

**ACTION MINUTES OF TULARE  
CITY COUNCIL, CITY OF TULARE**

**February 7, 2017**

**A closed session meeting of the City Council, City of Tulare was held on Tuesday, February 7, 2017, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North “M” Street.**

**COUNCIL PRESENT:** Carlton Jones, Maritsa Castellanoz, David Macedo, Greg Nunley, Jose Sigala

**STAFF PRESENT:** Joe Carlini, Paul Melikian, David Hale, Wes Hensley, Janice Avila, Steve Bonville, Darlene Thompson, Roxanne Yoder

**I. CALL TO ORDER CLOSED SESSION**

Mayor Jones called the closed session to order at 6:04 p.m.

- II. CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

There were no citizen comments presented.

**III. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):**

Mayor Jones adjourned to closed session at 6:07 p.m., for items as stated on the agenda. Council Member Macedo recused himself from Closed Session (b) due to a business conflict with the property owners. City Attorney David Hale advised that there is an issue related to the APN of the property listed in (b) that needs evaluation and requested the item be pulled. Mayor Jones noted that he had questions on the item and stated they would proceed with this matter first, due to Council Member Macedo’s recusal.

- (a) 54957.6b Conference with Labor Negotiators  
Represented/Unrepresented employee(s): Police Officers Association;  
Negotiators: Paul Melikian, Janice Avila, Darlene Thompson, and Wes Hensley
- (b) 54956.8b Conference with Real Property Negotiators  
Property: located in Goshen Ca. APN #072-050-018  
Under Negotiation: Price, terms, conditions of sale  
Negotiating parties: Paul Melikian, David Hale, Steve Bonville, Albert and Grace Goyenette, E.W.E Properties (Realtor)

**A regular session meeting of the City Council, City of Tulare was held on Tuesday, February 7, 2017, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.**

**COUNCIL PRESENT:** Carlton Jones, Maritsa Castellanoz, David Macedo, Greg Nunley, Jose Sigala

**STUDENTS ABSENT:** Mirian Espinoza, Ashley Logue, Yash Bhakta

**STAFF PRESENT:** Joe Carlini, Paul Melikian, David Hale, Wes Hensley, Willard Epps, Janice Avila, Darlene Thompson, Rob Hunt, Michael Miller, Steve Bonville, Nick Bartsch, Traci Myers, Roxanne Yoder

#### **IV. RECONVENE CLOSED SESSION**

Mayor Jones reconvened from closed session at 7:39 p.m.

#### **V. CLOSED SESSION REPORT (if any)**

Mayor Jones advised there was no reportable action.

#### **VI. ADJOURN CLOSED SESSION**

Mayor Jones adjourned closed session at 7:39 p.m.

#### **VII. CALL TO ORDER REGULAR SESSION**

Mayor Jones called the regular meeting to order at 7:39 p.m.

#### **VIII. PLEDGE OF ALLEGIANCE AND INVOCATION**

Police Chief Wes Hensley led the Pledge of Allegiance, and an invocation was given by Pastor Dennis Sunderland.

#### **IX. CITIZEN COMMENTS**

Mayor Jones requested those who wish to speak on matters not on the agenda within the jurisdiction of the Council, or to address or request a matter be pulled from the consent calendar to do so at this time. He further stated comments related to general business matters would be heard at the time that matter is addressed on the agenda.

There were no citizen comments presented.

#### **X. COMMUNICATIONS**

- (1) Communication from Charles Ritchie regarding personal calculations concerning the City's water fund.** Local resident Charles Ritchie addressed the Council regarding his review and concerns over accounting of the City's

drought surcharge, Development Impact Fees, transfers, depreciation and the monthly revenue and expenditure reports provided to the Board of Public Utilities.

#### **XI. CONSENT CALENDAR:**

**It was moved by Council Member Macedo, seconded by Council Member Sigala, and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of items 4, 5 & 8.**

- (1) Authorization to read ordinances by title only.**
- (2) Approve minutes of January 17, 2017 special/regular meeting(s).**
- (3) Adopt Ordinance 17-01 repealing Chapter 5.40 and adopting a new Chapter 5.40 of Title 5 of the City of Tulare Municipal Code relating to Handbills.**
- (4) Adopt Revised Resolution 17-02 authorizing the submittal of an application to the State of California, Department of Housing and Community Development for funding under the HOME Investment Partnerships Program in the amount of \$700,000 for use on the City of Tulare's First Time Homebuyer's Program and Owner Occupied Rehabilitation Program.** Council Member Sigala pulled the item to inquire about allocation of potential funding for first-time homebuyers program. Community Development Deputy Director Traci Myers responded. Following discussion, it was moved by Council Member Sigala, seconded by Council Member Macedo and unanimously carried to adopt revised Resolution 17-02 as presented.
- (5) Approve a subdivision improvement agreement for the Montecito Subdivision for recordation.** Council Member Sigala pulled the item to comment regarding landscaping and fencing concerns. He expressed a strong desire that the developer abate the area sooner rather than later. City Engineer Michael Miller responded. Council Member Nunley inquired about the previous subdivision agreement versus the proposed agreement with the new owner. City Attorney Hale addressed the questions regarding the enforceability of the previous agreement and related bonds, stating that due to the former owner filing bankruptcy and the bonds lapsing the City is unable to enforce the prior agreement. Following discussion, it was moved by Council Member Sigala, seconded by Council Member Nunley and unanimously carried to approve the item as presented.
- (6) Receive and Accept the City's annual audited financial statements Comprehensive Annual Financial Report (CAFR) for 2015-2016 fiscal year.**
- (7) Receive, review, and file the Monthly Investment Report for December 2016.**
- (8) Approve an agreement with MBIA MuniServices Company (MMC) to provide compliance and audit service of the Transient Occupancy Tax (TOT) Ordinance for the City of Tulare with the various hotels and motels within**

**the City in the amount not-to-exceed \$25,000.** Council Member Sigala pulled the item to inquire about the statutory limit to go back and collect. Finance Director Darlene Thompson and City Attorney David Hale advised that the statutory limit is three years. Following comment, it was moved by Council Member Sigala, seconded by Vice Mayor Castellanoz and unanimously carried to approve the item as presented.

- (9) Adopt Resolution 17-08 amending the City’s Non-Utility Position Control Budget (PCB) as follows: Delete the classification and allocation of Computer Systems Technician (salary code 3122, \$3635.60 - \$4419.10/month) in the Information Technology Division and add the position of Computer Systems Analyst (salary code 2040 \$5,868.38 - \$7,133.07/month) adjusting the cost allocation of the position from 100% 015-4652 to 50% 015-4652 and 50% 010-4610.**

## **XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS**

There were no items for this section of the agenda.

## **XIII. MAYOR’S REPORT**

There were no items for this section of the agenda.

## **XIV. STUDENT REPORTS**

Miriam Espinoza and Yash Bhakta reported on various school related activities.

## **XV. CONVENE JOINTLY AS TULARE CITY COUNCIL AND TULARE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY –**

Mayor Jones convened jointly as the Tulare City Council and Successor Agency to the Tulare Redevelopment Agency at 8:12 p.m.

### **(1) Successor Agency:**

- a. Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number (“APN”) 181-040-011, Property #1 for the amount of \$14,000 from All Valley Housing Services Inc.**
- b. Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number (“APN”) 170-232-012, Property #11 for the amount of \$44,900 from Tulare First Baptist Church.**
- c. Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor**

**Parcel Number (“APN”) 170-253-017, Property #16 for the amount of \$33,500 from Holmes Property, LLC.**

General Services Director Steve Bonville provided a report for the Council’s review and consideration. Without discussion, it was moved by Council Member Sigala, seconded by Council Member Macedo and unanimously carried to approve Items 1a, b & c, as presented.

**XVI. ADJOURN AS TULARE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND REMAIN SEATED AS THE TULARE CITY COUNCIL –**

Mayor Jones adjourned as the Successor Agency to the Tulare Redevelopment Agency and remained seated as the Tulare City Council at 8:14 p.m.

**XVII. GENERAL BUSINESS**

*Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.*

**(1) City Manager:**

- a. Consideration of a Letter in Support for AB1 (Frazier) and SB 1 (Beall) which will serve to provide comprehensive and sensible transportation reforms, modest increases to existing revenue sources and meaningful infrastructure investments, as encouraged by the League of California Cities.** Interim City Manager Joe Carlini provided a brief report for the Council’s review and consideration. With no further discussion, it was moved by Council Member Sigala, seconded by Council Member Macedo and unanimously carried to approve as presented.

**XVIII. COUNCIL/STAFF UPDATES, REPORTS OR ITEMS OF INTEREST – GC 54954.2(a)(2)**

**XIX. ADJOURN REGULAR MEETING**

Mayor Jones adjourned the regular meeting at 8:33 p.m.

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President of the Council and Ex-Officio  
Mayor of the City of Tulare

**ATTEST:**

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Chief Deputy City Clerk and Clerk of the  
Council of the City of Tulare

**AGENDA ITEM:**

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

**Submitting Department:** City Manager/Finance

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Receive informational report on current City of Tulare, City Council 2016/2017 travel budget.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Pursuant to the City of Tulare, City Council Conferences, Meetings, Seminars, Events Travel Policy adopted by Resolution 16-21 on June 7, 2016, the City Manager's Office is to provide an accounting report for the Council's consideration of past expenditures, scheduled travel and available funding for future travel within the current budget year.

**Current account balances as February 7, 2017:**

Jones – D3		Macedo – D4	
Balance	\$ 1,708.92	Balance	\$ 1,700.11
Castellanoz – D2		Sigala – D1	
Balance	\$ 577.26	Balance	\$ 1,648.92
		Nunley – D5	
		Balance	\$ 1,701.31

**Current travel arrangements & estimated costs:**

Mayor Jones:

- ICSC, Las Vegas, NV, May 20-24, 2017, estimated expenditures, excluding per diem & lodging (to be determined), \$1026, to be funded from 001-4010-2316.

Council Member Nunley:

- ICSC, Las Vegas, NV, May 20-24, 2017, initial expenditures (\$670) and others expenses as incurred will be reimbursed or borne by Council Member Nunley, at his request, to be reimbursed to 0001-4010-2516

**Past travel arrangements & actual costs:**

Mayor Jones:

- New Mayors and Council Members Academy, Sacramento, CA, January 18-20, 2017, registration, lodging, per diem & mileage, \$1808.88, funded from election reserves.

Vice Mayor Castellanoz:

- League of California Cities Latino Caucus, San Francisco, CA, January 6-8, 2017, lodging, per diem & mileage \$857.82, funded from 001-4010-2216

Council Member Nunley:

- New Mayors and Council Members Academy, January 18-20, 2017, registration, lodging, per diem & mileage, \$1,634.44, funded from election reserves.

Council Member Sigala:

- New Mayors and Council Members Academy, January 18-20, 2017, registration, lodging, per diem & mileage, \$1,332.55, funded from election reserves.

*Note: Expenditures and estimates may vary due costs associated with lodging when reservations were made, use of city vehicle, election to cover own expenses, etc.*

**STAFF RECOMMENDATION:**

Receive informational report on current City of Tulare, City Council 2016/2017 travel budget.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes     N/A

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

**Submitted by:** Joseph V. Carlini  
Roxanne Yoder  
Darlene Thompson

**Title:** Interim City Manager  
Chief Deputy City Clerk  
Finance Director

**Date:** February 7, 2017

**City Manager Approval:** \_\_\_\_\_

Account No: E 001-4010-2116 Title: TRAVEL - DISTRICT 1 Fiscal Year: 2017

Debit / Credit: D Account Class: 03 Discretionary M&O Cash / Inv Code: Locked: N  
 Status Code: 0 Report Group 1: Nominal / Real: Budget Account:  
 JC Required: N Report Group 2: Budgeted: Y  
 Standard Acct: Y Account Type: Allotment: N Year End Estimate: 2,500.00  
 Comments:

Account Activity		Expenditures		Balance
Period	Total Budget	Encumbrances	Expenditures	Balance
1	2,500.00	0.00	0.00	2,500.00
3	0.00	0.00	121.60	2,378.40
5	0.00	0.00	609.48	1,768.92
7	0.00	0.00	120.00	1,648.92
<b>Totals:</b>	<b>2,500.00</b>	<b>0.00</b>	<b>851.08</b>	<b>1,648.92</b>

Transaction Detail					Amount	D/C
Period	Jrnl	Doc Type	Doc Date	Post Date	Group	Description
3	AP	IN	9/9/2016	9/7/2016	efletcher	LONG BEACH 10-04 TO 10-07
					Vendor: 109683 - GOWIN, SHEA	Check#: 228957
5	GJ	genjrl	11/4/2016	12/12/2016	dnelson	WELLS FARGO CC CK#229983
5	AP	IN	11/23/2016	11/22/2016	efletcher	LONG BEACH 10-04 TO 10-07
					Vendor: 109683 - GOWIN, SHEA	Check#: 230209
7	AP	IN	1/13/2017	1/11/2017	efletcher	ANNUAL BANQUET
					Vendor: 071730 - TULARE CHAMBER OF COMMERCE	Check#: 230981

