors present.
4. Poor representation of members – CLOCEA had a meeting with members in the city council chambers in June to discuss how members felt about the union. I had a chance to speak with other members after that meeting. That is when I had the opportunity to speak with a member. The person said when they were hired the supervisor had an issue with them. The supervisor would continuously harass this person by banging on their cubicle wall and hitting their chair. This person was in tears just recounting the story. They took it to CLOCEA, and they did little to nothing. The only time CLOCEA addressed the issue was when they hired their own personal lawyer. Also, our contract expired June 30, and as of today Aug. 8, members have been told that CLOCEA has only met with the city once.
5. The members have no idea how the shop stewards (board of directors) were appointed. And have no idea of their term limit.
6. Members from all departments have addressed their dissatisfaction with CLOCEA. The reason they stuck it out was for the vote. If we cannot decertify them, we will opt out of the union. We would rather go as an unrepresented unit.



John Triste

AUG 12 2024

RECEIVED

Petition to Decertify CLOCEA as Union Representation

for the City of Tulare

Print Name	Department	Signature	Date
Carlos Soto	OSCF		6-12-24
JOHN TRISTE	OSCF		6-12-24
VICTOR GARCIA	Water		6-12-24
Danny J Romeo	Fleet		6-13-24
ROBERT ROLHA	OSCF		6-13-24
JAMES USSERY	OSCF		6-13-24
JEFF COTMELL	STREETS		6-13-24
	Solid Waste		6-13-24
Damon Johnson	Solid waste		6-13-24
MALACEDO PEREZ	Solid Waste		6-13-24
Ray Lopez	Solid Waste		6-13-2024
CARLOS ESTERGA	Solid Waste		6-13-2024
	Solid Waste		6-13-24
Se Sanchez	Water		6/14/24
Dallas Wright	Streets		06/14/24
David Gonzalez	WATER		6-14-24
Antonio Sanchez	Streets		6-14-24
ALFREDO CASTILLO	WATER		6-14-24
GABE MAYNES	WATER		6/14/24
Chris Maynes	Parks		6/14/24
Carlos Sanchez	streets		6-14-24
Alfred Ramirez	Water		6-14-24
Jose Urquieta	Facility maintenance		6-14-24
RICK VILARDO	FLEET		6-14-24
marie Rodriguez	Fleet		6-14-24

Petition to Decertify CLOCEA as Union Representation

for the City of Tulare

Print Name	Department	Signature	Date
Seth Bergen	Fleet		6/14/24
Federick P. Minadeo	Solid Waste		6-14-24
Daniel Garcia	Solid waste		6-14-24
Amir Ramos	Heredia Parks		6-14-24
Guadalupe Torres	SEWER		6-14-24
Rosenado Lopez	Sewer		6/14/24
John Valencia	Solid waste		6-14-24
Michael Mead	Solid waste		6-14-24
Rick Amaro	Solid Waste		6-18-2024
Jose Ruben Moran	OSCF		6/14/24
Gustavo Jimenez	Solid waste		6-14-24
Jay Gomez	Solid waste		6-14-24
Antonio Gutierrez	Park's		6/14/24
CHRIS Soto	SOLID WASTE		6-17-24
Rick Murch	Parks		6-17-24
DAMON LITZKE	P.W.		6-18-24
Steve Perez	Collections		6-18-24
Rosa Rivera	Public Works		6-19-24
RALFA GOMEZ	Pub. works		6-19-24
Amanda Reed	Finance		6-19-24
<del>Felicia</del>	Wastewater		6-19-24
Allan Lacson	Wastewater		6-25-24
Bernardino Villanueva	Waste Water		6-25-24
Deprrese Dalzon	SOLID WASTE		6/25/24
Alfred Ramirez	Water		6/25/24





*Human Resources Department*

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August 14, 2024

**VIA EMAIL ONLY**

[Trilop6777@gmail.com](mailto:Trilop6777@gmail.com)

John Triste

RE: Decertification of California League of City Employees Association

Dear John:

Receipt of your request for Decertification of California League of City Employees Association received on August 9, 2024, is hereby acknowledged.

As I noted in our telephone call of August 14, 2024, your decertification request is untimely pursuant to City of Tulare Merit Rules & Regulations, Section 1307(a).

**RIGHT TO APPEAL**

Should you not agree with the Employee Relations Officer determination, you have the right to appeal to the City Council within ten (10) days of this notice pursuant to City of Tulare Merit Rules & Regulations, Section 1310, a copy of which is provided herewith.

If you have any questions, please let me know.

Very truly yours,

Shonna Oneal  
Employee Relations Officer  
Human Resources Director  
Enclosure

2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required and the general working conditions.
  2. History of representation in the city and similar employment; except, however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
  3. Consistency with the organizational patterns of the city.
  4. Number of employees and the effect on the administration of employer/employee relations created by the fragmentation of classifications and proliferation of units.
  5. Effect on the classification structure and impact on the stability of the employer/employee relationship of dividing a single or related classification among two or more units.
- b. The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions and retain, relocate or delete modified classifications or positions from units in accordance with the provisions of this section.

(Amending Resolutions: 2678)

#### **SEC. 1309 PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS**

- a. Requests by employee organizations for modification of established appropriate units may be considered by the Employee Relations Officer only during the period specified in SEC. 1307. Such requests shall be submitted in the form of a recognition petition and, in addition to the requirements set forth in SEC. 1303, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in SEC. 1308. the Employee Relations Officer shall process such petitions as other recognition petitions under this chapter.
- b. The Employee Relations Officer may, on his/her own motion, propose, during the period specified in SEC. 1307, that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with SEC. 1308 and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in SEC. 1310. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file recognition petitions seeking to become the recognized employee organization for such new appropriate unit or units pursuant to SEC. 1303.

#### **SEC. 1310 APPEALS**

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer under this chapter may, within ten (10) days of notice thereof, appeal such determination to the City Council for final decision within fifteen (15) days of the Employee Relations Officer's determination or the termination of proceedings pursuant to Government Code Section 3507.1 or 3507.3, whichever is later.

An employee organization aggrieved by a determination of the Employee Relations Officer that a recognition petition, challenging petition or decertification of recognition petition - or employees aggrieved by a determination of the Employee Relations Officer that a decertification petition – has not been filed in compliance with the applicable provisions of this chapter, may, within fifteen (15) days of notice of such determination, appeal the determination to the City Council for final decision.

Appeals to the City Council shall be filed in writing with the City Clerk and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal. The City Council may, in its discretion, refer the dispute to a third party hearing process. Any decision of the City Council on the use of such procedure and/or any decision of the City Council determining the substance of the dispute shall be final and binding.

#### **SEC. 1311 SUBMISSION OF CURRENT INFORMATION BY RECOGNIZED EMPLOYEE ORGANIZATIONS**

All changes in the information filed with the city by a recognized employee organization(s) of its recognition petition shall be submitted in writing to the Employer Relations Officer within fourteen (14) days of such change.

#### **SEC. 1312 EMPLOYEE ORGANIZATION ACTIVITIES**

Access to city work locations and the use of city paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; shall be limited to activities pertaining directly to the employer/employee relationship, and not for such internal employee organization business as soliciting membership, campaigning for office and organization meetings and election; and shall not interfere with the efficiency, safety and security of city operations.

#### **SEC. 1313 ADMINISTRATIVE RULES AND PROCEDURES**

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this resolution after consultation in good faith with affected employee organizations.

#### **SEC. 1314 INITIATION OF IMPASSE PROCEDURES**

If the meet and confer process has reached impasse as defined in this chapter, either party may initiate procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such impasse meeting shall be:

- a. To identify and specify in writing the issue or issues that remain in dispute.
- b. To review the position of the parties in a final effort to resolve such disputed issue or issues.
- c. If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

#### **SEC. 1315 IMPASSE PROCEDURES**

Impasse procedures are as follows:

- a. If the parties agree to submit the dispute to mediation and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation nor take any public position at any time concerning the issues.

## ATTACHMENT 4

To, Tulare City Council

Subject, Decertification of California League of City Employees Association (CLOCEA)

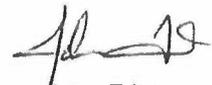
My name is John Triste, and I am writing this letter on behalf of Tulare city employees. We are asking to have CLOCEA decertified as our union representative. I have been employed with the city for 5 years and have little contact with our union.

Our contract expired June 30, 2024, and we are currently negotiating our upcoming contract. We cannot get any information on the negotiations. The board of directors took it amongst themselves to not inform us on how negotiations are going.

While speaking with other employees, I realized I am not the only one unhappy with our representation. Here are a few reasons we would like to decertify CLOCEA

- No communication with members. I have spoken with members who have called CLOCEA regarding issues at work and have not gotten a reply. I called CLOCEA to see if they could let me know how negotiations are going. I was told they could not tell me anything, because they did not want to spread false information. I stated if you were at the negotiations, it would not be spreading false information. We just want to be kept up to date.
- The Board of Directors have no idea what the role of shop stewards is. Members have no idea how they were elected, and what term limits are. Also not all departments are represented.
- Conflict of interest – We feel the administrator of CLOCEA should not be meeting with the city manager without the board of directors present.
- We feel since we are paying for our representation. Our contract should be given more attention. Since our contract has expired. We feel that CLOCEA did not manage the affairs of city employees properly.

We have tried to do everything the proper channel. First, we went through the state, they said we needed to go through the city. So we went through the city, but we could not because of the period. We were told our last resort was to appeal against it through the city council. So here we are now, asking for your approval to allow the employees of the City of Tulare to find the representation we deserve. Thank you.



John Triste

Aug 20, 2024

Petition to Decertify CLOCEA as Union Representation

for the City of Tulare

Print Name	Department	Signature	Date
Carlos Soto	OSCF		6-12-24
JOHN TRISTE	OSCF		6-12-24
VICTOR Garcia	Water		6-12-24
Danny J Ramon	Fleet		6-13-24
ROBERT ROCHA	OSCF		6-13-24
JAMES -USSERY	OSCF		6-13-24
JEFF POTMILL	STREETS		6-13-24
	Solid Waste		6-13-24
Damon Johnson	Solid waste		6-13-24
MALACEDO PERE	Solid Waste		6-13-24
Ray Lopez	Solid Waste		6-13-2024
Juanas Astorga	Solid Waste		6-13-2024
	Solid Waste		6-13-24
Jose Sanchez	Water		6/14/24
Dallas Wright	Streets		06/14/24
David Gonzalez	WATER		6-14-24
Antonio Sanchez	Streets		6-14-24
ALFREDO CASTILLO	WATER		6-14-24
GABE MAYNES	WATER		6/14/24
Chris Maynes	Parks		6/14/24
Carlos Smedley	Streets		6-14-24
Alfred Ramirez	Water		6-14-24
Jose Urquideta	Facility maintenance		6-14-24
RICK VILALOBOS	Fleet		6-14-24
marie Rodriguez	Fleet		6-14-24

**Petition to Decertify CLOCEA as Union Representation**

**for the City of Tulare**

Print Name	Department	Signature	Date
Seth Bergen	Fleet		6/14/24
Federico R. Magaña	Solid Waste		6-14-24
Daniel Garcia	Solid waste		6-14-24
Xavier Ramos Heredia	PARKS		6-14-24
Guadalupe Torres	SEWER		6-14-24
Rosendo Lopez	SEWER		6/14/24
John Volonus	Solid waste		6-14-24
Michael Meoed	Solid waste		6-14-24
RICK AMARO	Solid Waste		6-18-2024
Jose Ruben Moran	OSCF		6/14/24
Gustavo Jimenez	Solid waste		6-14-24
Jay Gomez	Solid waste		6-14-24
Antonio Gutierrez	Park's		6/14/24
CHRIS SOTO	SOLID WASTE		6-17-24
Rick Murch	PARKS		6-17-24
DANONID LIZOTE	P.W.		6-18-24
Steve Perez	COLLECTIONS		6-18-24
Rosa Rivera	Public Works		6-19-24
RALFA GOMEZ	Pub. Works		6-19-24
Amanda Reed	Finance		6-19-24
Helena	Wastewater		6-19-24
Allan Lacson	Wastewater		6-25-24
Bernardino Villanueva	Waste Water		6-25-24
Dejrese Dalton	SOLID WASTE		6/25/24
Alfred Ramirez	Water		6/25/24





# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 9.2**  
**General Business**

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**Department:** Community Services - Recreation  
**Submitted by:** Brian Beck, Interim Community Services Director  
**Agenda Title:** Spade Entertainment Standard Operational Procedures and Rental Agreement

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## RECOMMENDED ACTION

Approve the Adventist Health Amphitheater SOP document and rental agreement with Spade Entertainment.