Budget Adjustments: 0.00 Encumbrances: 0.00 Activity: 851.08



Account No: E 001-4010-2216  
 Title: TRAVEL - DISTRICT 2  
 Account Class: 03 Discretionary M&O  
 Report Group 1: 10 Mayor & Council  
 Report Group 2:  
 Account Type:  
 Debit / Credit: D  
 Status Code: 0  
 JC Required: N  
 Standard Acct: Y  
 Cash / Inv Code:  
 Nominal / Real:  
 Budgeted: Y  
 Allotment: N  
 Locked: N  
 Budget Account:  
 Year End Estimate: 2,500.00

Period	Total Budget	Encumbrances	Account Activity		Balance
			Expenditures		
1	2,500.00	0.00	0.00		2,500.00
2	0.00	0.00	0.00		2,500.00
3	0.00	0.00	121.60		2,378.40
5	0.00	0.00	823.32		1,555.08
6	0.00	0.00	170.20		1,384.88
7	0.00	0.00	120.00		1,264.88
Totals:	2,500.00	0.00	1,235.12		1,264.88 - 687.62 Latino Caucus Expenditures = 577.26

Period	Jrnl	Doc Type	Doc Date	Post Date	Group	Reference	Description	Amount	D/C
3	AP	IN	9/9/2016	9/7/2016	efletcher	PER DEIM Vendor: 110421 - CASTELLANOZ MUNOZ, MARITSA	LONG BEACH 10-04 TO 10-07	121.60	D
5	GJ	IN	11/4/2016	12/12/2016	dnelson	7096	WELLS FARGO CC CK#229983	549.48	D
5	AP	IN	11/23/2016	11/22/2016	efletcher	REIMB Vendor: 110421 - CASTELLANOZ MUNOZ, MARITSA	LONG BEACH 10-04 TO 10-07 MILE	273.84	D
6	AP	IN	12/30/2016	12/27/2016	efletcher	PER DEIM Vendor: 110421 - CASTELLANOZ MUNOZ, MARITSA	SAN FRANCISCO 01-06-17 TO 01-0	170.20	D
7	AP	IN	1/13/2017	1/11/2017	efletcher	14475 Vendor: 071730 - TULARE CHAMBER OF COMMERCE	ANNUAL BANQUET	120.00	D

Budget Adjustements: 0.00  
 Encumbrances: 0.00  
 Activity: 1,235.12

Account No: E 001-4010-2316 Title: TRAVEL - DISTRICT 3 Fiscal Year: 2017  
 Debit / Credit: D Account Class: 03 Discretionary M&O Cash / Inv Code: Locked: N  
 Status Code: 0 Report Group 1: Nominal / Real: Budget Account:  
 JC Required: N Report Group 2: Budgeted: Y  
 Standard Acct: Y Account Type: Allotment: N Year End Estimate: 2,500.00  
 Comments:

Period	Total Budget		Account Activity		Balance
	Encumbrances	Expenditures	Expenditures	Balance	
1	2,500.00	0.00	0.00	2,500.00	
2	0.00	0.00	0.00	2,500.00	
3	0.00	121.60	121.60	2,378.40	
5	0.00	549.48	549.48	1,828.92	
7	0.00	120.00	120.00	1,708.92	
<b>Totals:</b>	<b>2,500.00</b>	<b>0.00</b>	<b>791.08</b>	<b>1,708.92</b>	

Period	Jrnl	Doc Type	Doc Date	Post Date	Group	Transaction Detail		Amount	D/C
						Reference	Description		
3	AP	IN	9/9/2016	9/7/2016	effletcher	PER DEIM	LONG BEACH 10-04 TO 10-07	121.60	D
					Vendor: 105650 - JONES, CARLTON		Check#: 228974		
5	GJ	genjrn	11/4/2016	12/12/2016	dnelson	7096	WELLS FARGO CC CK#229983	549.48	D
7	AP	IN	1/13/2017	1/11/2017	effletcher	14481	ANNUAL BANQUET	120.00	D
					Vendor: 071730 - TULARE CHAMBER OF COMMERCE		Check#: 230981		
<b>Budget Adjustments:</b>									
								<b>791.08</b>	<b>Activity:</b>

Account No: E 001-4010-2416  
 Title: TRAVEL - DISTRICT 4  
 Fiscal Year: 2017

Debit / Credit: D  
 Status Code: 0  
 JC Required: N  
 Standard Acct: Y

Account Class: 03 Discretionary M&O  
 Report Group 1:  
 Report Group 2:  
 Account Type:

Cash / Inv Code:  
 Nominal / Real:  
 Budgeted: Y  
 Allotment: N

Locked: N  
 Budget Account:  
 Year End Estimate: 2,500.00

Comments:

Period	Account Activity			Balance
	Total Budget	Encumbrances	Expenditures	
1	2,500.00	0.00	0.00	2,500.00
3	0.00	0.00	325.45	2,174.55
6	0.00	0.00	474.44	1,700.11
<b>Totals:</b>	<b>2,500.00</b>	<b>0.00</b>	<b>799.89</b>	<b>1,700.11</b>

Period	Jrnl	Doc Type	Doc Date	Post Date	Group	Transaction Detail		Amount	D/C
						Reference	Description		
3	ub	B	9/30/2016	9/27/2016		001		325.45	D
6	AP	IN	12/16/2016	12/14/2016		054703-001		474.44	D
						Vendor: 000624 - CITY OF TULARE			
						UB bill posting			
						424 N N ST-TULARE EMERGENCY AI			
						Check#: 230450			

Budget Adjustments: 0.00 Encumbrances: 0.00 Activity: 799.89

Debit / Credit: D  
 Status Code: 0  
 JC Required: N  
 Standard Acct: Y  
 Comments:

Account Class: 03 Discretionary M&O  
 Report Group 1:  
 Report Group 2:  
 Account Type:  
 Cash / Inv Code:  
 Nominal / Real:  
 Budgeted: Y  
 Allotment: N  
 Locked: N  
 Budget Account:  
 Year End Estimate: 2,500.00

Period	Account Activity			Balance
	Total Budget	Encumbrances	Expenditures	
1	2,500.00	0.00	0.00	2,500.00
3	0.00	0.00	121.60	2,378.40
5	0.00	0.00	645.63	1,732.77
6	0.00	0.00	31.46	1,701.31
<b>Totals:</b>	<b>2,500.00</b>	<b>0.00</b>	<b>798.69</b>	<b>1,701.31</b>

Transaction Detail									
Period	Jrnl	Doc Type	Doc Date	Post Date	Group	Reference	Description	Amount	D/C
3	AP	IN	9/9/2016	9/7/2016	efletcher	PER DEIM	LONG BEACH 10-04 TO 10-07	121.60	D
					Vendor: 106911 - VEJVODA, CRAIG		Check#:	229067	
5	AP	IN	11/4/2016	11/2/2016	efletcher	7491	CRAIG VEJVODA 10-13-16	25.00	D
					Vendor: 043650 - LEAGUE OF CALIFORNIA CITIES		Check#:	229877	
5	GJ	GJ	11/4/2016	12/12/2016	dnelson	7096	WELLS FARGO CC CK#229983	549.48	D
5	AP	IN	11/23/2016	11/22/2016	efletcher	REIMB	LONG BEACH 10-04 TO 10-07	71.15	D
					Vendor: 106911 - VEJVODA, CRAIG		Check#:	230219	
6	AP	IN	12/16/2016	12/14/2016	efletcher	MILEAGE NOV	JUL-AUG-SEP-OCT-NOV	701.46	D
					Vendor: 106911 - VEJVODA, CRAIG		Check#:	230615	
6	GJ	GJ	12/21/2016	12/26/2016	Tyler	Trx 621012	ICSC RECON REIMB. CONFERENCE	570.00	C
6	GJ	GJ	12/21/2016	12/26/2016	Tyler	Trx 621013	ICSC RECON REIMB./MEMBERSHIP	100.00	C

Budget Adjustments: 0.00  
 Encumbrances: 0.00  
 Activity: 798.69

<b>AGENDA ITEM:</b>
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**CITY OF TULARE, CA  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager's Office / Project Management

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$254,200.00 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0070, a street improvement project on 'I' Street and Owens Avenue. Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$25,420) of the contract award amount.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

At the regular City Council meeting on December 20, 2016, the City Council approved the project scope and budget for Project EN0070. This project is located on 'I' St. between San Joaquin Avenue and Pleasant Avenue and on Owens Ave. between 'E' St. and 'I' St. The specific need behind this project is to provide additional water mainline capacity from the new well that is being constructed on 'I' St., south of Inyo. The project will install a new water main in Owens Ave. connecting the new well site to the 12" mainline in 'E' St. in order to improve the circulation of the water distribution loop system.

The work on Owens Ave. also includes the replacement of the failing substandard sewer mainline and services, makes necessary ADA sidewalk accessibility modifications, makes improvements to the surface water mainline and addresses the failed pavement. The completion of this project is anticipated around the same time the new well is completed. This will ensure that when the well is brought online, the system will be able to take full advantage of the additional capacity that the new well will provide. The project also makes necessary improvements to water, sewer and surface water mainline and service/laterals, ADA sidewalk accessibility and street pavement on 'I' St. between San Joaquin Avenue and Pleasant Avenue.

A Request for Proposals for on-call engineering services was issued on April 14, 2016. Ten (10) firms submitted all the necessary information to be considered for inclusion in a list of pre-approved consultants to provide these services. The proposals were reviewed and rated in accordance with the consultant selection procedures identified in the RFQ, and the top four (4) firms were recommended for inclusion on the list of prequalified general engineering and land surveying consultants. On June 21, 2016, City Council approved this list of (4) consultants.

Provost & Pritchard Consulting Group of Visalia, CA is included on the list of pre-qualified on-call Engineering consultants and demonstrated in their proposal that they have the skills, ex-

personnel and resources available to meet the City's needs and timeframe to complete the design of this project. Provost & Pritchard has proposed to perform the necessary work for \$254,200.

Due to the inclusion of funding from various utility funds on this project, the Board of Public Utilities reviewed and approved the scope of this contract at its February 16, 2017 regular meeting.

**STAFF RECOMMENDATION:**

Authorize the City Manager to sign a contract with Provost & Pritchard Consulting Group of Visalia, CA in an amount not to exceed \$254,200.00 for topographic surveying, geotechnical analysis, design, bidding and construction support services for Project EN0070, a street improvement project on 'I' Street and Owens Avenue. Authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% (\$25,420) of the contract award amount.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

EN0064-040-0202

022 – Gas Tax

010 – Water Bonds

615 – Sewer Wastewater CIP

067 – Surface Water Management CIP

**Submitted by: Nick Bartsch**

**Title: Sr. Project Manager**

**Date: February 8, 2017**

**City Manager Approval: \_\_\_\_\_**



130 N. Garden Street  
Visalia, CA 93291-6362  
Tel: (559) 636-1166  
Fax: (559) 636-1177  
[www.ppeng.com](http://www.ppeng.com)

February 9, 2017

Nick Bartsch, Project Manager  
City of Tulare  
411 East Kern  
Tulare, CA 93274

**RE: Proposal for Engineering and Land Surveying Services for the Design of the I Street and Owens Avenue Improvements Project**

Dear Mr. Bartsch:

Thank you for the opportunity to submit this proposal to provide engineering services for the "I" Street and Owens Avenue Improvements Project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds. The information contained in the document is based on a meeting between City of Tulare staff and Provost & Pritchard Consulting Group staff held on January 19, 2017.

## Project Understanding

The City of Tulare would like to construct a water, sewer, storm drain, and street improvements project along Owens Avenue from "E" Street to "I" Street, and on "I" Street from San Joaquin Avenue to Pleasant Avenue, excluding Cross Avenue. The project is being driven by a new City of Tulare well on the west side of "I" Street between Inyo Avenue and Owens Avenue. The work will include installation of new water main and services, replacement of sanitary sewer main, sanitary sewer laterals and sanitary sewer manholes, replacement of storm sewer main, laterals, and drain inlets, replacement of curb and gutter where necessary, replacement of existing curb ramps at curb returns and alley ways to ADA standards, and rehabilitation of existing AC pavement. The City's budget for the project is \$3.2 million including \$2.3 million for construction. The City would like the construction of this project to be completed by April 2018.