## SUMMARY

The City of Tulare has been steadily working to develop a new amphitheater and other related amenities within Zumwalt Park to provide entertainment and recreation opportunities for residents and visitors. This project is one of the many means through which the City is working to redevelop Downtown Tulare. To that end, the following related actions by City Council have already occurred:

On December 7, 2021, City Council approved the use of ARPA funds towards the construction of the Zumwalt Park Amphitheater and renovation project.

On January 18, 2022, the City Council approved a contract with Lane Engineers for conceptual design services for the renovation of Zumwalt Park and Amphitheater.

On July 27, 2022, a Request for Proposals (RFP) for the Zumwalt Park Amphitheater Operator was published.

On July 18, 2023, City Council approved a management and operator agreement with Spade Entertainment.

On September 19, 2023, City Council approved a construction contract with Caliber Construction for the Zumwalt Park Renovation Project.

On August 6, 2024, City Council approved the Zumwalt Park Amphitheater Naming Rights Agreement with Adventist Health.

Spade Entertainment has worked with City Staff in developing an SOP document for Zumwalt Park. An SOP document is a written set of instructions for technical or administrative activities. SOPs are used to ensure that tasks are performed consistently, accurately, safely, and efficiently across an organization event. They can also be used to train new or existing staff members on different processes and procedures.

Spade Entertainment is responsible for the SOP document and overseeing the entire event from start to finish including but not limited to setting up the venue and ensuring that all aspects of

the performance are handled in a professional manner in a comfortable atmosphere in accordance with the SOP document.

When the Adventist Health Amphitheatre is not in use for entertainment purposes, Zumwalt Park will be open to the public. However, to limit public impacts and preserve the facility for long-term general public enjoyment, the rental of the Adventist Health Amphitheater shall be limited primarily to entertainment purposes including music, special events and performing arts.

The Adventist Health Amphitheater will also be available for the public to rent for events. Spade Entertainment will be the public's first contact to rent the Amphitheater. If Spade Entertainment is not interested in the rental, the rental request will revert to the Community Services Department. If agreement is reached, Spade Entertainment or the Community Services Department will prepare a contract for the renter including rental fees, required documents and timeframes for submission of documents or other information. The contract shall serve as a permit entitling renter to use of Adventist Health Amphitheater as described in attached rental contract.

The SOP document and the rental agreement is attached and presented herein for City Council discussion and consideration. The agreements are consistent with the approved term sheet.

#### **FISCAL IMPACT & FUNDING SOURCES**

There is no fiscal impact associated with this action.

#### **LEGAL REVIEW**

This item has been reviewed by the City Attorney.

#### **ALTERNATIVE ACTION**

1. Approve with changes (subject to Adventist approval)
2. Deny
3. Table

#### **ATTACHMENTS**

1. Spade Entertainment SOP Document
2. Spade Entertainment Rental Agreement
3. Map of Parking

Reviewed/Approved:     JM



**Standard Operating Procedures  
Emergency Action Plan  
Beverage Action Plan  
Policies**



**Adventist Health Amphitheater**  
Revised; July 21, 2024

## **SECTION I: SHOW PREP**

### **FORMAT**

1 Team Head – Todd Speelman + 15 to 20 Team Members

Responsibilities: The head of this section is responsible for overseeing the entire event from start to finish including but not limited to setting up the venue and ensuring that all aspects of the performance are handled in a professional manner in a comfortable atmosphere. They handle the "got my money's worth" part of the evening.

### **MAJOR AREAS OF MANAGEMENT**

#### **A. SOUND SYSTEM**

1 Team Head – Paul Serpa + 4 to 7 Team Members

The sound system is one of the most important aspects of the show. Bad sound quality or mix can make a good act sound mediocre or even bad and the audience will always believe it is the performance itself which lacks. This can affect their decision to return to future shows put on by the promoter or the act.

The sound system must provide clean, powerful, professional sound to the audience through the MAIN SPEAKERS, and to the performer(s) through the MONITOR SPEAKERS (these are the smaller speakers on the stage floor that aim back at the artists so they can monitor the sound of their voice, guitar, etc.)

For Adventist Health Amphitheatre productions team is qualified for every type of performance. FOH works with each band's technical person and with the most current riders.

The soundboard must be operated by a qualified sound person who can stay at the controls for the performance. He must also be able to meet any specifics required by the artist, and must be available for Set-up, Sound check, and Clean-up. (note: most performers will want a sound check before the show to set volume levels, EQ's, etc.)

Also keep in mind that opening acts must be okayed with the main act and let the sound company know about them when making sound arrangements. The opening act should also be available for sound check, preferably after the main act sound check. Team Head, Todd Speelman is in charge of all opening acts and soundcheck availability.

#### **B. STAGE SET-UP**

Microphones, Chairs, Tables, Water Pitchers, Stands, etc., All this should be covered in the artist's contract. The "gopher" will handle much of this area along with the sound crew.

### C. SEATING

The venue Team Head (Todd) is responsible for establishing the seating plan and should also contribute opinions as to how many people will be in attendance. The team will also have to factor in layouts for bars, exits, sound system table, lighting table, CD, and merch sales table, etc. The team head will also arrange for getting enough chairs and bodies to set them up and break them down. The Adventist Health Amphitheatre shows are GA seating 5,145 with a 200 person VIP front of stage, 24 persons on stage VIP, 128 persons in 16x VIP booths and a 46-person side stage VIP. All loose folding chairs shall be bonded in groups of at least 3 (CFC 1018.1).

It is very important not to have a void in front of the stage, for example, cleared floor space for step dancers. The empty space separates the act from the audience, seriously reducing the “energy” felt during the performance.

### D. LIGHTING

Must be bright and professional enough so that the people farthest from the stage have no problem seeing the performers expressions. If checking this before the artist arrives the following is a good rule of thumb, when standing on stage, you should be blinded, hot & bothered and uncomfortable. You should not see much past the first few rows of seats. Professionals are used to this and expect it. If you're comfortable and can see everything, you're wrong. Get good lights and leave them on.

### E. SHOW LENGTH

Keep in mind that the audience has shown up for a relaxed enjoyable night out. Nobody wants to sit silently for three and a half hours. They will need a break. Intermission allows them to stretch their legs, socialize, change their settings and buy merchandise, food and beverages for example. If at all possible, make sure they get some free time. They shouldn't be engaged from the time they get in to the time they leave. Typical shows are as follows:

- Gates 6:00pm - 6:30pm
- Opener 7:30pm
- Main Act 9/9:30pm – 11:00pm

### F. PARKING

Parking is provided at various locations throughout Downtown Tulare. Production staff parking is located on the closed off street of N St. All other staff parking around DT Tulare. Everyone must have a pass to park in closed off areas. Tour buses, gopher vehicles will park on N st. or backstage and must have credentials.

### G. VENDING

Tent setups for merch sales for the band and Spade Entertainment merch. 6-8 people should be available to sell, as well. The table will be located with the other vendors at the rear of the venue to avoid interrupting the performance if someone is leaving early and wants to buy something. It is possible that we offer merch in the VIP area. TBD

Team Head will make sure to have “float” money, which is used for change.

## **THIS TEAM HEAD COORDINATES WITH: Todd Speelman**

### **SECTION II: TICKETS, PROMOTION, ADVERTISING**

#### **FORMAT**

- 1 Team Head – Todd Speelman & Michelle McCauley
- 1 - 3 Team Members pending show size

Responsibilities: The head of this section is responsible for all aspects of ticket printing, distribution, sales and marketing. This section also handles the advertising the organization will pursue to achieve the goal of a sold-out performance. In addition, these team heads control on creative and content and are the only ones to release that info to marketing partners.

#### **MAJOR AREAS OF MANAGEMENT**

##### **A. TICKETS**

Tixr is used for all concerts and events. If the show is not sold-out, we will have tickets available at the door until 9 pm

##### **B. PROMOTIONAL MATERIALS**

Most of these will be supplied by the Artists/Managers and will include press releases, photos, biographies, critical reviews, etc. Posters should be provided, but often aren't. This includes social posts and any other marketing.

Determine where you'll place posters, make a list and divide it up fairly. Also, make up plenty of regular sized (8 1/2 x 11) flyers and have everybody in the organization who can, put them up at school, work, church, etc. Five people in a small bar cough up \$15 a piece because they saw a 20 cent poster, it's well worth the effort. Consider organizing a pub crawl/ poster pin up; there will be no shortage of volunteers.

##### **C. NEWSPAPERS/BLOGGERS /SOCIAL MEDIA**

The way to get good press coverage is by establishing good. eye-to-eye contacts with those reporters you want to help you. NOTHING ELSE WILL WORK. Mailing out PR's "shotgun" style will only result in your precious resources being placed "in the round file". Reporters are extremely busy folks; it's not that they don't care, they just need to be convinced of the importance of your event. An approach that works well is taking them out to lunch, or anything that gets them out of the office atmosphere. Be really sympathetic and human and you'll get far. Nice guys finish first a lot.

Pick the 2-3 periodicals that you most want big coverage from (big articles, interviews, photos etc.) Talk (in person) to their Arts/Entertainment editor. They will probably then assign a reporter to cover your event. Deliver your PR kit (again in person) and talk about what you're looking for. Offer to arrange an interview with the artists if they're interested.

Get the addresses of as many surrounding papers and bloggers as you can and send them blurbs for their free "events/happenings" columns. Every little bit helps. (Make sure you hit those papers that cater to your audience)

#### **D. BILLBOARDS**

Digital billboards are the best choice since you can change creative on the fly. For instance, you may have a small window for a pre-sale which you can put as a sense of urgency to purchase now before the price goes up. Then switch the creative to regular pricing after the pre-sale is over.

#### **E. TELEVISION**

TV will seldom be interested in events like these concerts, but you never know. It's probably not worth much effort unless the act is big enough to have more than just "Irish" appeal. If anyone in the group has the slightest connection, however, test the waters.