The existing AC pavement will be rehabilitated using Full Depth Reclamation (FDR) methods for "I" Street between Pleasant and Cross Avenues. For the remainder of the street sections, FDR, cold-in-

place recycling (CIPR) and possibly other methods will be analyzed and reviewed with City staff during the preliminary design phase of the project to determine a preferred method of addressing substandard pavement. Geotechnical investigation and reports will be prepared to assist in the trench backfill design, structural street thickness, R-values, and design specifications for the pavement rehabilitation methods recommended and selected. The proposed analysis and design includes the following items:

- **“I” Street north of Cross Avenue improvements include:**
  - a. A new 8” water main in “I” Street will be designed from Pleasant Avenue to Cross Avenue. The new water main will be designed to tie into an existing water valve on north side of the Cross Avenue and “I” Street intersection. The new water main will be located on the opposite side (east side) of the street centerline from the existing main and will include the design of fire hydrants on the short side (east side). Our improvement plans will show the existing water main to be abandoned in place.
  - b. New water service lines will be designed from the new main to the existing meter boxes. Specifications will allow the Contractor to install the new service lines north of Cross Avenue using an open cut method.
  - c. Our improvement plans will include replacing the existing sanitary sewer line in “I” Street with a new 8” line from Maple Avenue to Cross Avenue. The new line will be located in the same alignment as the existing line. New sanitary sewer house laterals will be designed from the new main to a new clean-out located at the property line, which will be the tie-in point to the existing house lateral.
  - d. New sanitary sewer manholes will be designed at 350± foot spacing from Maple Avenue to Cross Avenue. Specifications will include that sanitary sewer manholes are not to be lined or coated.
  - e. “I” Street pavement rehabilitation will be designed from Pleasant Avenue to Cross Avenue using FDR. Our pavement design and improvement plans will acknowledge and accommodate the existing shallow, 48” diameter TID pipe culvert crossing “I” Street near Beaumont Avenue.
  - f. A new storm drain line will be designed from Pleasant Avenue to Cross Avenue. New laterals and drain inlets will be designed where existing drain inlets are substandard. Existing inlets which don’t need to be upgraded will be reconnected to the new line. Our plans will also identify replacement sections of curb and gutter where existing flow lines are elevated or depressed causing standing or trapped storm water.
  - g. We will review topographical data at all curb returns where existing sidewalk extends to the return for compliance with current ADA requirements. Where improvements are substandard, plans will be prepared to address ADA compliance. Our design will include slopes that are consistent with City and Caltrans Standards allowing for flexibility in construction.



- **“I” Street south of Cross Avenue improvements include:**
  - a. The “I” street section south of Cross Avenue is in good condition and will likely not warrant FDR method of rehabilitation. Based on a number of proposed utility trenches occurring with the project design, we will review various methods of completing the street and provide a recommendation for City concurrence prior to developing a final pavement design.
  - b. We will design a new 6” water main from Cross Avenue to San Joaquin Avenue. The alignment of the new water main will be located on the opposite side of the street centerline from the existing main and will include relocated fire hydrants on the short side. Our plans will show the existing water main to be abandoned in place.
  - c. Our improvement plans will include new house water service lines from the new main to the existing meter boxes. Based on the pavement rehabilitation method selected, specifications will allow the new service lines to be installed using pneumatic piercing, horizontal directional drilling (HDD), and / or open trenching.
  - d. A new storm drain line will be designed from Cross Avenue to San Joaquin Avenue. Our plans will include the design of new laterals and City Standard drain inlets where existing drain inlets are substandard. Our plans will also identify replacement sections of curb and gutter where existing flow lines are elevated or depressed causing standing or trapped storm water.
  - e. We will review topographical data at all curb returns where existing sidewalk extends to the return for compliance with current ADA requirements. Where improvements are substandard, plans will be prepared to address ADA compliance. Our design will include slopes that are consistent with City and Caltrans Standards allowing for flexibility in construction.
- **Owens Avenue improvements include:**
  - a. A new 10” water main will be designed from “I” Street to “E” Street. The new water main will be located on the opposite side of the street centerline from the existing main and will include relocated fire hydrants on the new side (short side). The existing water main will be abandoned in place.
  - b. Our plans will include new water service lines installed from the new main to the existing meter boxes. Specifications will allow the Contractor to install the new service lines using pneumatic piercing or the open cut method.
  - c. Our services will include review of the drain inlet layout on southwest corner of Owens Avenue and “I” Street (drain inlet on “I” street side). We will investigate if a reduced corner curb radius will allow the drain inlet to be located on a straight section of curb and not on the radius.

- d. Our improvement plans will include a new storm drain line from “I” Street to “E” Street. New laterals and drain inlets will be included with the design where existing drain inlets are substandard. Our plans will also identify replacement sections of curb and gutter where existing flow lines are elevated or depressed causing standing or trapped storm water.
- e. We anticipate the Owens Avenue pavement will be rehabilitated from “I” Street to “E” Street using FDR, although depending upon the outcome of BSK’s geotechnical report, alternative methods of reconstructing the street may be recommended.
- f. We will review topographical data at all curb returns where existing sidewalk extends to the return for compliance with current ADA requirements. Where improvements are substandard, plans will be prepared to address ADA compliance. Our design will include slopes that are consistent with City and Caltrans Standards allowing for flexibility in construction.

## Scope of Services

### Phase PD: Preliminary Design

#### Complete Field Topographic Survey

Upon approval of the Task Order we will complete a field topographic survey based on City of Tulare control for:

- “I” Street - from San Joaquin Avenue to Pleasant Avenue; and
- Owens Avenue - from “E” Street to “I” Street.
- The field survey scope of work for “I” Street and Owens Avenue will include capturing sufficient horizontal and vertical locations for top of curbs, gutter flow lines, pavement crowns, manhole covers, valve covers, utility covers, striping and any USA markings to design and prepare street rehabilitation and underground water, sanitary sewer, and storm water improvement plans. Our submitted fee is based on surveying the street cross sections at 100 foot intervals. In addition, our survey will pick up curb return/ramp information along “I” Street and Owens Avenue sufficient to design Americans with Disabilities Act (ADA) accessible paths of travel and locations where existing improvements are in disrepair that may impact the longevity of the proposed street improvements. We will also survey curb and gutter, valley gutter, and other surface improvements that are substandard or in disrepair. We will dip manholes and drain inlets to determine the depth of cover over gravity lines. From the survey data and utility information collected, we will prepare a base drawing in AutoCAD Civil 3D format for use throughout the design process.
- Verify existing right-of-way limits with record maps.
- Conduct utility research and identify potential conflicts with record utilities. City will provide plats and record drawings for their utilities.

## Geotechnical Services

BSK will work with Provost & Pritchard to provide the requested geotechnical information. BSK will mobilize their field investigation work within two weeks of receiving a Notice to Proceed (permits and weather permitting), two days to complete the field work, and one week following to complete the laboratory analysis. A preliminary written report will be available one week after completion of the laboratory testing and analysis work.

BSK's work will include five (5) borings to fifteen (15) feet beneath ground surface; two (2) between Cross and Pleasant Avenue, one (1) south of Cross Avenue, and two (2) on Owens Avenue. Borings will provide information on pavement thickness and bulk soil for testing. Testing is expected to include the following:

- In-Situ Moisture/Density (12)
- Direct Shear (2)
- Collapse Potential/Consolidation (2)
- Expansion Index (3)
- Corrosion Potential (3), and
- R-Value (3).

Geotechnical analysis and a report will be prepared based on the results of the field exploration and laboratory testing. The report will include the following:

- Vicinity Map and Site Plan with boring locations
- Subsurface Conditions, Soils Boring Logs, Depth to Groundwater (if encountered)
- Summary of Laboratory Testing
- Seismic Design Criteria (Based on mapped 2016 CBC parameters only)
- Corrosion and expansion characteristics of on-site soils
- Recommendation for site preparation, earthwork, and foundation subgrade
- Allowable lateral bearing pressure and skin friction
- Requirements for imported fill materials
- Lateral earth pressures and frictional coefficient
- Recommendations for site drainage
- Recommendations for construction observation and testing and excavation suitability
- Pipe load factors
- Verify if native material is acceptable as backfill material assuming PVC or HDPE pipe
- Recommendations to pulverize the existing pavement section, compact it, and overlay the new asphalt concrete
- Recommendations on current pavement materials being reused as recycled Class 2 aggregate base (AB) or as a sub-base material
- Recommendations for conventional pavement section with asphalt concrete and Class 2 AB
- Recommendations for soil-cement treatment of the on-site soil and overlay with new asphalt concrete

- Core information: AC and AB section thickness and thickness of other pavement materials encountered.

The geotechnical report will be prepared under the supervision of, and signed by, a California Licensed Geotechnical Engineer.

## 30 % Design Review Meeting

Once the topographical survey is complete we will prepare street improvement plans that will identify non-conforming ramps and sections of curb and gutter that are depressed or are uplifted so that the City may determine if they are to be replaced with this project or deferred to a future project. The limits of asphalt concrete pavement rehabilitation will also be shown.

Our 30% pipeline alignment plans will show existing underground utilities and the proposed horizontal alignment of new and replacement water, sewer, and storm water pipelines. These 30% pipeline alignment plans will show proposed horizontal pipe alignments, sizes, and inlet, manhole and valve locations. Individual house services will not be shown on the 30% plans. The Preliminary Geotechnical Report will be completed prior to the Design Review Meeting.

Plans for the 30% Design Review Meeting will include:

- a. Cover Sheet
- b. Legend/Abbreviation Sheet
- c. General Notes Sheet
- d. Schematic Water and Sanitary Sewer sheets (1"=20' plan view only) – note: for coordination purposes storm sewer will be shown lighter in background
- e. Schematic Street and Storm Sewer sheets (1"=20' plan view only) – note: for coordination purposes water and sanitary sewer will be shown lighter in background

As part of preparing for the 30% Design Review Meeting, as needed, we will consult with City staff and underground utility contractor(s) to discuss construction issues that affect constructability and construction schedule. We will attend one (1) design review meeting at Tulare City Hall to discuss our 30% design with the City and to select a preferred pavement rehabilitation method for all street sections. This will ensure that we are proceeding in accordance with the City's direction before we begin preparing the construction documents.

## Phase DD: Design Development

### Prepare 60% Construction Documents

Based on input received from City staff through the Preliminary Design Phase the design team will commence with engineering design. The 60% construction documents will include the following:

- Roadway pavement design calculations, as needed;
- 60% Technical Specifications, as needed;

- 60% Construction Plans, expected to include:
  - a. Cover sheet,
  - b. Legend / Abbreviation sheet,
  - c. General Notes sheet,
  - d. Topographical Survey / Demolition sheets (1"=20' double plan view),
  - e. Street and Storm Sewer sheets (1"=20' plan and profile) – note: for coordination purposes water and sanitary sewer lines will be light and in background on sheets,
  - f. Water and Sanitary Sewer sheets (1"=20' plan and profile) – note: for coordination purposes storm sewer lines will be light and in background on sheets,
  - g. Typical Cross Section sheets,
  - h. City Standard Detail sheets,
  - i. Miscellaneous Detail sheets,
  - j. Curb Ramp Detail sheets, and
  - k. Signing, Striping, and Pavement Marking sheets (1"=40' double plan view);
- Preliminary Engineer's Opinion of Probable Construction Costs.

We will also attend one (1) 60% design review meeting at Tulare City Hall.

## **Phase CD: Construction Documents**

### **Prepare 100% Construction Documents**

We will incorporate 60% plan review comments and feedback from City staff that is consistent with the comments received on the 30% design review meeting, and prepare and submit 100% construction documents to the City. Deliverables will include:

- 100% Construction Plans (expected plan set as noted above),
- 100% Technical Specifications,
- Engineer's opinion of probable construction costs, and
- Final Geotechnical Report.

We will also:

- Attend one (1) 100% design review meeting at Tulare City Hall.
- Incorporate 100% plan review comments and feedback from City staff that is consistent with the comments received on the 60% submittal, and prepare and submit final bid documents to the City. Deliverables as described above.

## **Phase SWP: Construction General Permit SWPPP & NOT**

### **Construction General Permit Traditional Risk Level 1 SWPPP**

The Project is estimated to have a disturbed area less than five acres. However, the construction timeline dictates that a traditional Risk Level 1 SWPPP applies. The Project could be exempt from SWPPP based on a 6-month construction schedule if the start date is between March 15, 2018 and April 1, 2018.

The Storm Water Pollution Prevention Plan (SWPPP) will be developed using information provided by Mr. Nick Bartsch, other staff and site reconnaissance. The SWPPP will be in compliance with State Water Resources Control Board (SWRCB) Construction General Permit 2009-0009-DWQ and as amended by 2010-0014-DWQ and 2012-0006-DWQ and by the SWRCB Caltrans Order 2012-0011-DWQ.

### Tasks

1. Prepare a Project Risk Level 1 SWPPP in the approved SWRCB format, using the assumed construction schedule to specification level (to be included in the project specifications for bidding purposes only).
2. Once a contractor is selected the Specification level SWPPP will be modified and finalized using information from the construction contractor.
3. Coordinate the online user ID for the Storm Water Multiple Application and Report Tracking System (SMARTS) with the Legally Responsible Party (LRP) who we assume will be Mr. Nick Bartsch, Project Manager, City of Tulare.
4. Complete the project SWPPP data entry into SMARTS (LRP to certify online and pay application fee).

Provide an electronic copy of the SWPPP and Permit Registration Documents to City and Contractor.

### Notice of Termination and Final Annual Report

At the completion of the Project, after final acceptance is given in writing by the LRP, P&P will prepare the Project Notice of Termination and corresponding Final SWPPP Annual Report. The Notice of Termination will include a final site visit to document conditions for permit requirements. P&P will complete the data entry in SMARTS on behalf of the LRP. A copy of the Notice of Termination and Annual Report documents will be provided electronically.

### Phase DCP: Dust Control

#### Dust Control Notice of Construction

Based on the Project being less than 5 acres, P&P will develop the Project Dust Control Notice of Construction (NoC) in accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements. A copy of the NOC will be provided electronically as part of the project specifications for the contractor to complete and submit prior to construction.

### Bidding Assistance

- Attend pre-bid meeting and job walk.

- Prepare necessary responses to bidder requests for information (our fee is based on responding to approximately 12 requests for information or clarification at 1 hr per request). Responses to RFIs related to obvious design omissions or design components lacking sufficient information to provide a reasonable bid will not be invoiced to the project but will be considered as part of the original design fee (see also Assumptions).
- Prepare necessary addenda and changes to contract documents resulting from bidder questions.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to City.
- Prepare letter recommending award for City Council and prepare Notice of Award to successful bidder.

## Construction Assistance

Below we have included a breakdown of a typical scope of work for the Construction Assistance Phase used for similar projects that allowed us to prepare a budget for these services. It is expected that if the work is included in our contract that the actual activities under this phase would be performed on a time and materials basis.

### 1. Construction administration activities include:

- Prepare Conformed Contract Documents;
- Attend Pre-Construction meeting;
- Assist with review of submittals and shop drawings as requested by City (our estimate is based on reviewing approximately 14 submittals at 4 hr per submittal and does not include resubmittals);
- Review RFIs and take appropriate action (our estimate is based on reviewing approximately 11 RFIs at 2 hr per RFI);
- Change order review and comments (approximately 4 change orders at 3.5 hr per CO),
  - Prepare draft Contract Change Orders, if necessary, for review by the City,
  - Investigation of site conditions claimed to differ from those described in the Contract Documents;
- Project closeout activities include:
  - Participate in walk-through of project at Substantial Completion (1 Site Visit);
  - Prepare and submit final punch list and project closeout checklist to the City;
    - The City will monitor and update final punch list and project closeout checklist, and
  - Prepare final record drawings and contract documents based on information received from Contractor;
- The duration of the construction phase of the project is assumed to be 6 months.

### 2. Engineering support services activities include:

- Occasional site visits by the resident engineer for items of work listed under the above referenced "Construction administration activities", such as clarifications of the construction documents and addressing Contractor requests for information throughout the duration of the project as required in a timely manner. 2 site visits included.

## Assumptions

1. Field testing will be limited to core sampling of the existing asphalt concrete areas.
2. For the field testing, the City of Tulare will provide a no-fee Encroachment Permit and not require bonding.
3. All scribed paint marking associated with requesting Underground Service Alert would not be required to be removed.
4. Our proposal and fee do not provide for a private utility locator service to locate underground utilities.
5. If necessary, the City will perform potholing (or other methods) of existing City owned utilities to determine depth of cover necessary for analysis of pavement rehabilitation strategies. Information pertaining to the pothole depths shall be provided within two to three weeks of the Notice to Proceed or a delay in the schedule may occur.
6. City staff will prepare front end specifications and provide boilerplate technical specifications for our use and reference. These specifications will include General Conditions that are suited specifically to the "I" Street project. City staff will provide sample technical specifications and bid canvasses from recently-bid pavement and underground utility projects.
7. Improvements will be entirely within existing right-of-way and no additional right-of-way will be required.
8. No new street lighting will be included as a part of this project. We will contact SCE to see what requirements would be necessary to add overhead feed lights on Owens between "I" Street and "E" Street.
9. The project site is under 5 acres, therefore no dust control plan will be required.
10. This project is exempt from ISR, it falls under complete exemptions 1 & 2 of the ISR rule.
11. The Contractor would perform QSP SWPPP responsibilities.
12. The City will provide Traffic Index values for "I" Street and Owen Avenue.
13. The City has prepared or will prepare all necessary environmental documents and provide all identified mitigation measure.
14. The City will prepare all required funding agency documents.
15. The City will provide construction review and inspection services.
16. A 300-pair AT&T line exists on the east side of I Street between Cross Avenue and San Joaquin Avenue.
17. In providing services under this Scope of Work, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same



profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

The scope of the project will be limited to design of pavement replacement and/or rehabilitation including demolition plans and underground utility plans. Staging plans, traffic control plans, and construction phasing plans are not part of this scope of work. If requested, as additional services City staff will recommend available staging areas, and we will illustrate these areas on our plans. It will be the responsibility of the City's awarded Contractor to define their plans for use of these staging areas.

## **Additional Services**

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Preparation of any CEQA or NEPA compliance documents;
- Construction staking. We will provide a proposal to you when the plans are complete and the construction schedule is determined. This construction staking proposal is being provided at a later date so that specific improvements are well defined and a clearly defined scope and fee can be provided;
- Construction Management and/or Observation;
- Preparation and processing of Indirect Source Rule application with SJVAPCD.

## **Professional Fees**

Provost & Pritchard Consulting Group will perform the services in the Design and Bidding Phases on a lump sum fee basis for a fee of \$ 233,500. The fee includes providing services meeting prevailing wage rates where applicable.

The separate Construction Assistance Phase is included as a budget amount at this time with an estimated fee of \$20,700. The work under this phase is expected to be invoiced on a time and material basis and will include reimbursable items such as printing and mileage not included in our budget estimate.

These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated fees above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee	
Phase	Estimated Fee
Phase PD	\$74,500
Phase DD	\$105,000
Phase CD	\$40,900
Phase BID	\$5,500
Phase SWP	\$7,000
-Phase DCP	\$600
<b>Total Estimated Fee through Bidding:</b>	<b>\$233,500</b>
Phase CON	\$20,700

## Schedule


Once we receive a signed contract and are authorized to proceed, we can prepare the 30% plans for initial submittal in approximately seven weeks. The following schedule assumes the City will complete their reviews in two weeks. Agency review time is outside of our control and any review time beyond the two weeks shown will delay the tasks that follow. We will be prepared to submit 60% Plans, specifications and estimate (PS&E) approximately eight weeks after receiving City comments on our 30% PS&E. We will be prepared to submit 100% PS&E approximately four weeks after receiving City comments on the 60% PS&E.

Proposed Schedule	
Week/Date	Task
Week 1-2	Utility research, survey
Weeks 3-7	Prepare Basis of Design and 30% Plans (Phase PD)
Week 8	30% Design review meeting
Weeks 9-16	Prepare 60% PS&E (Phase DD)
Weeks 17-18	City Review
Weeks 19-22	Prepare 100% PS&E (Phase CD)
Weeks 23-24	City Review
Weeks 25-26	Prepare final PS&E and submit to City for bidding

Again, we appreciate the opportunity to submit this proposal with fees and we look forward to working with City of Tulare staff on the "I" Street and Owens Avenue Project. If acceptable, work included in this proposal will be considered as a task order under our current City of Tulare Engineering Consultant Services Agreement dated August 22, 2016. We expect a City of Tulare Purchase Order will be issued for the work and that the P.O. will act as our Notice to Proceed.

Respectfully,

Provost & Pritchard Consulting Group



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Jeffrey S. Dorn, PE  
C 76749



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David McGlasson, PE, PLS  
C 38482, PLS 6968

## TRANSPORTATION PROJECT

PROJECT #EN0070
'I' St.-Owens Improvements
<b>(Capital)</b>
<b>(Capital)</b>
<b>District(s): 2, 3</b>

**PROJECT MANAGER:** Nick Bartsch

**PROJECT DESCRIPTION & PURPOSE:** Pavement Management System / Utility project on 'I' St. between San Joaquin and Pleasant; Owens between 'E' St. and 'I' St. Includes ADA Concrete work, Water, Sewer and Surface Water facilities.

**KEY POINTS:** Critical Utility Infrastructure Improvements; **Increased capacity from a proposed new well site;** Traffic safety; Relief from potential liability concerns; Compliance to the American Disabilities Act

**PROJECT STATUS:** Approved by TMT: 9/23/16  
Approved by BPU: 12/15/2016  
Approved by City Council: 12/20/2016

**PROJECTED START DATE:** 1/1/2017

**PROJECTED END DATE:** 6/30/2018

**FUTURE M & O:** No additional Cost  
(Additional Cost & Department Responsibility)

**CRITERIA (1-8):** Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

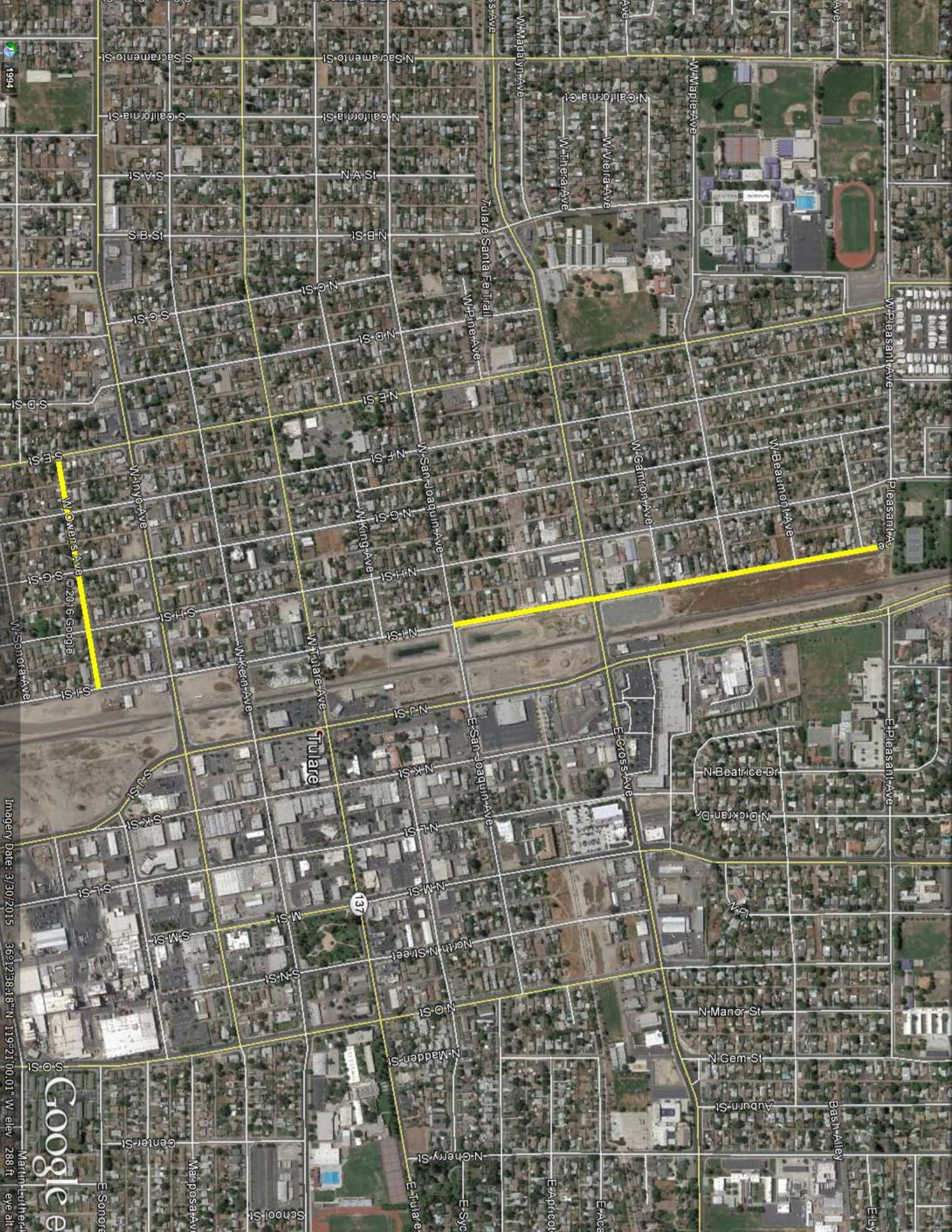
Costs Description	Fiscal Year					Total	Unfunded
	2016/17	2017/18	2018/19	2019/20	2020/21		
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
003 - Environmental	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$ -
004 - Final Design	\$252,600	\$0	\$0	\$0	\$0	\$252,600	\$ -
005 - Construct/Impliment	\$0	\$3,031,077	\$0	\$0	\$0	\$3,031,077	\$ -
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
<b>Total Costs:</b>	\$258,600	\$3,031,077	\$0	\$0	\$0	<b>\$3,289,677</b>	\$ -
Funding Sources							
022 - Gas Tax	\$58,171	\$0	\$0	\$0	\$0	\$58,171	\$ -
021 - Measure R-Local	\$5,906	\$450,313	\$0	\$0	\$0	\$456,218	\$ -
077 - CDBG	\$0	\$390,000	\$0	\$0	\$0	\$390,000	\$ -
010 - Water Bonds	\$105,474	\$1,235,558	\$0	\$0	\$0	\$1,341,032	\$ -
615 - Sewer/Wastewater CIP	\$41,453	\$485,967	\$0	\$0	\$0	\$527,419	\$ -
647 - Surface Water CIP	\$47,598	\$469,239	\$0	\$0	\$0	\$516,837	\$ -
<b>Total Funding:</b>	\$258,600	\$3,031,077	\$0	\$0	\$0	<b>\$3,289,677</b>	\$ -