#### **F. RADIO (traditional and stream)**

If you decide to pursue this, don't forget College radio, which can offer surprising help as they cater to concert goers crowd in addition to everything else. For our shows we will be using radio and partnering with them for the presenting rites of the show. This allows us to get more bang for our buck and brings legitimacy.

#### **G. SOCIAL MEDIA**

Social Media for the Adventist Health Amphitheatre shows is handled internally with Todd Speelman and Power Ten marketing.

#### **ALL MARKETING**

Team Head is responsible for all messaging in all formats of media. For all opportunities, please run through him. Todd Speelman is also responsible for setting up band interviews and approving all media. Spade Entertainment employs Power Ten Marketing (Michelle McCauley) for all media purchases.

### **SECTION III: SECURITY AND OUTSIDE OPERATIONS/VENDORS**

#### **FORMAT**

1 Team Head – Aidan Lazano  
8-12 Team Members

Responsibilities: The head of this section ensures all arrive at and leave the concert as safely and easily as possible.

#### **MAJOR AREA OF MANAGEMENT**

##### **A. SECURITY**

Security is Echelon Security. Have them identifiable and assigned to stations. Cover: Backstage admittance, Bar Operations, Ticket sales points, Restricted areas and any other places the layout of the venue dictates. All exits and entry points to be covered along with bag checks and a "pit" team. Have back-ups keeping their eyes out for any possible problems such as drunks, noisy talkers who disturb others, potential criminal acts that can put the venue (and its insurance) in legal jeopardy. If the need arises to remove someone, do it as quietly as possible.

The Tulare Police Department uniformed officers are there to backup private security if there is a need. Officers are to walk the grounds to show some uniformed presence but also look for potential issues. If there are issues that private security can handle, they will notify the team leader. In turn if private security needs assistance from uniformed officers they will notify them.

Officers will also be professional, observant, and courteous to ensure the safety of the concertgoers, staff, and the entertainment."

### **Sample Plan**

Backstage/Onstage VIP – 1 guard

Front of Stage – 2 guards

Bars – 1 per bar

Entry – 3 to 4 at high entrance and 1 at all times

Side Exit – 1 per exit

VIP Entrance/Exit – 1 guard

Floater – 2 to 3 guards depending on size of show

Band – at the request 1 guard

### **B. SAFETY**

Make sure all paths to exits, stairwells, restrooms, etc. are free of any obstructions. Ensure all the wires and cables for sound and lights are taped down and even covered with throw rugs if available.

Make announcements about drinking responsibly. Have proper signage about drinking responsibly.

## **SECTION IV: ARTIST HOSPITALITY & MUSICIAN'S ASSISTANT**

### **FORMAT**

1 Team Head – Claudina Speelman

Responsibilities: The head of this section is responsible for ensuring that the performers are comfortable and are catered too. Treat your musicians like royalty and they'll want to come back. This team fills the requirements of the artist's "Rider clauses."

### **MAJOR AREAS OF MANAGEMENT**

## **A. DRESSING AREA**

1 Team Head – Claudia Speelman

The Musician(s) must have a comfortable backstage dressing area, properly lit and ventilated. **DO NOT ALLOW VISITORS IN THE DRESSING ROOM UNTIL AFTER THE PERFORMANCE – ONLY APPROVED BY ARTISTS VIA TODD OR CLAUDIA SPEELMAN.** Allow at least 20-30 minutes "cool down" and change of clothing leeway before inviting guests backstage. Remember, the performers, not you, set the backstage policy. There may be certain times when they don't even want concert staff back there. Let them have their peace and quiet when they need it. ANY entry into the dressing room requires authorization from a Team Head.

Have munchies and drinks available, especially after the show when they will probably be famished. Going the extra mile in this area, even if there are problems in others, can help tremendously.

## **B. PARKING**

Ensure that the artists have a place to park their vehicle and/or tour bus. For Adventist Health Amphitheatre there is parking backstage as well as N St which is closed off.

## **C. MUSICIAN'S ASSISTANT(S)**

Team will be able to assist with fetching last minutes things for the band, if need be, which may include taking them back to their hotels during the day pre-show. Claudia will determine who on her staff will perform each duty or she will handle on her own.

## **D. BAR**

1-2 – Team Head – Mark Nunes (TDES)

15-25 staff (pending show size)

The non-profit (TDES) and will handle staffing the bar as well as getting the right documents. The non-profit is experienced at all levels of shows. They will work directly with alcohol sponsors of the show for purchase of beer and wine.

- 1) Wristbands are used to distinguish participants over 21 years of age each day. No alcoholic beverages will be given to anyone without a wristband.
- 2) ID's will be checked and that will be trained before the event in proper ID checking techniques to ensure no one under 21 years of age gets a wristband.
- 3) Beer, wine and pre-mixed drinks will be sold at the bar from the serving area and will only be sold to individuals with an over 21 years of age wristband and proper ID check. Depending on the size of the show there may be up to 2 bars. VIP will have its own station behind next to the main bar so servers can grab drinks quickly when ordered from their seats.
- 4) All bar staff will be trained in how to spot over consumption.
- 5) Along with beer and wine premixed drinks will also be served. Pre-mixed drinks are just that and are NOT poured by the bottle per drink.

- 6) There will be one centrally located booth selling alcohol for main show. In addition, depending on the crowd we will have satellite bars throughout the venue. VIP areas will be able to order from servers with the proper wristband and ID.
- 7) Over consumption will be strictly forbidden. Anyone thought to be over consuming will be asked by security to leave the premises immediately. Security will of course confirm they are not driving but having said that we have to trust they are telling us they are not.
- 8) A security staff will be stationed at the bar area to watch for attendees possible being over served or any other issues.

#### **E. VENDORS**

All Adventist Health Amphitheatre shows will have various types of vendors and food trucks. All will be asked to provide the proper paperwork and list Spade Entertainment and The City of Tulare as 'additional insured'. Paperwork must be supplied to team member Todd Speelman 2 weeks prior to event to avoid losing deposit and not being able to participate in the event.

## I. POTENTIAL EMERGENCIES

**Medical Emergency** – Staff will be trained in procedures for dealing with a medical emergency. All Triage will flow to the first aid station located by the main entrance to the event. All staff will notify the closest security staff in case of a medical emergency, that staff will then radio to the first aid staff alerting them that there is an emergency. That security staff member will stay with that emergency until given the all clear by an event “manager” or by the first aid staff. An extra security staff will take the position of that security member until that staff member is ready to return to his or her post. In the case of multiple medical emergencies, the first aid staff will call 911 for assistance.

**Fire or explosion** – 911 will be called immediately. All security staff will be trained to assist patrons and staff in exiting through the nearest emergency exit and will stay on post until the patrons and staff has moved to a safe place. 4 separate emergency egress meeting areas will be designated based on which area the fire or explosion has occurred. The event will be closed and cleared immediately.

**Hazardous material spill/gas leak** – 911 will be called immediately. All security staff will be trained to assist patrons and staff in exiting through the nearest emergency exit and will stay on post till the patrons and staff has moved to a safe place. 4 separate emergency egress meeting areas will be designated based on which area the hazardous material spill/gas leak has occurred. The event will be closed and cleared immediately.

**Bomb Threat** – 911 will be called immediately. All security staff will be trained to assist patrons and staff in exiting through the nearest emergency exit and will stay on post until the patrons and staff has moved to a safe place. 4 separate emergency egress meeting areas will be designed based on which area the bomb threat has occurred. The event will be closed and cleared immediately.

**Armed or dangerous intruder/s** – 911 will be called immediately. All security staff will be trained to separate the patrons and other staff from the threat and use emergency exits to move people to safety quickly.

**Suspicious Items** – 911 will be called immediately. All security staff 911 will be called immediately. All security staff will be trained to assist patrons and staff in exiting through the nearest emergency exit and will stay on post until the patrons and staff has moved to a safe place. 4 separate emergency egress meeting areas will be designed based on which area the threat has occurred. The event will be closed and cleared immediately.

**Electrical Failure** – The area affected will be cleared immediately by security staff. Grounds crews will diagnose the issue and work with local utility staff to

ensure a safe return of power. In case of complete loss of electrical power, the event will be closed and cleared immediately.

**Lost child/missing persons** – Located next to the first aid station and the main entrance will be the main security post. Lost individuals will be escorted by security staff to that location and a radio message will go out to all security staff. At least one staff member will stay with that individual until they are found by the right persons.

**Person Entrapment** – 911 will be called immediately and security staff will try to assist in rescue.

**Persons with Disabilities** – Security will be trained to assist persons with disabilities to navigate the festival grounds safely and securely. All facilities will be built with disabled persons in mind. Security staff will also be trained to allow access to exit and “roundabout”.

## II. ALCOHOL MANAGEMENT PLAN

We will have alcohol onsite. It is extremely important to us to have a safe and problem free event that is enjoyable and maintains a zero tolerance for underage drinking and over consumption.

1. Wristbands are used to distinguish participants over 21 years of age each day. No alcoholic beverages will be given to anyone without a wristband.
2. ID's will be checked by event security that will be trained before the event in proper ID checking techniques to ensure no one under 21 years of age gets a wristband.
3. Tickets will be sold at the bars from the ID checking and serving area and will only be sold to individuals with an over 21 years of age wristband.
4. Tickets will be exchanged for drinks. Ticket takers will be trained in how to spot over consumption. Tickets will be a different color/markings for each show.
5. There will be one centrally located booth selling alcohol with possible satellite bars depending on the size of the show.
6. Over consumption will be strictly forbidden. Anyone thought to be over consuming will be asked by security to leave the premises immediately. We will do everything we can to ensure they are not driving but cannot totally control that.
7. A security staff will be stationed at the entrance/exit of the over 21 area so that no-one will be able to leave the area with an alcoholic beverage.

### **III. EMERGENCY MANAGEMENT PLAN**

For event organizers to meet their duty of care to patrons and staff, comprehensive event staff planning is required. While risks must be assessed and mitigated prior to and during an event, there will always be potential for an incident to occur. Our goal is to plan and provide a systematic response to such incidents.

The venue is an outdoor open area festival with a music stage, vendor booths, and alcohol area. This festival area will be fenced in for security reasons but will have several emergency exit areas.

- A. Our event will feature live music from 7pm until 11 pm (most shows) not including sound checks. We expect crowds anywhere from 2,000 to 5,500 per day. Events with more than 1,000 attendees shall require trained crowd managers. There will be one crowd manager per 250 attendees (CFC 403.11.3.1). All security is trained in crowd management as well as Spade Entertainment owners.
- B. Music on the stage directly to the north of the main entrance and to the east of the alcohol beverage area. This allows for easy emergency egress to the first aid station or to the exit.

### **IV. SANITATION, WASTE, AND UTILITY PLAN**

Restrooms will be available in multiple locations. The main restroom is located on site and is a fixed restroom. In addition, there is a VIP restroom located for stage VIP only next to that section, all artists have restrooms in the Green Room

- 1. Depending on number of attendees Portable restrooms may apply.
- 2. Hand washing station's will be placed immediately in front of any portable restrooms.
- 3. Restrooms will be cleaned and monitored throughout the day and evening for cleanliness and over use.
- 4. Spade Entertainment will have janitorial staff on site and they will be on site watching for trash and over filled cans and any other issues due to cleanliness.
- 5. Electric power will come from onsite utilities and approved generators. No outside generators are permitted without prior approval and inspection.
- 6. Team member Todd Speelman will work with the City of Tulare to attain on site dumpsters for trash hauling. A proper recycle plan will be in place as well. He will also work with the City for on- site trash cans throughout the venue.

### **V. STAFFING PLAN**

The best way we can ensure a safe and enjoyable experience for everyone is to have a knowledgeable and integrated staff. Our entire staff will be knowledgeable in most aspects of the event.

- 1. Security staff. We have scheduled security according to the

- Department of ABC requirements. Security is trained armed and unarmed. We will have maximum staffing during peak event hours.
2. The security staffing will be staggered thus giving us maximum staff during the busiest show.
  3. Artist Manager (Claudia Speelman) – her and her staff handle all artists logistics including day of and pre- travel.
  4. Grounds/Janitorial Crew – We will have a dedicated grounds crew on site.
  5. Alcohol Control Staff – We will have a dedicated staff for alcohol wristbands, tickets, and monitor “No Alcohol beyond This Point Area”.
  6. Staff Manager – Todd Speelman – to instruct, monitor and shift change workers.
  7. Vendor Coordinator – Todd Speelman – Provide and assist vendors and concessions.
  8. Logistic Manager – Todd Speelman– Assist with load in and set up safety.
  9. Alcohol Manager – Mark Nunes - Leads Trained manages consumption, inventory, and public safety.
  10. Stage Manager – Claudia or Todd Speelman - Handles all artists for proper timing of stage appearance.

All staffing managers' report to Todd Speelman

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# EMERGENCY ACTION PLAN

Facility Name: Adventist Health Amphitheatre



## I. GENERAL

All shows will be held at Adventist Health Amphitheatre

## II. PURPOSE

- a. This emergency action plan predetermines actions to take before and during and event put on by Spade Entertainment in response to an emergency or otherwise hazardous condition.

These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.

- b. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

## III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

## IV. BASIC PLAN

### A. EAP Event Representative

1. The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as **PRIMARY CONTACT: Todd Speelman 916-276-0699**

### B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through the use of 911. The caller should have the following information available to the 911 operator: nature of emergency, location, and contact person with callback number.
2. We will have on-site Private Security

### C. Severe Weather

1. Weather forecasts and current conditions will be monitored through the National Weather Service's Weather Forecast Office web site at [www.weather.gov/gsp](http://www.weather.gov/gsp).
2. Before the event - If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event - If severe weather occurs during the event, the EAP event representative or his/her designee will make notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are very limited provisions for sheltering participants in the event of severe weather.
5. This event will follow the 30-30 Rule for lightning. If lightning is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have passed since thunder was last heard.

#### **D. Fire**

1. No specific hazard has been identified as an increased risk of fire at this event.
2. All event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. The use of open flame for grilling is permitted under the Fire Code when the following conditions are met:
  - a) Must have a valid fire extinguisher, 2A10BC or class K.
  - b) Each space is allowed 1 LP tank per cooking device and only 1 spare LP tank regardless of the number of cooking devices. Must also have a non-combustible lid that properly fits the cooking appliance. All LP tanks are to be secured in an approved manner (tied, strapped, chained, etc.)
  - c) All tents/canopies used for cooking shall have a FLAME SPREAD Certification attached to the tent.
4. Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator: nature of emergency, location, and contact person with callback number.

#### **E. Medical Emergencies**

1. As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat related as well as traumatic injuries.
2. Limited provisions for onsite emergency (Adventist Health)
3. Should an incident occur that requires Emergency Medical Services, the on-site EMS officer will be contacted to request this resource. The caller will have the following information available to the on-site EMS officer: nature of emergency, precise location, and contact person with callback number.

## **F. Law Enforcement**

1. The need for constant Security presence at this event has been identified.
2. Should an incident occur that requires Law Enforcement, the on-site Head of Security will contact this resource. The caller will have the following information available to the on-site NorCal officer: nature of emergency, precise location, and contact person with callback number.

## **G. Emergency Vehicle Access**

1. Access for Emergency Vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks or public thoroughways.
4. Crowd control will be managed by Echelon Security Services, and they are certified in crowd control management
5. Parking for vendor and staff vehicles will be designated area.
6. Parking for attendee vehicles will be main parking area located on map

**V. Contact Information & Security Schedule**

<b>Primary Contact</b>	Todd Speelman	<b>916.276.0699</b>
<b>Secondary Contact</b>	Claudia Speelman	<b>916-276-5065</b>
<b>Security Contact</b>	Echelon Security Aidan Lozano	<b>323-687-2255</b>
<b>Site or Facility</b>	Todd Speelman	<b>916.276.0699</b>
<b>Emergency</b>	Law Enforcement  Fire Chief	<b>Fred Ynclan – 559-684-4290</b> <b>911 for all Emergencies</b> <b>Michael Ott – 559-684-4370</b>

**VI. EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS**

DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking Manager on site)

Name: Todd Speelman Phone: 916.276.0699

EMERGENCY COORDINATOR:

Name: Todd Speelman Phone: 916.276.0699

AREA/FLOOR MONITORS (If applicable):

Area/Floor: Security\_Name: Security Operations/Watch  
Commander Office 916.250.7853

ASSISTANTS TO PHYSICALLY CHALLENGED: Gate/Ticket staff

Name: Spade Entertainment/Todd Speelman

Phone: 916-276-0699

### Emergency Notification Contract List

Organization /Agency	Contact Person	Title	Office Phone	24 hr. Emergency Phone
Public Information Officer	Todd Speelman	Event Manager	916-276-0699	
Spade Ent	Todd Speelman	Event Organizer	916.276.0699	
Spade Ent	Claudia Speelman	Secondary	916.276.5065	
FEMA/ Community Emergency			800-621-3362	
First Aid	TBD		On Site	
Parks & Rec	Brian Beck		559.358.6361	911
	Michael Ott			
Tulare Fire Department			559-684-4360	911
Community Hazards & Nuisance			559-687-2288	
Road Conditions (CalTrans)				1-800-427-7623
City of Tulare Utilities			559-684-4260	
Tulare Public Health			559-624-8000	
Air Ambulance (Skylife)			559-292-2403	
Poison Control				

## **EVACUATION ROUTES**

Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:

- Emergency exits
- Primary and secondary evacuation routes
- Locations of fire extinguishers
- Fire alarm pulls stations' location (none)

*Site personnel should know at least two evacuation routes.*

## **EMERGENCY REPORTING AND EVACUATION PROCEDURES**

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS

## MEDICAL EMERGENCY

First use on site EMS. If at any point they deem it necessary they will call medical personal. ANY medical issues should have the form below filled out and it should be submitted at end of night to Todd Speelman

- † Paramedics
- † Ambulance
- † Fire Department
- † Other

Provide the following information:

- a. Nature of medical emergency,
  - b. Location of the emergency (address, building, room number)
  - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
  - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
2. Clear the air passages using the Heimlich maneuver in case of choking.

In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

## FIRE EMERGENCY

### *When fire is discovered:*

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling **911**.
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

†	Voice Comm.	†	Radio
†	Phone Paging	†	Other (specify)

***Fight the fire ONLY if:***

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

***Upon being notified about the fire emergency, occupants must:***

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.

***Designated Official, Emergency Coordinator or supervisors must (underline one):***

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

***Area/Floor Monitors must:***

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

***Assistants to Physically Challenged should:***

- Assist all physically challenged employees in emergency evacuation.

## EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measure should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long-term power loss.
  - Fire sprinkler system (never to be drained or tampered with by non-qualified personnel)
  - Standpipes (never to be drained or tampered with by non-qualified personnel)
  - Potable water lines
  - Toilets
- Add propylene-glycol to drains to prevent traps from freezing.
- Equipment that contains fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

### Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.

## CHEMICAL SPILL

The following are the locations of:

Spill Containment and Security Equipment: Backstage

Personal Protective Equipment (PPE):  
MSDS:\_Backstage

### ***When a Large Chemical Spill has occurred:***

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.
- Evacuate building as necessary

Name of Spill Cleanup Company: \_\_\_\_\_ Phone  
Number: \_\_\_\_\_

### ***When a Small Chemical Spill has occurred:***

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the MSDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review

procedures

## STRUCTURE CLIMBING/DESCENDING EMERGENCIES

List structures maintained by site personnel (tower, river gauge, etc.):

N o.	Structure Type	Location (address, if applicable)	Emergency Response Organization* (if available within 30- minute response time)

Emergency Response Organization(s):

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

(Attach Emergency Response Agreement if available)

\* N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).

# BOMB THREAT CHECKLIST

## BOMB THREAT PROCEDURES

*This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.*

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

**If a bomb threat is received by phone:**

1. Remain calm. Keep the caller on the line for as long as possible. **DO NOT HANG UP**, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, **DO NOT HANG UP**, but from a different phone, contact authorities immediately with information and await instructions.

**If a bomb threat is received by handwritten note:**

- Call \_\_\_\_\_
- Handle note as minimally as possible.

**If a bomb threat is received by e-mail:**

- Call \_\_\_\_\_
- Do not delete the message.

**Signs of a suspicious package:**

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

**\* Refer to your local bomb threat emergency response plan for evacuation criteria**

**DO NOT:**

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at [OBP@dhs.gov](mailto:OBP@dhs.gov)



Homeland Security

2014

## BOMB THREAT CHECKLIST

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**TIME CALLER HUNG UP:** \_\_\_\_\_

**PHONE NUMBER WHERE CALL RECEIVED:** \_\_\_\_\_

### Ask Caller:

- Where is the bomb located? (building, floor, room, etc.) \_\_\_\_\_
- When will it go off? \_\_\_\_\_
- What does it look like? \_\_\_\_\_
- What kind of bomb is it? \_\_\_\_\_
- What will make it explode? \_\_\_\_\_
- Did you place the bomb? Yes No \_\_\_\_\_
- Why? \_\_\_\_\_
- What is your name? \_\_\_\_\_

### Exact Words of Threat:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Information About Caller:

- Where is the caller located? (background/level of noise) \_\_\_\_\_
- Estimated age: \_\_\_\_\_
- Is voice familiar? If so, who does it sound like? \_\_\_\_\_
- Other points: \_\_\_\_\_

Caller's Voice	Background Sounds	Threat Language
<input type="checkbox"/> Female	<input type="checkbox"/> Animal noises	<input type="checkbox"/> Incoherent
<input type="checkbox"/> Male	<input type="checkbox"/> House noises	<input type="checkbox"/> Message read
<input type="checkbox"/> Accent	<input type="checkbox"/> Kitchen noises	<input type="checkbox"/> Taped message
<input type="checkbox"/> Angry	<input type="checkbox"/> Street noises	<input type="checkbox"/> Irrational
<input type="checkbox"/> Calm	<input type="checkbox"/> Booth	<input type="checkbox"/> Profane
<input type="checkbox"/> Clearing throat	<input type="checkbox"/> PA system	<input type="checkbox"/> Well-spoken
<input type="checkbox"/> Coughing	<input type="checkbox"/> Conversation	
<input type="checkbox"/> Cracking voice	<input type="checkbox"/> Music	
<input type="checkbox"/> Crying	<input type="checkbox"/> Motor	
<input type="checkbox"/> Deep	<input type="checkbox"/> Clear	
<input type="checkbox"/> Deep breathing	<input type="checkbox"/> Static	
<input type="checkbox"/> Disguised	<input type="checkbox"/> Office machinery	
<input type="checkbox"/> Distinct	<input type="checkbox"/> Factory machinery	
<input type="checkbox"/> Excited	<input type="checkbox"/> Local	
<input type="checkbox"/> Laughter	<input type="checkbox"/> Long Distance	
<input type="checkbox"/> Lisp		
<input type="checkbox"/> Loud		
<input type="checkbox"/> Nasal		
<input type="checkbox"/> Normal		
<input type="checkbox"/> Ragged		
<input type="checkbox"/> Rapid		
<input type="checkbox"/> Raspy		
<input type="checkbox"/> Slow		
<input type="checkbox"/> Slurred		
<input type="checkbox"/> Soft		
<input type="checkbox"/> Stutter		
	<b>Other information:</b>	
	_____	
	_____	
	_____	
	_____	

## SEVERE WEATHER AND NATURAL DISASTERS

### Tornado

- When a warning is issued by sirens or other means, seek inside shelter.
- Consider the following:
- Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

### Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

### Flood:

#### If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

#### If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

### Hurricane:

The nature of a hurricane provides for more warning than other natural and

weather disasters. A hurricane watch is issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

Once a hurricane watch has been issued:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Moor any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building
- moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.
- Once a hurricane warning has been issued:
- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

#### **During a hurricane:**

- Remain indoors and consider the following:
- Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.