# Project Cost Worksheet

Expenses	Fiscal Year					Total
	2016/17	2017/18	2018/19	2019/20	2020/21	
<b>001 - Conceptual</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Sub Total:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>002 - Preliminary Design</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Sub Total:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>003 - Environmental</b>						
Environmental - CEQA/NEPA	\$6,000.00					\$6,000.00
						\$0.00
						\$0.00
						\$0.00
<b>Sub Total:</b>	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
<b>004 - Final Design</b>						
PS&E - Consultant Engineer - Plans, Specs, & Est.	\$234,976.95					\$234,976.95
PS&E - Project Management Staff Time	\$11,748.85					\$11,748.85
PS&E - Engineering Staff Time	\$5,874.42					\$5,874.42
						\$0.00
<b>Sub Total:</b>	\$252,600.22	\$0.00	\$0.00	\$0.00	\$0.00	\$252,600.22
<b>005 - Construct/Impliment</b>						
CON - Construction Costs		\$2,349,769.50				\$2,349,769.50
CON - Construction Contingency		\$336,465.43				\$336,465.43
CON - Design Engineer - Construction Support		\$23,497.70				\$23,497.70
CON - CM/RE/Survey/Testing/Labor Compliance		\$281,972.34				\$281,972.34
CON - Misc. - Printing & Reimburseables		\$10,000.00				\$10,000.00
CON - Project Management Staff Time		\$23,497.70				\$23,497.70
CON - Engineering Staff Time		\$5,874.42				\$5,874.42
						\$0.00
						\$0.00
<b>Sub Total:</b>	\$0.00	\$3,031,077.08	\$0.00	\$0.00	\$0.00	\$3,031,077.08
<b>006 - Close Out</b>						
						\$0.00
						\$0.00
						\$0.00
<b>Sub Total:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Costs:</b>	\$258,600.22	\$3,031,077.08	\$0.00	\$0.00	\$0.00	<b>\$3,289,677.31</b>
<b>Funding Sources</b>						
	Fiscal Year					Total
	2016/17	2017/18	2018/19	2019/20	2020/21	
<b>022 - Gas Tax</b>	\$58,170.65					\$58,170.65
<b>021 - Measure R-Local</b>	\$5,905.82	\$450,312.63				\$456,218.45
<b>077 - CDBG</b>		\$390,000.00				\$390,000.00
<b>010 - Water Bonds</b>	\$105,473.54	\$1,235,558.46				\$1,341,032.00
<b>615 - Sewer/Wastewater CIP</b>	\$41,452.52	\$485,966.68				\$527,419.20
<b>647 - Surface Water CIP</b>	\$47,597.69	\$469,239.31				\$516,837.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>Total Funding:</b>	\$258,600.22	\$3,031,077.08	\$0.00	\$0.00	\$0.00	<b>\$3,289,677.30</b>

<b>Expense String</b>	<b>Description</b>	<b>Cost</b>
EN0070-030-0206	Environmental - CEQA/NEPA	\$6,000.00
EN0070-040-0202	PS&E - Consultant Engineer - Plans, Specs, & Est.	\$234,976.95
EN0070-040-0996	PS&E - Project Management Staff Time	\$11,748.85
EN0070-040-0998	PS&E - Engineering Staff Time	\$5,874.42
EN0070-050-0601	CON - Construction Costs	\$2,349,769.50
EN0070-050-0999	CON - Construction Contingency	\$336,465.43
EN0070-050-0202	CON - Design Engineer - Construction Support	\$23,497.70
EN0070-050-0203	CON - CM/RE/Survey/Testing/Labor Compliance	\$281,972.34
EN0070-050-0999	CON - Misc. - Printing & Reimbursables	\$10,000.00
EN0070-050-0996	CON - Project Management Staff Time	\$23,497.70
EN0070-050-0998	CON - Engineering Staff Time	\$5,874.42
	<b>Total:</b>	<b>\$3,289,677.31</b>





1994

Tulare

137

Imagery Date: 3/30/2015

36°12'38.18" N 119°21'00.01" W elev 288 ft eye alt

Google

Martin Luther King Jr

E Sonora

Marposa Ave

School St

E Tulare

E Syc

E Apricot

E Acan

Baer Alley

E Lily

Center St

S O St

S M St

S N St

M St

N M St

N L St

N K St

N J St

N I St

N H St

N G St

N F St

N E St

N D St

N C St

N B St

N A St

S A St

S B St

S C St

S D St

S E St

S F St

S G St

S H St

S I St

S J St

S K St

S L St

S M St

W Sonora Ave

W Maple Ave

W Kern Ave

W Tulare Ave

W Pine Ave

W Thera Ave

W Meira Ave

W California Ct

W Madison Ave

W San Joaquin Ave

W Garrison Ave

W Beaumont Ave

W Pleasant Ave

W Santa Fe Trail

W Sacramento St

W California St

W S A St

W S B St

W S C St

W S D St

W S E St

W S F St

W S G St

W S H St

W S I St

W S J St

W S K St

W S L St

W S M St

W S N St

E Beatrice Dr

E Nickran Dr

E Manor St

E Gem St

E Auburn St

E Baer Alley

E Ely

E Syc

E Apricot

E Acan

E Tulare

E San Joaquin Ave

E Cross Ave

E Pleasant Ave

E Kern Ave

E Maple Ave

E California Ct

E Madison Ave

E San Joaquin Ave

E Garrison Ave

E Beaumont Ave

E Pleasant Ave

E Santa Fe Trail

E Sacramento St

E California St

E S A St

E S B St

E S C St

E S D St

E S E St

E S F St

E Beatrice Dr

E Nickran Dr

E Manor St

E Gem St

E Auburn St

E Baer Alley

E Ely

E Syc

E Apricot

E Acan

E Tulare

E San Joaquin Ave

E Cross Ave

E Pleasant Ave

E Kern Ave

E Maple Ave

E California Ct

E Madison Ave

E San Joaquin Ave

E Garrison Ave

E Beaumont Ave

E Pleasant Ave

E Santa Fe Trail

E Sacramento St

E California St

E S A St

E S B St

E S C St

E S D St

E S E St

E S F St



**AGENDA ITEM: Consent**

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

**Submitting Department:** Community Development

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

**Adopt Resolution 17-\_\_\_** of the City Council of the City of Tulare authorizing the City of Tulare to:

1. Apply for a First 5 Tulare County Grant in the amount of \$53,200 for the purpose of purchasing replacement toddler play equipment at Caesar Chavez Park and adding parent benches; and
2. Authorize in-kind grant match of 20% (in-house labor) in the amount of \$13,300 for removal of the old equipment, excavation, and the upgrading of the playground's ADA access, surfacing, and drainage improvements as needed; and
3. Designate the City Manager as the individual authorized to execute all grant documents on behalf of the City; and
4. Authorize acceptance of the award if funding is approved by First 5 Tulare County.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

The City of Tulare has been the recipient of previous First 5 grants for the toddler area of the City's Library, and for toddler play structures installed at Mulcahy Park and Tyler Park.

The neighborhood surrounding Cesar Chavez Park is densely populated with an estimated 5,000 people with median household incomes around \$30,000 per year. Approximately 10% of the population, or about 560 children, are under the age of 5. The existing play equipment in Chavez Park is a minimum of 20 years old and was not specifically designed to serve the developmental needs of the toddler to age 5 population, nor can it accommodate more than 3 or 4 children at a time. In addition, the current design does not provide any shade or a place for parents to sit and watch their children or visit with other parents.

First 5 grants require the City to provide a 20% match. Our request to First 5 is for \$53,200 to purchase new play equipment, with the total project cost estimated to be \$66,500, so the City's match is 20% or \$13,300 for in-kind costs for removal of the old equipment, excavation, and the upgrading of the playground's ADA access, installing surfacing, and drainage improvements as needed.

Administration of the award and installation of the play equipment will be facilitated by the Community Development Department.



**STAFF RECOMMENDATION:**

**Adopt Resolution 17-\_\_\_** of the City Council of the City of Tulare to:

1. Apply for a First 5 Tulare County Grant in the amount of \$53,200 for the purpose of purchasing replacement toddler play equipment at Caesar Chavez Park and adding parent benches; and
2. Authorize in-kind grant match of 20% (in-house labor) in the amount of \$13,300 for removal of the old equipment, excavation, and the upgrading of the playground's ADA access, surfacing, and drainage improvements as needed; and
3. Designate the City Manager or designee as the individual authorized to execute all grant documents on behalf of the City; and
4. Authorize acceptance of the award if funding is approved by First 5 Tulare County.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Rob Hunt **Title:** Community Development Director

**Date:** February 10, 2017 **City Manager Approval:** \_\_\_\_\_

## RESOLUTION 17-\_\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AUTHORIZING SUBMITTAL OF A FIRST 5 TULARE COUNTY CAPITAL GRANT APPLICATION, AND NAMING THE CITY MANAGER OR DESIGNEE AS THE INDIVIDUAL AUTHORIZED TO EXECUTE ALL GRANT DOCUMENTS ON BEHALF OF THE CITY.**

**WHEREAS**, the voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter "The Act"), codified in Health and Safety Code Section 130100 et seq., also known as Proposition 10; and

**WHEREAS**, The Board of Supervisors of Tulare County has established, pursuant to The Act and Tulare County Ordinance Code 3217, the First 5 Tulare County Commission; and

**WHEREAS**, the First 5 Tulare County Commission desires to create and implement comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage through five years of age; and

**WHEREAS**, First 5 Tulare County Commission has adopted a 2015-2018 Strategic Plan and offers grants to service providers to promote the goals of the Commission as set forth in the strategic plan;

#### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The City Manager or designee is hereby authorized and directed to submit an application for the First 5 Tulare County One Time Projects Grants Program for the 2017-18 Program Year.
2. If the application is approved, the City Manager or designee is hereby authorized and approved to enter into, execute, and deliver a First 5 Tulare County Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure the First 5 Tulare County Program Grant from the Department, and all amendments thereto, collectively the First 5 Tulare County Grant documents.
3. The City of Tulare shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for eligible capital asset project expenditures identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Tulare hereby agrees to use the funds for eligible capital assets in the manner presented in the application as approved by the First 5 Commission and in accordance with the NOFA, Program Guidelines, and application package.

4. The City Manager or designee is hereby authorized to execute in the name of the City of Tulare the First 5 Tulare County One-Time Projects Grant Program Application Package and Grant Documents required by the Commission for participation in the First 5 Program including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.

**PASSED, ADOPTED AND APPROVED** this 21<sup>st</sup> day of February, 2017.

---

President of the Council and Ex-Officio Mayor  
of the City of Tulare

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-\_\_\_\_ passed and adopted by the Council of the City of Tulare at a regular meeting held on February 21, 2017, by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Abstention(s) \_\_\_\_\_.

Dated: JOSEPH V. CARLINI, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Accept the required public works improvements for Kaweah Estates No. 5 & 6 Subdivision located north of Levin Avenue, east of Irwin Street as complete, authorize the City Engineer to sign the Notice of Completions, and direct the City Clerk to file the Notice of Completions with the Tulare County Recorder's Office.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

On December 21, 2004, City Council approved the final map for Kaweah Estates No. 5 Subdivision, which created 48 single family lots and on June 23, 2008, City Council approved the final map for Kaweah Estates No. 6 which created 70 single family lots both located east of Irwin Street, north of Levin Avenue as shown on the attached maps.

The subdivider, CRD Construction Co., Inc., a California Corporation, has completed construction of all required public works improvements in accordance with the approved plans and specifications for these subdivisions.

**STAFF RECOMMENDATION:**

Accept the required public works improvements for Kaweah Estates No. 5 & 6 Subdivision located north of Levin Avenue, east of Irwin Street as complete, authorize the City Engineer to sign the Notice of Completions, and direct the City Clerk to file the Notice of Completions with the Tulare County Recorder's Office.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:** N/A

**Submitted by:** Michael Miller

**Title:** City Engineer

**Date:** February 13, 2017

**City Manager Approval:** \_\_\_\_\_

**RECORDING REQUESTED BY:**

City of Tulare

**WHEN RECORDED MAIL TO:**

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

**PURSUANT TO GOVERNMENT CODE SECTION 6103,  
NO RECORDING FEE REQUIRED.**

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, 93274, is the owner of the real property, public works or structure hereinafter described.
2. The nature of the title of the stated owner is: In Fee.
3. On the 9th day of January, 2017, a work of improvement on real property hereinafter described was completed by CRD Construction Co., Inc., a California Corporation the Subdivider of record, whose address is 1648-B W. Tulare Avenue, Tulare, CA 93274.
4. The name of the surety for the work of improvements is Union Bank of California, 801 E. Prosperity Avenue, Tulare, CA 93274.
5. The real property or public work or structure is described as follows:  
  
Public Works Improvements for Kaweah Estates No. 5
6. The public works improvements were accepted as complete by the City Council of the City of Tulare on February 21, 2017.

Dated: \_\_\_\_\_

**CITY OF TULARE  
A Municipal Corporation,**

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

**VERIFICATION:**

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2017 at Tulare, California.