#### **Blizzard:**

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!

If there is no heat:

- Close off unneeded rooms or areas.
- Stuff towels or rags in cracks under doors.
- Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent

dehydration.

- Wear layers of loose-fitting, light-weight, warm clothing, if available.

If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
- Prepare a lean-to, wind break, or snow cave for protection from the wind.
- Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
- Do not eat snow. It will lower your body temperature. Melt it first.

If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
- Turn on the dome light at night when running the engine.
- Tie a colored cloth to your antenna or door.
- Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep

## CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments: TBD

Work Area	Name	Job Title	Description of Assignment
-----------	------	-----------	---------------------------

- Personnel involved in critical operations may remain on the site upon the permission of the site designated official or Emergency Coordinator.
- In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate offices to initiate backups. This information can be obtained from the Emergency Evacuation Procedures included in the manual.

The following offices should be contacted:

Name/Location:      Telephone Number:

Name/Location:      Telephone Number:

Name/Location:      Telephone Number:

## TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Adventist Health Amphitheatre

<u>Name</u>	<u>Title</u>	<u>Responsibility Date</u>
-------------	--------------	----------------------------

INCIDENT REPORT FORM			
Once completed, this form should be copied and retained by the event organiser and the casualty These details should also be recorded in the organisers accident book where one exists			
Event name	<input style="width: 98%;" type="text"/>		
Date of event	<input style="width: 150px;" type="text"/>		
About the person who had the incident			
Name	<input style="width: 200px;" type="text"/>	<b>If under 18:</b>	
Date of birth	<input style="width: 150px;" type="text"/>	Were parents contacted?	<input style="width: 50px;" type="text"/> Yes / No
Address	<input style="width: 200px;" type="text"/>	What was the outcome of this contact?	<input style="width: 100%; height: 100%;" type="text"/>
Postcode	<input style="width: 150px;" type="text"/>		
Telephone	<input style="width: 150px;" type="text"/>		
First witness of incident (if available)		Second witness of incident (if available)	
Name	<input style="width: 200px;" type="text"/>	Name	<input style="width: 200px;" type="text"/>
Date of birth	<input style="width: 150px;" type="text"/>	Date of birth	<input style="width: 150px;" type="text"/>
Address	<input style="width: 200px;" type="text"/>	Address	<input style="width: 200px;" type="text"/>
Postcode	<input style="width: 150px;" type="text"/>	Postcode	<input style="width: 150px;" type="text"/>
Telephone	<input style="width: 150px;" type="text"/>	Telephone	<input style="width: 150px;" type="text"/>
Date of incident	<input style="width: 200px;" type="text"/>		
Time of incident	<input style="width: 200px;" type="text"/>		
Details on location of incident - specify location accurately where possible			

**Details of incident**

--

**Description of injuries**

--

**Details of first aid treatment received**

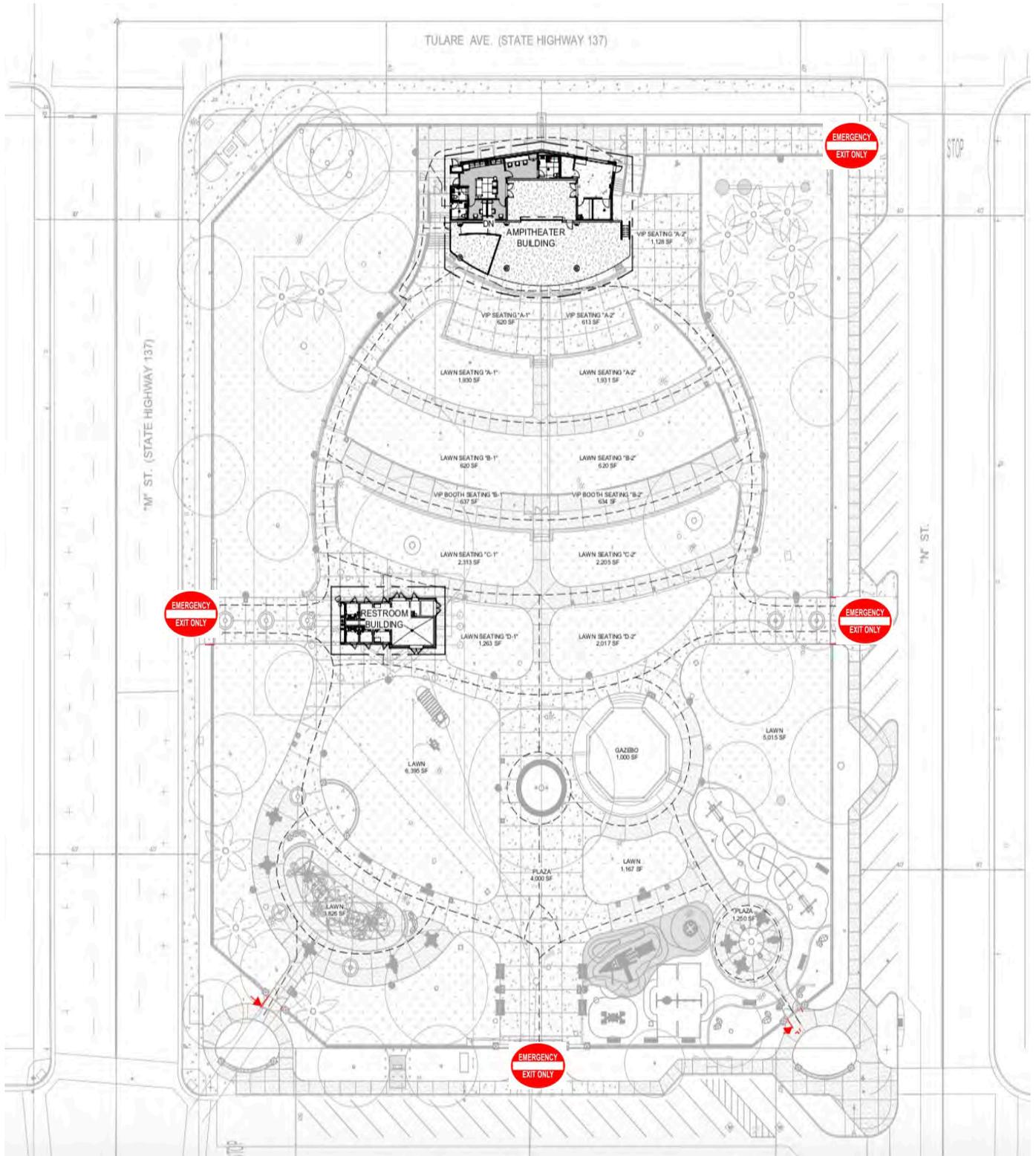
--

**Incident report form completed by**

Name	<input type="text"/>
Date of birth	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>
Telephone	<input type="text"/>

**Sign and date**

Casualty	<input type="text"/>	Date	<input type="text"/>
First witness	<input type="text"/>	Date	<input type="text"/>
Second witness	<input type="text"/>	Date	<input type="text"/>
Completed by	<input type="text"/>	Date	<input type="text"/>



# BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

### If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

### If a bomb threat is received by handwritten note:

- Call \_\_\_\_\_
- Handle note as minimally as possible.

### If a bomb threat is received by e-mail:

- Call \_\_\_\_\_
- Do not delete the message.

### Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

**\* Refer to your local bomb threat emergency response plan for evacuation criteria**

### DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at [OBP@dhs.gov](mailto:OBP@dhs.gov)



Homeland Security

2014

# BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER HUNG UP:

PHONE NUMBER WHERE CALL RECEIVED:

### Ask Caller:

• Where is the bomb located?  
(building, floor, room, etc.)

• When will it go off?

• What does it look like?

• What kind of bomb is it?

• What will make it explode?

• Did you place the bomb? Yes No

• Why?

• What is your name?

### Exact Words of Threat:

### Information About Caller:

• Where is the caller located? (background/level of noise)

• Estimated age:

• Is voice familiar? If so, who does it sound like?

• Other points:

#### Caller's Voice

- Female
- Male
- Accent
- Angry
- Calm
- Clearing throat
- Coughing
- Cracking voice
- Crying
- Deep
- Deep breathing
- Disguised
- Distinct
- Excited
- Laughter
- Lisp
- Loud
- Nasal
- Normal
- Ragged
- Rapid
- Raspy
- Slow
- Slurred
- Soft
- Stutter

#### Background Sounds

- Animal noises
- House noises
- Kitchen noises
- Street noises
- Booth
- PA system
- Conversation
- Music
- Motor
- Clear
- Static
- Office machinery
- Factory machinery
- Local
- Long Distance

#### Threat Language

- Incoherent
- Message read
- Taped message
- Irrational
- Profane
- Well-spoken

#### Other Information:

# BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

### If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

### If a bomb threat is received by handwritten note:

- Call \_\_\_\_\_
- Handle note as minimally as possible.

### If a bomb threat is received by e-mail:

- Call \_\_\_\_\_
- Do not delete the message.

### Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

**\* Refer to your local bomb threat emergency response plan for evacuation criteria**

### DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

### WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at [OBP@dhs.gov](mailto:OBP@dhs.gov)



**Homeland Security**

2014

# BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER HUNG UP:

PHONE NUMBER WHERE CALL RECEIVED:

### Ask Caller:

• Where is the bomb located? (building, floor, room, etc.)

• When will it go off?

• What does it look like?

• What kind of bomb is it?

• What will make it explode?

• Did you place the bomb? Yes No

• Why?

• What is your name?

### Exact Words of Threat:

### Information About Caller:

• Where is the caller located? (background/level of noise)

• Estimated age:

• Is voice familiar? If so, who does it sound like?

• Other points:

Caller's Voice	Background Sounds	Threat Language
<input type="checkbox"/> Female	<input type="checkbox"/> Animal noises	<input type="checkbox"/> Incoherent
<input type="checkbox"/> Male	<input type="checkbox"/> House noises	<input type="checkbox"/> Message read
<input type="checkbox"/> Accent	<input type="checkbox"/> Kitchen noises	<input type="checkbox"/> Taped message
<input type="checkbox"/> Angry	<input type="checkbox"/> Street noises	<input type="checkbox"/> Irrational
<input type="checkbox"/> Calm	<input type="checkbox"/> Booth	<input type="checkbox"/> Profane
<input type="checkbox"/> Clearing throat	<input type="checkbox"/> PA system	<input type="checkbox"/> Well-spoken
<input type="checkbox"/> Coughing	<input type="checkbox"/> Conversation	
<input type="checkbox"/> Cracking voice	<input type="checkbox"/> Music	
<input type="checkbox"/> Crying	<input type="checkbox"/> Motor	
<input type="checkbox"/> Deep	<input type="checkbox"/> Clear	
<input type="checkbox"/> Deep breathing	<input type="checkbox"/> Static	
<input type="checkbox"/> Disguised	<input type="checkbox"/> Office machinery	
<input type="checkbox"/> Distinct	<input type="checkbox"/> Factory machinery	
<input type="checkbox"/> Excited	<input type="checkbox"/> Local	
<input type="checkbox"/> Laughter	<input type="checkbox"/> Long Distance	
<input type="checkbox"/> Lisp		
<input type="checkbox"/> Loud		
<input type="checkbox"/> Nasal		
<input type="checkbox"/> Normal		
<input type="checkbox"/> Ragged		
<input type="checkbox"/> Rapid		
<input type="checkbox"/> Raspy		
<input type="checkbox"/> Slow		
<input type="checkbox"/> Slurred		
<input type="checkbox"/> Soft		
<input type="checkbox"/> Stutter		

**Other Information:**

## SPADE ENTERTAINMENT POLICIES

SPADE ENTERTAINMENT is dedicated to providing a fun, positive, and safe experience for all guests. We ask that you please be aware of and abide by the following policies:

**CLEAR BAG POLICY:** NO backpacks, large purses, or bags will be allowed into the venue. If bags must be carried into the venue, we ask that you adhere to a clear bag policy.

- - Bags are clear plastic, vinyl, or PVC and do not exceed 12" x 6" x 12"
  - One-Gallon clear plastic freezer bags, (Ziplock or similar)
  - Small purses or clutch bags that do not exceed 6.5" x 4.5"
  - One (1) empty, clear plastic water bottle is allowed per person into the venue
  - Medical or diaper bags with items required for medical or child care needs

### **PROHIBITED ITEMS:**

- Chairs exceeding the low-profile regulations (see image below)
- Any outside food or beverages
- Coolers of any kind
- Pets (with the exception of properly documented service animals)
- Weapons of any kind
- Pepper Spray or mace
- Air Horns or noisemakers
- Laser pointers
- Musical instruments
- Professional recording devices of any kind
- Bicycles, skates, scooters, or skateboards
- Motorized personal vehicles (hoverboards or Segway's)
- Throwing type items
- Illegal substances or drugs
- Umbrellas, ez-ups, temporary shade elements
- Signs or banners
- Selfie sticks or tripods
- Flyers, samples, or promotional items
- Fire-creating objects

### **ALLOWED ITEMS**

- Each attendee can bring in a single towel/small blanket for seating in General Admission areas (not to exceed 3' x 5') OR a single low-profile chair (no more than 7" from the ground to the seat, and no more than 20" from the top of the chair to the ground)
- Cameras with 3-inch lenses or shorter
- One clear unopened plastic water bottle

- Smoking only in designated areas of the venue
- Stroller (with accompanying child)
- Sunblock
- Sunglasses
- Bags in compliance with Clear Bag Policy (listed above)

All individuals and their belongings are subject to search. Anyone possessing PROHIBITED ITEMS will be asked to return them to their vehicles before being allowed to enter the venue or will be asked to dispose of the item/items in the garbage cans provided at the gate.

**IF YOU HAVE A SPECIAL CIRCUMSTANCE AND CANNOT USE A LOW-PROFILE CHAIR OR IF YOU HAVE AN ADA CARD, YOU CAN BRING A REGULAR CHAIR AND SIT IN OUR ADA GA SECTION. IF YOU PURCHASE VIP OR FRONT OF STAGE A CHAIR IS PROVIDED**

### **PROHIBITED ACTIVITIES**

- Entering the venue without a ticket
- Occupying any seat or area without the appropriate ticket
- Throwing objects of any kind
- Irresponsible drinking or behavior
- Any distraction to the performance or performers
- Mistreatment to other guests or staff/personnel, including but not limited to, verbal abuse, harassment, profanity, confrontations, intimidation, or threatening behavior
- Any gestures and/or clothing that utilizes profane language or content that promotes fosters, or perpetuates discriminations on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, conduct or encouragement of illegal activity.
- Failure to follow the directions of law enforcement, security, ushers, ticket takers, or any other Spade Entertainment personnel will result in ejection from the location

The entire Zumwalt amphitheater is ADA compliant so please purchase the corresponding ticket to the area you would like to be in. All policies will be strictly enforced and guests who choose not to abide by the policies will be ejected from the venue. Ejections are documented and anyone ejected from the venue may be banned from future events. These policies are subject to change without notice. All tickets are non-refundable



Example of a low-backed chair allowed in the venue

## **COMPLAINTS/REFUNDS**

*All formal complaints, requests for refunds, discounts, and claims shall be served to the operator (Spade Entertainment). Any matters that are not or cannot be satisfactorily resolved by the operator may then be served to the Director of the City of Tulare Parks and Recreation Department. Any appeals are to be served to the City Manager of the City of Tulare whose decision will be final. Any further recourse will be through the County of Tulare, Superior Court.*

# Spade Entertainment Adventist Health Amphitheatre Rental Policies and Procedures



### **Purpose of the Adventist Health Amphitheater**

When not in use for entertainment purposes, the amphitheater is part of Zumwalt Park, a space open to the public. To limit impacts to the public and preserve Zumwalt Park for general public enjoyment, rental of the amphitheater shall be limited primarily to entertainment purposes including music and performing arts.

### **Contract**

Based on information submitted in the application and any additional information submitted to Spade Entertainment, a contract will be prepared for the renter including rental fees, required documents and timeframes for submission of documents or other information. The contract shall serve as a permit entitling renter to use of the Adventist Health Amphitheater as described in the contract. For information purposes only the application form is attached hereto as Attachment A.

### **Fees**

Every event is unique and final fees will be determined based on information submitted in the application and specific needs of the event proposed. Fee rates will be included as part of the Spade Entertainment Fee Schedule and are subject to annual updates. Current Fee Rates are shown on Exhibit B. Based on the information submitted in the application and any additional information requested by the Spade Entertainment, Spade Entertainment will determine how many of our personnel are required to be onsite, in what positions and what length of time, at which time the renter will be charged the associated fees applicable. Fees will be determined and entered into the renter's contract. Fees owed in the form of food or alcohol sales fees are payable to Spade Entertainment in the time frame as specified in the contract. Fees may include equipment and other related service fees such as running a bar or food service station.

Spade Entertainment may choose to reduce or waive fees for certain events if certain criteria are met. Spade Entertainment will consider such requests for events that meet the majority of the following criteria;

- Event is an entertainment, art or performing art related event (all requests must meet this criteria).
- Nonprofit sponsored event that is open to the public and is low or no-cost
- Event advances the City's art objectives or provides a unique public benefit.
- Event supports or provides benefit to other city programs or services or enhances the city's ability to attract additional events the city might not otherwise be able to attract and that would pay full cost.
- Event proposed for non-peak day(s) or season.

### **Refunds and Deposits**

A refundable security deposit is due at the time of submission of signed contract to Spade Entertainment. Timeframes for submission of the security deposit, notice of cancellations and refunds or retention of the security deposit will be established by Spade Entertainment. Deposits will be used by the Spade Entertainment to repair, replace or pay for any property damage that occurs during the rental either by the renter or any participant at the event produced by the renter or for staffing costs if event exceeds stated time frame. The unused portion of the deposit will be refunded to the renter after the event. However, the deposit may be held at the discretion of Spade Entertainment for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit will be refunded upon the following conditions: 1. All terms of the contract have been met. 2. All facilities are left in good condition. 3. Cancellation procedures have been followed.

### **Reservation Procedures**

No oral agreements for use of the Adventist Health Amphitheater shall be valid. All valid reservations will be confirmed in writing in the form of a contract and all conditions and terms of the contract are met. Use of the Adventist Health Amphitheater is determined on a first-come, first-served basis. Maximum reservation periods will be established by Spade Entertainment. Reservations are not confirmed until

Initials \_\_\_\_\_

this application is completed and signed by the renter, received and approved for use Spade Entertainment, a rental agreement is produced and fully executed and all conditions and terms of the rental agreement have been met. All fees must be paid in advance of the rental date in a timeframe specified in the contract. Failure to pay all fees as specified in the contract constitutes a breach of rental agreement for use of the Adventist Health Amphitheater and will result in the immediate cancellation of the rental date. All applicable fees, necessary documents, correct insurance certificates and endorsements must be received by the City before or on date items are stated as due in rental contract. If renter fails to meet said deadlines rental will be cancelled by the City. At this time, renter may be offered a new rental date if available and renter will complete a new application and begin a new reservation procedure.

Additional charges may be assessed for property damages and extended occupancy periods beyond what is stated in the rental agreement. Upon submittal of an invoice of additional charges and within the time period specified in the contact, the renter shall pay all additional charges in excess of the deposit.

**Use of Volunteers Supplied by Renter**

Renter's use of volunteers to support the event is subject to approval by Spade Entertainment. Approved volunteers may perform nonessential job duties. Examples of nonessential job duties include selling raffle tickets, handing out brochures, bar service, merchandise sellers and ushering. Paid staff must be used in positions of security, ticketing and bag check at entry gates, and secured backstage areas. Volunteers may also not be used for., parking attendants, traffic control, trash removal and restroom maintenance as these positions are managed by Spade Entertainment personnel and inclusive in rental fee for venue use unless otherwise agreed upon and evidenced in writing signed by both parties.

**Sponsorship, Marketing, Advertising**

Sponsorships shall not be secured, and advertising/announcements/websites shall not be made public, prior to written confirmation from Spade Entertainment in the form of a contract. Advertising or announcements, including all marketing materials and collateral, passes and tickets, must be pre-approved by Spade Entertainment prior to release. Tickets may not be sold prior to written confirmation from Spade Entertainment in the form of a rental agreement. Renter may be required to include in all marketing/advertising materials policy statements pertaining to the Zumwalt Amphitheater and/or Spade Entertainment

**Concessions**

Renter may contract with a third party or parties to provide food concessions at Event with the approval of Spade Entertainment. Should renter choose not to provide food concessions, Spade Entertainment reserves the right to provide food concessions. Alcohol and beverage sales shall be the sole responsibility of the Spade Entertainments team and their sponsors. Renter may negotiate a partial fee of the bar with Spade Entertainment. No bottles or glass containers will be allowed. For information purposes only the current Beverage Service Policies are attached.

Renter shall be responsible for obtaining all necessary licenses required through the State of California the Tulare County Department of Health as well as the Tulare Police Department, and comply with all state and local laws regarding the sale of alcohol or food. Copies of any license(s) or permit(s) from other state or local agencies shall be submitted to Spade Entertainment within the time period specified in the contract. In the event that the required permits are not obtained, Spade Entertainment has the exclusive right to delay or cancel the Event at no cost or obligation to Spade Entertainment.