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

**RECORDING REQUESTED BY:**

City of Tulare

**WHEN RECORDED MAIL TO:**

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

**PURSUANT TO GOVERNMENT CODE SECTION 6103,  
NO RECORDING FEE REQUIRED.**

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, 93274, is the owner of the real property, public works or structure hereinafter described.
2. The nature of the title of the stated owner is: In Fee.
3. On the 9th day of January, 2017, a work of improvement on real property hereinafter described was completed by CRD Construction Co., Inc., a California Corporation the Subdivider of record, whose address is 1648-B W. Tulare Avenue, Tulare, CA 93274.
4. The name of the surety for the work of improvements is Citizens Business Bank, 256 N. "K" Street, Tulare, CA 93274.
5. The real property or public work or structure is described as follows:  
  
Public Works Improvements for Kaweah Estates No. 6
6. The public works improvements were accepted as complete by the City Council of the City of Tulare on February 21, 2017.

Dated: \_\_\_\_\_

**CITY OF TULARE  
A Municipal Corporation,**

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

**VERIFICATION:**

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2017 at Tulare, California.

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

# KAWEAH ESTATES NO. 5

BEING A SUBDIVISION OF THE BENCHMARK OF PARCEL MAP NO. 44489 AS PER MAP NUMBER RECORDED IN BOOK 45 OF PARCEL MAPS AT PAGE 33, TULARE COUNTY RECORDS AS SHOWN ON MAP OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 10 EAST, AS PER KAWEAH ESTATES NO. 4, RECORDED IN BOOK 34 OF MAPS AT PAGE 96, TULARE COUNTY RECORDS, ALSO BEING A PARTIAL REVISION TO THE BENCHMARK OF PARCEL MAP NO. 44489 AS PER MAP NUMBER RECORDED IN BOOK 45 OF PARCEL MAPS AT PAGE 33, TULARE COUNTY RECORDS, ALSO BEING EAST, MOUNT Diablo BASE AND MERIDIAN IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, JANUARY 2004

PREPARED BY: NEIL ZERLANG - LAND SURVEYOR  
204 E. NOBLE AVENUE, VISALIA, CA 93271; PHONE: (559) 734-1616

PREPARED FOR: CRD CONSTRUCTION  
1526 N. TULARE AVENUE, TULARE, CA 93274; PHONE: (559) 689-67184

• CALCULATED FROM RECORDED DATA  
• RECORDED DATA PER MAP OF KAWEAH ESTATES NO. 4 RECORDED IN VOLUME 34 OF MAPS AT PAGE 96, T.C.R.  
• FOUND 1/2" IP TAGGED L5 4016

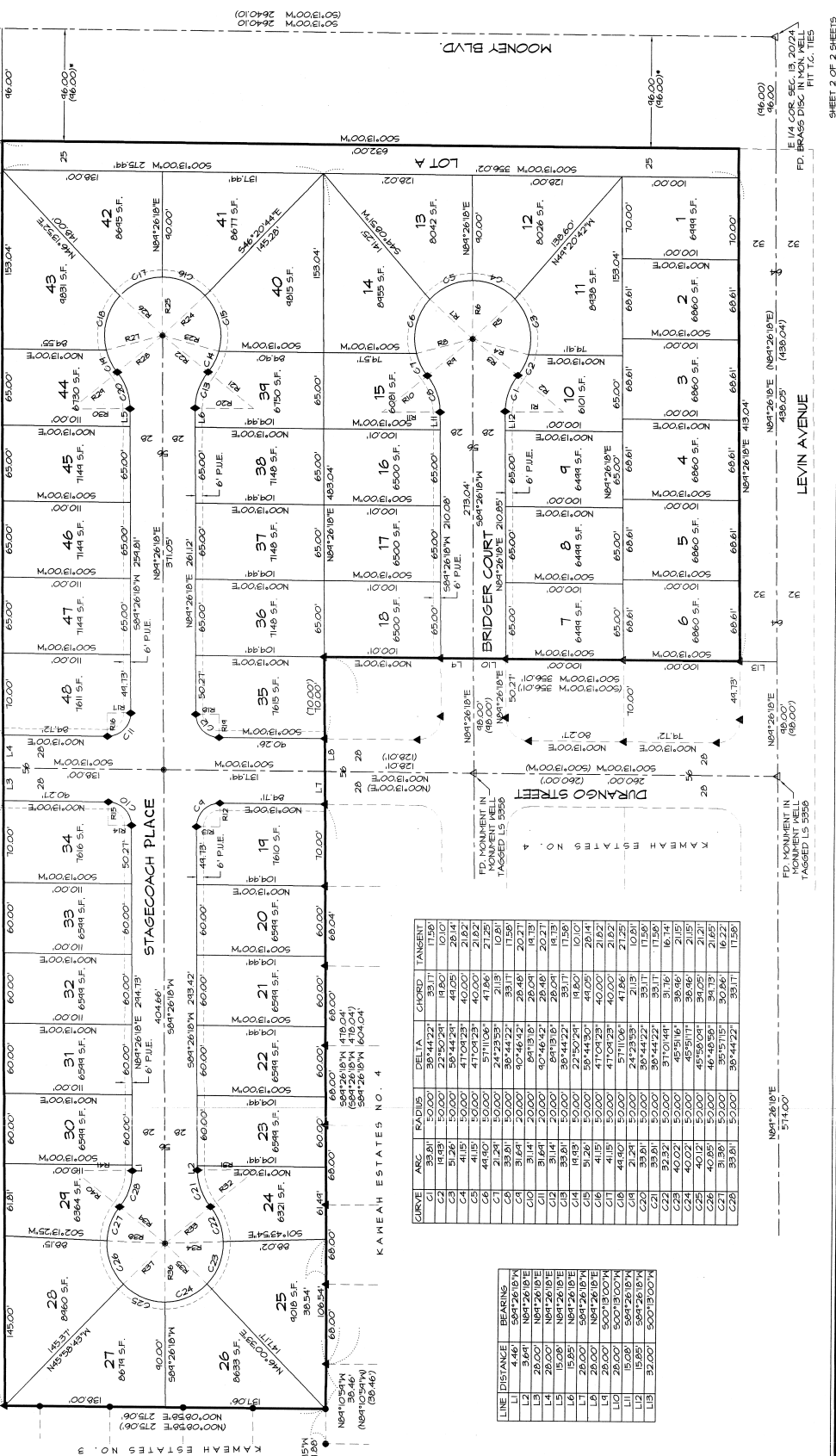
NOTE:  
LOT 15 IS TO BE DEDICATED TO THE CITY OF TULARE FOR BLOCK WALL, SIDEWALK, LANDSCAPING AND THE MAIN TENANCE THEREOF.  
THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE BLOCK WALL IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST.

- LEGEND**
- ▲ FOUND AND ACCENTED MONUMENT AS DESCRIBED.
  - ▲ FOUND 1/2" IRON PIPE TAGGED L5 5398.
  - ▲ SET CITY OF TULARE STANDARD STREET MONUMENT.
  - ▲ SET 1/2" IRON PIPE TAGGED L5 5398 AT ALL LOT CORNERS AND PILE RECORDED.
  - BOUNDARY INDICATES SUBDIVISION BOUNDARY.
  - (R) RADIAL BEARINGS
  - P.U.E. EASEMENT FOR PUBLIC UTILITIES.



SCALE: 1" = 60'

**BASIS OF BEARINGS:**  
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 10 EAST, AS PER KAWEAH ESTATES NO. 4, RECORDED IN BOOK 34 OF MAPS AT PAGE 96, TULARE COUNTY RECORDS, TANGENT TO THE SOUTH 075°00' WEST.



CURVE	ARC	RADIUS	DELTA	CHORD	TANGENT
C1	35.81	50.00	38.44727	33.17	11.56
C2	35.81	50.00	38.44727	33.17	11.56
C3	51.26	50.00	59.44291	41.00	20.14
C4	41.15	50.00	47.09123	40.00	21.82
C5	41.15	50.00	47.09123	40.00	21.82
C6	48.40	50.00	57.11106	47.85	21.25
C7	35.81	50.00	38.44727	33.17	11.56
C8	35.81	50.00	38.44727	33.17	11.56
C9	31.64	20.00	34.19151	28.04	14.19
C10	31.64	20.00	34.19151	28.04	14.19
C11	31.64	20.00	34.19151	28.04	14.19
C12	31.64	20.00	34.19151	28.04	14.19
C13	31.64	20.00	34.19151	28.04	14.19
C14	18.13	50.00	22.50224	18.20	10.10
C15	18.13	50.00	22.50224	18.20	10.10
C16	41.15	50.00	47.09123	40.00	21.82
C17	41.15	50.00	47.09123	40.00	21.82
C18	21.26	50.00	24.23355	17.86	7.15
C19	21.26	50.00	24.23355	17.86	7.15
C20	35.81	50.00	38.44727	33.17	11.56
C21	35.81	50.00	38.44727	33.17	11.56
C22	35.81	50.00	38.44727	33.17	11.56
C23	35.81	50.00	38.44727	33.17	11.56
C24	40.22	50.00	45.26041	38.16	16.14
C25	40.22	50.00	45.26041	38.16	16.14
C26	40.15	50.00	45.20404	38.05	16.11
C27	35.81	50.00	38.44727	33.17	11.56
C28	35.81	50.00	38.44727	33.17	11.56

LINE	DISTANCE	BEARINGS
L1	4.46	S84°26'18"W
L2	3.64	N84°26'18"E
L3	28.00	N84°26'18"E
L4	28.00	N84°26'18"E
L5	15.05	N84°26'18"E
L6	15.05	N84°26'18"E
L7	28.00	S84°26'18"W
L8	28.00	S84°26'18"W
L9	28.00	S84°26'18"W
L10	28.00	S84°26'18"W
L11	15.05	S84°26'18"W
L12	15.05	S84°26'18"W
L13	32.00	S00°13'00"W
L14	32.00	S00°13'00"W
L15	32.00	S00°13'00"W
L16	32.00	S00°13'00"W
L17	32.00	S00°13'00"W
L18	32.00	S00°13'00"W
L19	32.00	S00°13'00"W
L20	32.00	S00°13'00"W
L21	32.00	S00°13'00"W
L22	32.00	S00°13'00"W
L23	32.00	S00°13'00"W
L24	32.00	S00°13'00"W
L25	32.00	S00°13'00"W
L26	32.00	S00°13'00"W
L27	32.00	S00°13'00"W
L28	32.00	S00°13'00"W
L29	32.00	S00°13'00"W
L30	32.00	S00°13'00"W
L31	32.00	S00°13'00"W
L32	32.00	S00°13'00"W
L33	32.00	S00°13'00"W
L34	32.00	S00°13'00"W
L35	32.00	S00°13'00"W
L36	32.00	S00°13'00"W
L37	32.00	S00°13'00"W
L38	32.00	S00°13'00"W
L39	32.00	S00°13'00"W
L40	32.00	S00°13'00"W
L41	32.00	S00°13'00"W
L42	32.00	S00°13'00"W
L43	32.00	S00°13'00"W
L44	32.00	S00°13'00"W
L45	32.00	S00°13'00"W
L46	32.00	S00°13'00"W
L47	32.00	S00°13'00"W
L48	32.00	S00°13'00"W

DATE: 01/15/04 09:02:00 DRAWN: 01/15/04 BY: 01/15/04 CHECKED: 01/15/04 BY: 01/15/04

# KANEAH ESTATES NO. 6

PREPARED BY: NEIL ZERLANG - LAND SURVEYOR  
 209 E. MOBLE AVENUE, VISALIA, CA 93271, PHONE: (559) 739-6616  
 PREPARED FOR: CRD CONSTRUCTION  
 1526 N. TULARE AVENUE, TULARE, CA 93274, PHONE: (559) 688-2784

## BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTERS OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 24 EAST, MOUNT Diablo BASE AND MERIDIAN, AS PER KANEAH ESTATES NO. 4, RECORDED IN BOOK 39 OF MAPS AT PAGE 94, TULARE COUNTY RECORDS, TAKEN TO BE SOUTHLI 02°33'02" WEST.

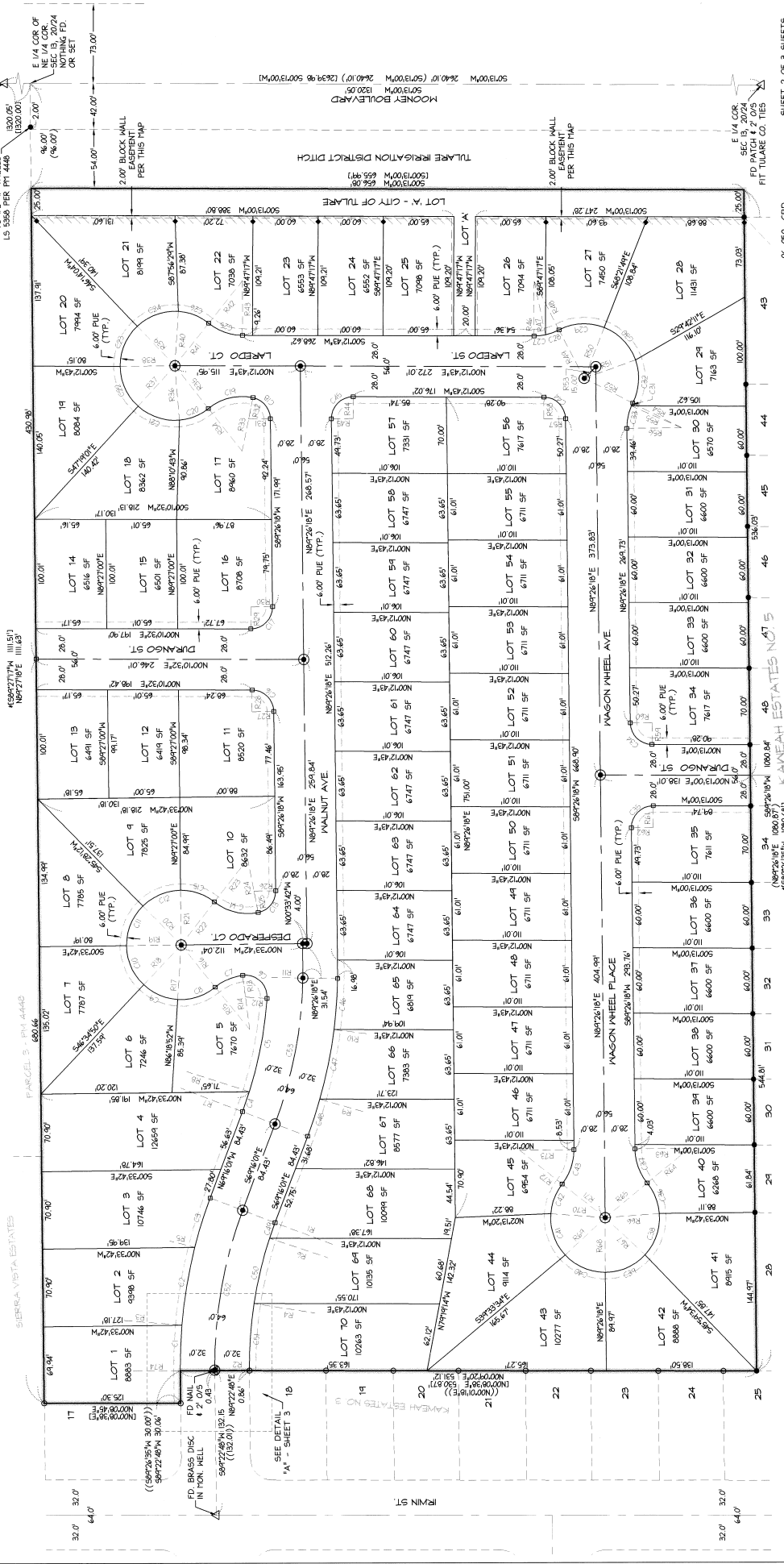
## SURVEYOR'S NOTES

- △ WITNESS CORNER SET ON LOT LINE 5' FROM NEAREST PROPERTY CORNER
- FOUND AND ACCEPTED TOLERANT AS NOTED
- FOUND 1/2" IRON PIPE TAGGED LS 4076
- FOUND 1/2" IRON PIPE TAGGED LS 5358
- SET BRASS DISC IN CONCRETE FLUSH TAGGED LS 5358
- MAVER OF DIRECT ACCESS RIGHTS
- CALCULATED FROM RECORD DATA
- SET 1/2" IRON PIPE TAGGED LS 5356 AT ALL LOT CORNERS, AND WHERE INDICATED
- ALL DIMENSIONS AND DIMENSIONS IN FEET AND DECIMALS THEREOF, AND WHERE INDICATED
- RECORD DATA PER MAP OF KANEAH ESTATES NO. 5 RECORDED IN VOLUME 41 OF MAPS AT PAGE 53, T.C.R.
- RECORD DATA PER MAP OF KANEAH ESTATES NO. 3 RECORDED IN VOLUME 34 OF MAPS AT PAGE 30
- PUBLIC UTILITY EASEMENT

1. LOT 15 IS TO BE DEDICATED TO THE CITY OF TULARE FOR BLOCK MALL, PEDESTRIAN ACCESS EASEMENT SIDEWALK, LANDSCAPING AND THE MAINTENANCE THEREOF.
2. THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE AND LIGHTING DISTRICT. MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST.



SCALE: 1" = 60'  
 0 30 60



MOONEY BOULEVARD (50°13'00" W 2640.10' (50°13'00" W 2640.10') (2639.96 500733.00 W) 1320.05

TULARE AVENUE (50°13'00" W 559.94')

LOT 1 - 12659 SF

LOT 2 - 9998 SF

LOT 3 - 10746 SF

LOT 4 - 12659 SF

LOT 5 - 7670 SF

LOT 6 - 7246 SF

LOT 7 - 7187 SF

LOT 8 - 7785 SF

LOT 9 - 7025 SF

LOT 10 - 8632 SF

LOT 11 - 8520 SF

LOT 12 - 6491 SF

LOT 13 - 6491 SF

LOT 14 - 6516 SF

LOT 15 - 6601 SF

LOT 16 - 8708 SF

LOT 17 - 8940 SF

LOT 18 - 8362 SF

LOT 19 - 8084 SF

LOT 20 - 7944 SF

LOT 21 - 8199 SF

LOT 22 - 7038 SF

LOT 23 - 6953 SF

LOT 24 - 6552 SF

LOT 25 - 7096 SF

LOT 26 - 7094 SF

LOT 27 - 7450 SF

LOT 28 - 11431 SF

LOT 29 - 11431 SF

LOT 30 - 6570 SF

LOT 31 - 6600 SF

LOT 32 - 6600 SF

LOT 33 - 6600 SF

LOT 34 - 7617 SF

LOT 35 - 7617 SF

LOT 36 - 6600 SF

LOT 37 - 6600 SF

LOT 38 - 6600 SF

LOT 39 - 7611 SF

LOT 40 - 6268 SF

LOT 41 - 8915 SF

LOT 42 - 8888 SF

LOT 43 - 6268 SF

LOT 44 - 9114 SF

LOT 45 - 7617 SF





**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Engineering

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Accept the required public works improvements for the KCOK Ranch No. 1 Subdivision located east of Mooney Boulevard, north of Seminole Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

On October 20, 2015, City Council approved the final map for the KCOK Ranch No. 1 Subdivision, which created 66 single family lots located east of Mooney Boulevard, north of Seminole Avenue as shown on the attached map.

The subdivider, Great Valley Land Company, LLC and Merced JJR KCOK, LLC, has completed construction of all required public works improvements in accordance with the approved plans and specifications for this subdivision.

**STAFF RECOMMENDATION:**

Accept the required public works improvements for the KCOK Ranch No. 1 Subdivision located east of Mooney Boulevard, north of Seminole Avenue as complete, authorize the City Engineer to sign the Notice of Completion, and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:** N/A

**Submitted by:** Michael Miller

**Title:** City Engineer

**Date:** February 13, 2017

**City Manager Approval:** \_\_\_\_\_

**RECORDING REQUESTED BY:**

City of Tulare

**WHEN RECORDED MAIL TO:**

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

**PURSUANT TO GOVERNMENT CODE SECTION 6103,  
NO RECORDING FEE REQUIRED.**

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, 93274, is the owner of the real property, public works or structure hereinafter described.
2. The nature of the title of the stated owner is: In Fee.
3. On the 21th day of February, 2017, a work of improvement on real property hereinafter described was completed by Great Valley Land Company, LLC, the Subdivider of record, whose address is 222 N. Garden Street, Suite 100, Visalia, CA 93291.
4. The name of the surety for the work of improvements is SureTec Insurance Company, 1330 Post Oak Blvd, Suite 1100, Houston, TX 77056.
5. The real property or public work or structure is described as follows:  
  
Public Works Improvements for the KCOK Ranch No. 1 Subdivision
6. The public works improvements were accepted as complete by the City Council of the City of Tulare on February 21, 2017.

Dated: \_\_\_\_\_

**CITY OF TULARE  
A Municipal Corporation,**

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

**VERIFICATION:**

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2017 at Tulare, California.

By: \_\_\_\_\_  
Michael W. Miller, City Engineer

**AGENDA ITEM:**

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

**Submitting Department:** Engineering

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Accept a Grant of Easement from CRD Construction Co., Inc., a California Corporation, for a temporary vehicular turnaround located at the north end of Durango Street. Authorize the City Manager to sign the Certificate of Acceptance.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

In accordance with the Tentative Subdivision Map for Kaweah Estates located on the north side of Levin Avenue, east of Irwin Street, a temporary vehicular turnaround is required at the end of Durango Street to accommodate emergency vehicles and other city purposes. This is a temporary easement until such time as the property to the north develops and continues the through street. A Grant of Easement from a portion of Assessor's Parcel Number 182-060-050 for this purpose has been executed and awaits recordation.

Acceptance of the real property conveyed by the Grant of Easement will provide for the required temporary turnaround easement. A Certificate of Acceptance signed by the City Manager will need to be recorded along with the Grant of Easement.

**STAFF RECOMMENDATION:**

Accept a Grant of Easement from CRD Construction Co., Inc., a California Corporation, for a temporary vehicular turnaround located at the north end of Durango Street. Authorize the City Manager to sign the Certificate of Acceptance.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:** N/A

**Signed:** Michael Miller

**Title:** City Engineer

**Date:** February 13, 2017

**City Manager Approval:** \_\_\_\_\_



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Office of the City Clerk

## **CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY, that the interest in real property conveyed by the **Grant of Easement** dated December 19, 2016, from **CRD Construction Co., Inc., a California Corporation**, to the City of Tulare, a Municipal Corporation of the State of California, was duly accepted by the City Council of the City of Tulare on **February 21, 2017**, and by the same order of the City Council of the City of Tulare, the City Manager was authorized to execute this Certificate of Acceptance to be recorded with the **Grant of Easement**.

CITY OF TULARE

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Chief Deputy City Clerk

<b>AGENDA ITEM:</b>
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**CITY OF TULARE, CA  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Fire Department

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Review and approve the project scope and budget for a new Fire Equipment Replacement Fund Program.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

Annually, the Fire Department has the need to replace obsolete and/or worn-out fire equipment such as hose, nozzles, extrication tools, etc. These costs vary depending on what equipment needs to be replaced in a given year. Historically, these replacements were budgeted and purchased through operating funds. This created variations in annual reporting depending on what equipment needed to be replaced.

To help establish consistent annual operating costs, replacement costs were removed from maintenance and operations budget and reallocated to the equipment replacement fund to accumulate funds to replace mission critical equipment. The fire equipment replacement fund was established in FY 16/17 for this purpose. In FY 16/17 operating budget \$102,000 was included as a transfer to the Equipment Replacement Fund for the purposes of Fire Equipment Replacement.

Appropriations for Equipment replacement funding are established through the two-year Capital Budget. Fire equipment replacement did not exist when the current capital budget was approved. This agenda item is a request to approve an annual Fire Equipment Replacement Program as a capital mid-cycle request. This approval will create the required legal appropriations for the funds to be expended.

A spreadsheet reflecting how the annual allocation was determined is included for review and includes an inventory of major fire equipment items (SCBAs, hose, nozzles, appliances, tools, ladders, powered saws, extinguishers, turnouts, etc.) with a projected lifecycle, replacement cost, amortized, and an annual payment that would provide for the replacement of all equipment at the end of its lifecycle. A 3% annual funding increase has been planned for future years to allow cost increases that occur over time.

**STAFF RECOMMENDATION:**

Review and approve the project scope and budget for a new Fire Equipment Replacement Fund Program.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Cameron Long

**Title:** Fire Captain

**Date:** January 25, 2017

**City Manager Approval:** \_\_\_\_\_

## PUBLIC SAFETY PROJECT

PROJECT #
Fire Equipment Replacement Fund
<b>(Capital)</b>
<b>(Equipment Replacement)</b>
<b>1,2,3,4,5</b>

**PROJECT MANAGER:** Cameron Long

**PROJECT DESCRIPTION & PURPOSE:** To place money in a fund to manage the replacement of obsolete and/or worn out fire equipment such as hose, nozzles, extrication tools, ladders, extinguishers, etc.

**KEY POINTS:** The department cannot accurately predict what equipment will need replacement far enough in advance to submit individual projects each time replacement is necessary. This fund will allow for one project to accomplish the replacement of various pieces of fire equipment. Includes a 3% annual increase.