Initials \_\_\_\_\_

**Restroom Facilities**

Adventist Health Amphitheater is equipped with permanent restroom facilities. Based on information submitted in the application and projected event attendance, additional portable restroom facilities may be required. Renter agrees to provide and pay for the necessary number of portable restroom facilities in compliance with current building code and ADA standards. Spade Entertainment will determine the timeframe for delivery and pickup of portable restrooms. It is the renter's responsibility to ensure any required portable restrooms are delivered and picked up within the time frames specified. Failure to do so may result in a delay or cancelling of the event.

**Merchandise Sales and Revenue**

The City acknowledges and agrees that renter shall have the right to sell, and/or to authorize third parties to sell, non-food and non-beverage merchandise at the Event. Merchandise sales must be consistent with the policies adopted by City of Tulare. All revenue (100%) derived from such merchandise sales shall be retained by renter or its authorized third parties. Spade Entertainment shall be allowed to sell venue merchandise and tickets to future events from a designated structure within the venue. All revenue (100%) derived from such venue merchandise and ticket sales shall be retained by Spade Entertainment

**Venue Rules**

Renter agrees to notify and make available to all ticketholders the City's and Spade Entertainment Rules and Regulations for the venue as well as parking information. This information shall be available on renter's ticketing website once ticket sales begin and shall remain posted through the duration of the event. (For information purposes only the current Rules and Regulations are attached)

**Traffic Control & Parking**

The City of Tulare has the discretion to manage all parking operations for Renter's event. The City will determine the number and location of parking lots to be used for Renter's event based on the information contained in the application. Parking lots shall be used for their intended purposes and will be manned and controlled by City staff or professional parking firm contracted through the City. Renter may not sell, as any part of a ticket package or sponsorship, City parking lots. The City will designate and provide Renter with areas to be used for equipment Loading/Unloading, Bus and/or RV parking for performers. No other passes will be recognized and/or approved to park in these designated areas. If it is determined that traffic control by the Tulare Police Department is needed as a result of Renter's event, all costs associated with traffic control will be borne by the Renter.

**Noise & Lighting**

To minimize negative noise impacts and comply with the City of Tulare noise level standards, Spade Entertainment requires any event with amplified sound to contract with an approved sound production company. Concert speakers should be placed on the stage or if suspended above the stage, shall be angled downward towards the audience. Additional stage lighting shall be angled towards the stage or audience and shall not flash or project outside of the venue.

**Photography/Recording/Broadcast**

Renter has the right (at its sole cost and expense) to photograph, make audio or video recordings of, broadcast, and/or stream the Event. The renter shall own the copyright in any such photographs, recordings (audio and/or video) and/or broadcasts and shall have the free and unrestricted right to use any such photographs, recordings (audio and/or video) and/or broadcasts in any manner it sees fit in perpetuity, including, without limitation, broadcast on its radio stations or on its website. The renter shall be solely responsible for obtaining any and all consents required from the artists performing at the Event required for the renter to fully exercise its rights.

Initials \_\_\_\_\_

The City of Tulare and Spade Entertainment uses surveillance cameras to monitor the facility for safety and security purposes. These cameras are monitored by the Tulare Police Department and capture video only with no audio. The video is stored pursuant to the City of Tulare retention schedule.

### **Law Enforcement**

The City, along with Spade Entertainment will determine if Tulare Police staffing will be required for rental event using information provided in this application. The City and Spade Entertainment reserves the right to, and shall have the authority to, require a reasonable number of officers which it deems necessary for a particular event to ensure the safety of the public, the premises and the Adventist Health Amphitheater at all times during which the facility is used and occupied by the Renter, or by persons authorized by the Renter. This includes but is not limited to officers stationed within the venue, traffic control and dispatch. Assigned officers will provide services only as stated in the contract. Renter is responsible for providing private security or other staffing for any services outside of the scope of the contract. Renter is responsible for all costs for police staffing associated with the event. A deposit for police staffing costs is required within the time period specified in the contract.

### **Security**

If renter will be providing private security, information on security firm must be submitted to Spade Entertainment within the time period specified in the contract. It is the Renter's responsibility to ensure that all security guards have a current and valid registration with the California Bureau of Security and Investigative Services. In many times it may be less expensive to use Spade Entertainment securities' company

### **Emergency Medical Personnel**

Spade Entertainment will determine if an ambulance will be required to be onsite during rental event. The renter bears all associated costs for providing ambulance services, if required. A copy of the ambulance/paramedic service contract must be submitted to the city within the time period specified in the contract.

### **Missing/Damaged Equipment Charges**

If after the event any equipment or facilities are found to be damage or missing, staff will determine costs for repair and replacement. The deposit will be withheld until such time as repair or replacement costs can be determined and the costs will be deducted from the deposit. Any costs above and beyond the deposit amount will be billed to the renter. Renter agrees to pay for costs above and beyond the deposit amount.

### **Insurance Requirements for Renter**

The City will determine the appropriate insurance and insurance amounts based on information provided in this application.

### **Insurance Requirements for Renter's Vendors, Sub-Contractors, Service Providers**

The Renter shall ensure that its' vendors, entertainers, sub-contractors and service providers will be required to obtain and provide a certificate of liability insurance and endorsements to the Spade Entertainment within the time period specified in the contract. Insurance liability limits will be determined by the Spade Entertainment using information provided in this application. Insurance requirements will be identified and entered into the rental agreement.

### **Misrepresentation of Event**

Any misrepresentation as to the nature of the rental as described in this application and referred to in the rental contract, or to the number of attendees expected, contact or payment information, or any other falsification of permits and/or documents will result in the immediate cancellation of the rental and forfeit of all fees paid, and may result in legal action.

### **Authority to Cancel Event**

Spade Entertainment and The City of Tulare reserves the right to cancel and event if it is determined there is a risk to the public health, safety or welfare or place additional restrictions or requirements on the event, if determined these additional restrictions or requirements will mitigate any concerns.

**Renters Property/ Loss/Damage/Defacement**

The City of Tulare or Spade Entertainment shall assume no responsibility for any property placed on or in its facilities or grounds. The City of Tulare and Spade Entertainment, its officers, agents and employees, are released and discharged from any and all liability for loss, injury or damaged to persons or property that may be sustained by the use or occupancy of the facility and its environs. No decorative or other material will be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the Adventist Health Amphitheater rental space, including but not limited to fencing, gates, stages, buildings, windows, vegetation, restrooms, without prior approval from the City. Renters must receive prior approval to hang any banner or signage on City property. Drilling into any fence, cement, wall, and/or brick on/in any part of the park rental space is strictly prohibited. Driving onto rental park space grass or pavers, including but not limited to golf carts is strictly prohibited. No items will be laid or placed on the rental park space turf that might cause damage to it. Any group using the Zumwalt Amphitheater rental space agrees to leave the premises in the same condition it was prior to their usage. Renter agrees to assume all responsibility for any damages done to the premises in the same condition it was prior to their usage. Renter agrees to assume all responsibility for any damages done to the premises or facility as a result of their usage. Renter is responsible for any loss, damage or theft of personal property that is incurred by the Renter, performers, and/or those in attendance.

**Laws & Ordinances**

Renters shall be responsible for compliance with all federal, state and local laws, ordinances and regulations applicable to such party’s activities and obligations in connection with the Event and use of the venue.

**Anti-Discrimination**

Discrimination by renter, its officers, agents, or employees, based on age, race, color, religion, sexual orientation, gender, disability, or national origin is prohibited.

**Business License & Taxes**

Any individual or entity selling ticket, souvenirs, or any other merchandise or service before, during or after the event must obtain a City of Tulare business license. Renters will be responsible for collecting all applicable taxes, Including Federal, State and City taxes.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## RULES & REGULATIONS

*Spade Entertainment is dedicated to providing a high quality entertainment experience. Guests who do not choose to abide by our policies will be ejected from the amphitheater. Ejections are documented and anyone ejected from the amphitheater may be banned from future events. The purpose of our policies is to help ensure that all Zumwalt Amphitheatre guests enjoy a positive and safe experience.*

The following rules and regulations will be enforced for all ticketed concerts at Zumwalt Amphitheatre. All individuals and their belongings are subject to search. The Following information is subject to change without notice;

### **CLEAR BAG POLICY**

NO backpacks, large purses, or bags will be allowed into the venue. If bags must be carried into the venue, we ask that you adhere to a clear bag policy.

- Bags are clear plastic, vinyl, or PVC and do not exceed 12" x 6" x 12"
- One-Gallon clear plastic freezer bags, (Ziplock or similar)
- Small purses or clutch bags that do not exceed 6.5" x 4.5"
- One (1) empty, clear plastic water bottle is allowed per person into the venue
- Medical or diaper bags with items required for medical or child care needs

### **PERMITTED:**

- ☒ Each attendee can bring in a single towel/blanket for seating in General Admission areas, not to exceed 3' x 5' **OR** a single low profile chair\*
- ☒ One (1) Sealed plastic water bottle per attendee
- ☒ Seat cushions
- ☒ Guests with medical bags or items they must carry with them will be inspected and either have a wristband or sticker placed on it to show that it has been inspected
- ☒ Cameras with 3 inch lenses or shorter
- ☒ Smoking only permitted in designated areas of the venue.

\*Low Profile Chairs: The specific measurements for a chair to qualify as low-profile are; no more than 6 inches from the ground to the seat, and no more than 20 inches from the top of the chair to the ground.

*Anyone possessing PROHIBITED items will be asked to return them to their vehicles before being allowed to enter the amphitheater or will be asked to dispose of the item/items in the garbage cans provided at the gate.*

### **PROHIBITED:**

- ☒ Chairs exceeding the low profile regulations
- ☒ Blankets exceeding size regulations
- ☒ Any outside food or beverages; Cans, glass bottles or alcoholic beverages
- ☒ Coolers of any size (including soft sided coolers)
- ☒ Pets (with the exception to service animals and proper paperwork)
- ☒ Weapons of any kind (including silverware) or Pepper Spray
- ☒ Bullhorns, klaxons, whistles, or any other noise makers that will disrupt the performance
- ☒ Laser pointers of any type
- ☒ Musical instruments
- ☒ Projectiles or throwing objects of any kind (such as beach balls, Frisbees, hula hoops, footballs, or any other throwing type item)

Initials \_\_\_\_\_

- ❑ Any object that will create a fire (lighters, candles, fireworks, sparklers, etc.)
- ❑ Professional recording devices of any kind
- ❑ Umbrellas
- ❑ Strollers or playpens
- ❑ Signs, banners, or tripods that interfere with the view of the performance for other guests
- ❑ Skateboards, bicycles, roller skates, in-line skates, scooters, Segway's, or hoverboards
- ❑ Wallet chains, spiked bracelets or belts
- ❑ Occupying any seat without the appropriate ticket
- ❑ Irresponsible drinking or behavior
  
- ❑ Illegal substances or drugs
- ❑ Any gestures and/or clothing that utilizes profane language or content that promotes fosters, or perpetuates discriminations on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, conduct or encouragement of illegal activity.
- ❑ Any distraction to the performance or performers
- ❑ Mistreatment to other guests or staff/personnel, including but not limited to, verbal abuse, harassment, profanity, confrontations, intimidation, or threatening behavior
- ❑ Failure to follow the directions of law enforcement, security, ushers, ticket takers, or any other City of Tulare personnel will result in ejection from the location.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Insurance Requirements

1. Renter or Renter's contracted beverage service shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) fully covering all activities and undertakings of Service Club or Nonprofit connected with this event. All coverage available to Service Club or Nonprofit as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Principal shall provide to City the full policy limits of Service Club or Nonprofit's insurance, with limits no less than, a combined single limit of Two million dollars (\$2,000,000) per occurrence for injury or death to any person and One Hundred Thousand Dollars (\$100,000) for damage to property.
2. Each policy shall contain or shall be endorsed to contain the following provisions:
  - a. City, its officers, employees, agents and volunteers shall be added as "insureds," except that coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code;
  - b. Renter or Renter's contracted beverage service insurance coverage shall be primary as to City, its officers, employees, agents and volunteers, and City's insurance or self-insurance coverage shall be excess of the Event's insurance and shall not contribute with it;
  - c. Renter or Renter's contracted beverage (if any) service insurers shall provide City at least thirty days prior written notice of material changes to or cancellation of the insurance policy, or a reduction in limits below the minimums required by this Agreement.
3. The insurance company or companies providing Renter or Renter's contracted beverage service coverage as required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent, unless otherwise approved by the City Manager in his sole discretion.
4. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or Renter or Renter's contracted beverage service shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Initials \_\_\_\_\_

5. The insurance shall be maintained from the time set-up first commences until completion of the Event and related activities described in this Agreement, and shall be an occurrence policy.

6. If applicable the Renter or Renter's contracted beverage service, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of this Agreement and City may, at its sole option, terminate this Agreement and obtain damages from Renter or Renter's contracted beverage service resulting from the breach.

7. If applicable Renter or Renter's contracted beverage service shall furnish Spade Entertainment with original certificates and amendatory endorsements effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the Spade Entertainment before the activities commence. Spade Entertainment reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time. Renter or Renter's contracted beverage service shall replace certificates of insurance for policies expiring prior to completion of the activities under the Agreement.

☐ **Indemnification.** Renter or Renter's contracted beverage service shall indemnify and defend the City against any and all loss, damage, and liability for damages, including attorney's fees and other costs of defense incurred by the Spade Entertainment, whether for damage to or loss of property, or injury to or death of Spade Entertainment, employees, agents, or other members of the public which shall in any way arise out of or be connected with Service Club or Nonprofit's operation hereunder, unless damage, loss, injury, or death shall be caused solely by the negligence or willful misconduct of the Spade Entertainment.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Initials \_\_\_\_\_



# Downtown Public Parking



ATTACHMENT 3



There are over 4,000 public parking spaces in the downtown. Many of those spaces are located on-street west of Zumwalt Park in the downtown, there are also additional on-street spaces to the east within residential areas and within proximity of Tulare Union High School.



# Staff Report

**Meeting:** City Council  
**Date:** September 3, 2024

**Item #: 9.3**  
**General Business**

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**Department:** City Manager  
**Submitted by:** Melissa Hermann, Chief Deputy City Clerk  
**Agenda Title:** Appoint Nominated Persons to Offices and Cancel Elections

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## RECOMMENDED ACTION

Adopt a resolution appointing Jose Sigala to the office of Tulare City Councilmember for District 1 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 1; adopt a resolution appointing Steve Harrell to the office of Tulare City Councilmember for District 3 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 3; and adopt a resolution appointing Patrick Isherwood to the office of Tulare City Councilmember for District 5 and cancel the election scheduled to be held on Tuesday, November 5, 2024, specific to District 5.

## SUMMARY

On June 4, 2024, the City Council adopted a resolution calling the General Municipal Election for three City Council seats on November 5, 2024. The following Council seats were up for election:

District 1, currently held by Councilmember Jose Sigala  
District 3, currently held by Councilmember Stephen C. Harrell  
District 5, currently held by Vice Mayor Isherwood

The nomination period was July 15 through August 9, 2024. All three incumbents were nominated for their respective offices prior to the deadline. No other parties qualified to be placed on the ballot by the deadline; therefore, the incumbents are running for election unopposed.

Pursuant to Section 10229 of the Elections Code, one of the following courses of action can be taken:

1. Appoint to the office the persons who have been nominated;
2. Appoint to the office any eligible voter if no one has been nominated; or
3. Hold the election if either no one or only one person has been nominated.

A notice of these facts was published on August 20, 2024, in the Visalia Times Delta, a newspaper of general circulation in the city pursuant to Section 6061 of the Government Code. It was also posted on the City's website.

If, by the 75<sup>th</sup> day before the municipal election no person has been appointed to the offices pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to Section 10229 of the Elections Code, the elections official shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

If Council chooses to appoint Jose Sigala, Steve Harrell, and Patrick Isherwood to the offices they were nominated for and cancel the election for the three districts, this will result in a cost savings for the City. The City consolidates its elections with the County of Tulare, relying on the County to provide certain services associated with the election. The County then invoices the City for those costs. It is estimated that the costs for this year's election could range from \$27,400 to \$30,400. The table below is the estimate provided by the County broken down by district.

<b>District</b>	<b>Registered Voters (as of March 18)</b>	<b>Estimated Cost of Election</b>
District 1	5,364	\$8,000-\$9,000
District 3	5,201	\$7,700-\$8,700
District 5	7,861	\$11,700-\$12,700

The persons appointed will be sworn in at the first regularly scheduled meeting following the certification of the election results and will take office and serve exactly as if elected at a municipal election for that office.

**FISCAL IMPACT & FUNDING SOURCES**

Depending on the action taken by Council, the City can realize a cost savings of approximately \$30,000. If Council chooses to not appoint those nominated and proceeds with the election, expenses related to the election have been accounted for and included in the adopted budget, account 001-4020-2065, which is sufficiently funded.

**LEGAL REVIEW**

This item does not require legal review.

**ALTERNATIVE ACTION**

1. Approve with changes
2. Deny
3. Table

**ATTACHMENTS**

1. Resolution for District 1
2. Resolution for District 3
3. Resolution for District 5

Reviewed/Approved:     JM

# ATTACHMENT 1

## RESOLUTION 2024-XX

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCILMEMBER, DISTRICT 1, OF THIS CITY THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024

**WHEREAS**, the General Municipal Election has been called for November 5, 2024, to elect one councilmember for District 1; and

**WHEREAS**, the nomination period opened on July 15, 2024, and closed on August 9, 2024; and

**WHEREAS**, pursuant to California Elections Code Section 10229, as of the close of the nomination period on August 9, 2024, there is not more than one person nominated to be elected from Council District 1, and that Elections Code Section 10229 allows one of the following courses of action to be taken by the City Council:

- (1) Appoint to the office the person who has been nominated.
- (2) Appoint to the office any eligible elector if no one has been nominated.
- (3) Hold the election if either no one or only one person has been nominated.

**WHEREAS**, a notice of these facts was published on August 20, 2024, in a newspaper of general circulation pursuant to California Government Code Section 6061 and on the City's website.

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

**Section 1.** Pursuant to Section 10229 of the Elections Code of the State of California, the following action is being taken:

The following person is appointed to the office to which they were nominated:

Jose Sigala, Member of the Tulare City Council, District 1

**Section 2.** The election scheduled to be held on Tuesday, November 5, 2024, specific to District 1 is now canceled.

**Section 3.** Pursuant to Section 10229 of the Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

**Section 4.** The person appointed will be sworn in at the first regularly scheduled meeting following the certification of the Election results with those successful candidates from the remaining districts and will take office and serve exactly as if elected at a municipal election for that office.

**Section 5.** The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** by the Council of the City of Tulare this 3<sup>rd</sup> day of September 2024.

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Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk

## ATTACHMENT 2

### RESOLUTION 2024-XX

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCILMEMBER, DISTRICT 3, OF THIS CITY THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024

**WHEREAS**, the General Municipal Election has been called for November 5, 2024, to elect one councilmember for District 3; and

**WHEREAS**, the nomination period opened on July 15, 2024, and closed on August 9, 2024; and

**WHEREAS**, pursuant to California Elections Code Section 10229, as of the close of the nomination period on August 9, 2024, there is not more than one person nominated to be elected from Council District 3, and that Elections Code Section 10229 allows one of the following courses of action to be taken by the City Council:

- (1) Appoint to the office the person who has been nominated.
- (2) Appoint to the office any eligible elector if no one has been nominated.
- (3) Hold the election if either no one or only one person has been nominated.

**WHEREAS**, a notice of these facts was published on August 20, 2024, in a newspaper of general circulation pursuant to California Government Code Section 6061 and on the City's website.

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

**Section 1.** Pursuant to Section 10229 of the Elections Code of the State of California, the following action is being taken:

The following person is appointed to the office to which they were nominated:

Steve Harrell, Member of the Tulare City Council, District 3

**Section 2.** The election scheduled to be held on Tuesday, November 5, 2024, specific to District 1 is now canceled.

**Section 3.** Pursuant to Section 10229 of the Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

**Section 4.** The person appointed will be sworn in at the first regularly scheduled meeting following the certification of the Election results with those successful candidates from the remaining districts and will take office and serve exactly as if elected at a municipal election for that office.

**Section 5.** The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** by the Council of the City of Tulare this 3<sup>rd</sup> day of September 2024.

---

Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk

## ATTACHMENT 3

### RESOLUTION 2024-XX

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCILMEMBER, DISTRICT 5, OF THIS CITY THAT WAS TO BE ELECTED ON TUESDAY, NOVEMBER 5, 2024

**WHEREAS**, the General Municipal Election has been called for November 5, 2024, to elect one councilmember for District 5; and

**WHEREAS**, the nomination period opened on July 15, 2024, and closed on August 9, 2024; and

**WHEREAS**, pursuant to California Elections Code Section 10229, as of the close of the nomination period on August 9, 2024, there is not more than one person nominated to be elected from Council District 5, and that Elections Code Section 10229 allows one of the following courses of action to be taken by the City Council:

- (1) Appoint to the office the person who has been nominated.
- (2) Appoint to the office any eligible elector if no one has been nominated.
- (3) Hold the election if either no one or only one person has been nominated.

**WHEREAS**, a notice of these facts was published on August 20, 2024, in a newspaper of general circulation pursuant to California Government Code Section 6061 and on the City's website.

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

**Section 1.** Pursuant to Section 10229 of the Elections Code of the State of California, the following action is being taken:

The following person is appointed to the office to which they were nominated:

Patrick Isherwood, Member of the Tulare City Council, District 5

**Section 2.** The election scheduled to be held on Tuesday, November 5, 2024, specific to District 1 is now canceled.

**Section 3.** Pursuant to Section 10229 of the Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

**Section 4.** The person appointed will be sworn in at the first regularly scheduled meeting following the certification of the Election results with those successful candidates from the remaining districts and will take office and serve exactly as if elected at a municipal election for that office.

**Section 5.** The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** by the Council of the City of Tulare this 3<sup>rd</sup> day of September 2024.

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Terry A. Sayre, President of the Council  
and Ex-Officio Mayor

ATTEST:

Marc Mondell, City Clerk

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By Melissa Hermann, Chief Deputy City Clerk