**PROJECT STATUS:** Funded in FY 16/17 budget; not appropriated by CC.

**PROJECTED START DATE:** 2/1/2017

**PROJECTED END DATE:** 6/30/2032

**FUTURE M & O:**  
(Additional Cost & Department Responsibility) \$102,000 annually in future fiscal years.

**CRITERIA (1-8):** Criteria 1: Project corrects immediate and urgent public health or public safety issue.

	Fiscal Year					Total	Unfunded
	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022		
Costs Description							
Equipment	\$102,000	\$105,000	\$108,000	\$111,000	\$114,500	\$540,500	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Costs:</b>	\$102,000	\$105,000	\$108,000	\$111,000	\$114,500	\$540,500	\$0
Funding Sources							
623 Equipment Replacement Fund	\$102,000	\$105,000	\$108,000	\$111,000	\$114,500	\$540,500	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Funding:</b>	\$102,000	\$105,000	\$108,000	\$111,000	\$114,500	\$540,500	\$0



## Fire Equipment

SCBAs		Hose		Nozzles/Appliances/Tools		RIT	
SCBA pack	224,000.00	4"	64,400.00	adapters	22,736.00	Assembly	10,500.00
SCBA cylinders	35,000.00	2.5"	21,840.00	nozzles	95,690.00	Pack	7,000.00
	0.00	1.75"	26,390.00		0.00	15	17,500.00
	<u>259,000.00</u>		<u>112,630.00</u>				<u>1,166.67</u>
					<u>118,426.00</u>	<b>Cribbing</b>	
Life Span:	15.00	Life Span:	15.00	Lifespan	10.00	Cribbing	6,405.00
	<u>17,266.67</u>		<u>7,508.67</u>		<u>11,842.60</u>	Life Span:	15.00
							<u>427.00</u>
Hand Tools		Ladders		Powered Saws		Extinguishers	
Hand Tools	11,655.00	24' ext.	5,215.00	Chainsaw	8,995.00	Met-L-X	5,684.00
	0.00	14' roof	2,905.00	Rotary saw	12,845.00	PW	1,365.00
	<u>11,655.00</u>	10' attic	2,240.00	Sawzall	2,583.00	20#	4,655.00
Life Span	4.00		0.00		0.00	2.5#	3,472.00
	<u>2,913.75</u>	15	<u>10,360.00</u>	10	<u>24,423.00</u>	8	<u>15,176.00</u>
			<u>690.67</u>		<u>2,442.30</u>		<u>1,897.00</u>

## Fire Equipment

Auto Extrication		Ropes		Tech Rescue		Power Fan	
Power plant/hoses	12,640.00	Ropes	500.00	Rescue 42	2,390.00	Tempest fan	2,343.00
spreaders	8,675.00	RPM	725.00	Airbag Mas	3,000.00		0.00
cutters	6,500.00	Prussik	600.00	Airbags	4,370.00	15	2,343.00
ram/extensions	4,150.00	Webbing	150.00				156.20
	31,965.00		1,975.00		9,760.00		
Life Span:	15.00	Life Span:	10.00	Lifespan	15.00	Life Span:	7.00
	2,131.00		197.50		650.67		0.00
Portable Generator		Medical Equipment					
Portable Generato	1,150.00	LP 15	133,180.00		0.00		0.00
Flood light	555.00	LP 1000	7,398.00		0.00		0.00
	1,705.00		0.00		0.00		
Life Span	10.00		0.00		0.00		
	170.50	5	140,578.00	5	0.00	10	0.00
			28,115.60		0.00		0.00

**PPE**

Turnout Coats		Turnout Pants		Helmets		Boots	
TO Coats	85,040.00	TO Pants	67,680.00	Helmets	11,880.00		15,400.00
	0.00		0.00		0.00		0.00
	0.00		0.00		0.00	10	15,400.00
	<u>85,040.00</u>		<u>67,680.00</u>		<u>11,880.00</u>		<u>1,540.00</u>
Life Span:	10.00	Life Span:	10.00	Lifespan	10.00		Life Span:
	<u>8,504.00</u>		<u>6,768.00</u>		<u>1,188.00</u>		7.00
							<u>0.00</u>
Wildland Coats		Wildland Pants		EMS Jackets		Gloves	
WL Coats	8,470.00	WL Pants	8,800.00	EMS Jacket	20,160.00	Structure	2,860.00
	0.00		0.00		0.00	Extrication	1,680.00
	<u>8,470.00</u>		0.00		0.00		
Life Span	5.00		0.00		0.00		
	<u>1,694.00</u>	5	8,800.00	10	20,160.00	5	4,540.00
			<u>1,760.00</u>		<u>2,016.00</u>		<u>908.00</u>

<b>Annual Budget Required</b>
<b>\$101,954.78</b>

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Human Resources

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Adopt the Three-Year Memorandum of Understanding (July 1, 2015 through June 30, 2018) by and between the City of Tulare and the Tulare Police Officers Union (TPOU).

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

The City has reached an agreement with the Tulare Police Officer's Union (TPOU). Staff is presenting the Three-Year Memorandum of Understanding (MOU) for the period of July 1, 2015 through June 30, 2018 for Council approval. This MOU outlines agreed upon changes to various operational items as well as changes to salary and benefits. Following is a summary of the main points of the salary and benefits changes as authorized by Council and accepted by the TPOU.

**Salary:**

- 3% increase effective the 2<sup>nd</sup> pay period in January 2016 (beginning on January 23, 2016)
- 4% increase effective the 2<sup>nd</sup> pay period in January 2017 (beginning on January 21, 2017)
- 5.75% increase effective the 1<sup>st</sup> pay period in January 2018 (beginning on January 6, 2018)

**CalPERS:**

Effective with the 1<sup>st</sup> pay period in January 2018 (beginning on January 6, 2018), employees in the TPOU will begin picking up 3% of the City's share of CalPERS, for Classic and PEPRA members.

**Leave Day:**

Upon ratification, (effective the next immediate pay period) TPOU members will be afforded one (1) personal day (equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). This one (1) personal leave day will be granted beginning with the first full pay period of each fiscal year thereafter. This personal leave day will be placed in a separate leave bank and must be used in its entirety prior to the last full pay period of each fiscal year. An exception will be granted

for the time earned at ratification and the first fiscal year until the last pay period in June of 2018 (ending on June 22, 2018). If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of one (1) day. This personal leave has no cash value.

Education Pay:

Upon ratification, (effective the next immediate pay period) all regular (non-probationary) employees shall be entitled to receive education/certificate pay in the amount set forth below. The maximum amount that any employee shall be eligible is five percent (5%).

- 1.5% education incentive pay granted with the completion of thirty (30) units of acceptable college credit (twenty (20) units in Police Science) and two (2) years of police service; or an Intermediate POST Certificate.
- 2.5% education incentive pay granted with the completion of sixty (60) units of acceptable college credit (twenty (20) units in Police Science) and three (3) years of police service; or an Advanced POST Certificate.
- 5% education incentive pay granted for a Bachelor's Degree in Public Administration, Criminal Justice, Business Management or related field with a minor in Police Science and four (4) years of police service.

**STAFF RECOMMENDATION:** Adopt Three-Year Memorandum of Understanding (July 1, 2015 through June 30, 2018) by and between the City of Tulare and the Tulare Police Officers Union (TPOU).

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Janice Avila

**Title:** Human Resources Director

**Date:**

**City Manager Approval:** \_\_\_\_\_

February 7, 2017

**MEMO TO:** Members of the TPOU Bargaining Team  
Roger Wilson, Rains, Lucia, Stern, PC, Spokesperson

**FROM:** City of Tulare Bargaining Team  
Kenneth Caves, Caves & Associates, Spokesperson

**SUBJECT:** City of Tulare Proposal to TPOU regarding pending items

Tuesday night (2/7/17), the City's negotiating team met with Council in closed session to discuss TPOU negotiations. After discussion, the consensus of Council was to offer the following proposal to the TPOU with the goal of settling this matter with the group. These items are in addition to the tentative agreements already reached between the City and the TPOU.

**Term:** MOU running through June 30, 2018.

**Salary:** 3% increase effective the 2<sup>nd</sup> pay period in January 2016 (beginning on January 23, 2016)  
4% increase effective the 2<sup>nd</sup> pay period in January 2017 (beginning on January 21, 2017)  
5.75% increase effective the 1<sup>st</sup> pay period in January 2018 (beginning on January 6, 2018)

**CalPERS:** Effective with the 1<sup>st</sup> pay period in January 2018 (beginning on January 6, 2018), employees in the TPOU will begin picking up 3% of the City's share of CalPERS, for Classic and PEPR members.

**Leave Day:** Upon ratification, (effective the next immediate pay period) TPOU members will be afforded one (1) personal day (equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). This one (1) personal leave day will be granted beginning with the first full pay period of each fiscal year thereafter. This personal leave day will be placed in a separate leave bank and must be used in its entirety prior to the last full pay period of each fiscal year. An exception will be granted for the time earned at ratification and the first fiscal year until the last pay period in June of 2018 (ending on June 22, 2018). If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of one (1) day. This personal leave has no cash value.

**Education Pay:** Upon ratification, (effective the next immediate pay period) all regular (non-probationary) employees shall be entitled to receive education/certificate pay in the amount set forth below. The maximum amount that any employee shall be eligible is five percent (5%).

- 1.5% education incentive pay granted with the completion of thirty (30) units of acceptable college credit (twenty (20) units in Police Science) and two (2) years of police service; or an Intermediate POST Certificate.
- 2.5% education incentive pay granted with the completion of sixty (60) units of acceptable college credit (twenty (20) units in Police Science) and three (3) years of police service; or an Advanced POST Certificate.
- 5% education incentive pay granted for a Bachelor's Degree in Public Administration, Criminal Justice, Business Management or related field with a minor in Police Science and four (4) years of police service.

# RLS RAINS LUCIA STERN ST. PHALLE & SILVER, PC

February 9, 2017

**Ms. Janice Avila**  
Human Resources Director  
City of Tulare

Via email to: [javila@tulare.ca.gov](mailto:javila@tulare.ca.gov)

**RE: City of Tulare Proposal Following Feb. 7, 2017, Council Meeting**

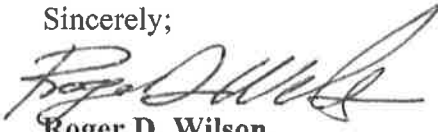
Dear Ms. Avila:

I relayed the City's "Proposal to TPOU Regarding Pending Items" to the Tulare Police Officers Union Board who discussed the Proposal with the TPOU members. On behalf of the TPOU, I can relay to you that they accept the City's Proposal.

Thank you for your assistance with this matter.

I look forward to receiving the revised MOU soon.

Sincerely;



**Roger D. Wilson**

CC: Client

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# **MEMORANDUM OF UNDERSTANDING**

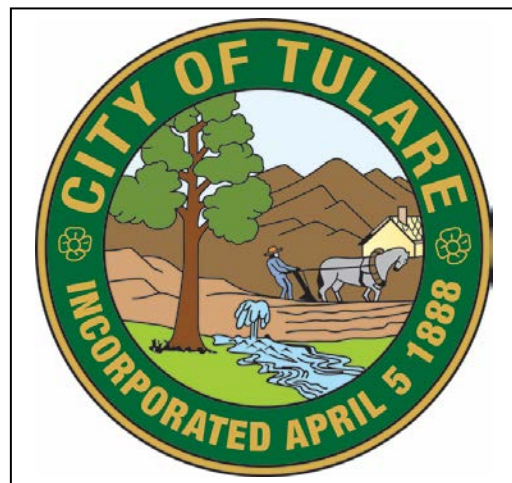
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**By and Between the  
City of Tulare and the  
Police Officers Union**

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**July 1, 2015 through June 30, 2018**

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**MEMORANDUM OF UNDERSTANDING**

**July 1, 2015 through June 30, 2018**  
**A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN**  
**THE CITY OF TULARE AND**  
**THE TULARE POLICE OFFICERS UNION**

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**MEMORANDUM OF UNDERSTANDING**

**July 1, 2015 through June 30, 2018  
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF TULARE AND  
THE TULARE POLICE OFFICERS UNION**

**I. RECOGNITION**

The City acknowledges the Tulare Police Officers Union as the recognized employee organization representing the sworn non-management employees in the Tulare Police Department (Police Officer and Police Corporal Classifications.)

**II. PURPOSE**

It is the purpose of this Memorandum of Understanding, entered into pursuant to the Meyers-Milias-Brown Act of the California Government Code, Sections 3500 Through 3510, to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum and to set forth the understandings of the parties reached as a result of good faith bargaining. The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the City of Tulare and the Tulare Police Officers Union, upon ratification of the Tulare City Council

**III. NON-DISCRIMINATION**

The City agrees to act pursuant to section 3502 of the Government Code relative to employee rights to representation. No employee shall be intimidated, coerced, restrained or unlawfully discriminated against because of the exercise of these rights. The provisions of the Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, national origin, religion, sex, disability, age, citizenship status, genetic information, marital status, sexual orientation and identity, medical condition, political affiliation, or, military or veteran status.

**IV. MAINTENANCE OF BENEFITS**

The City and the Tulare Police Officers Union agree to meet and confer on any proposed changes to Title I, Chapter 14, Sections 1-13 of the City Code of Tulare, California and Resolution No 2537, Rules and Regulations for the Administration of the City of Tulare Merit Personnel System which may have a direct impact on employees represented by the Police Officers Union within thirty (30) days upon written request of either party throughout the term of this Memorandum of Understanding.

**V. CITY AUTHORITY**

The City shall retain all legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include, among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the

efficiency of governmental operations; determine the methods, means and personnel of which governmental operations are to be concluded; take all necessary actions to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work. The Union and its members, officers and representatives agree that they will not cause or condone any strike, slow down, or sick out during the term of this Agreement.

#### **VI. EMPLOYEE RIGHT TO REPRESENTATION**

Any regular employee has the right to representation by a person of his/her choice at a proposed disciplinary proceeding and at meetings that may have a negative impact on the employee's employment relationship with the City of Tulare. If such a meeting is set, the employee shall be notified of same and of their rights under this section.

#### **VII. AVAILABILITY OF RULES AND REGULATIONS**

It shall continue to be the policy of the City to provide at least one current copy of Resolution No. 2537 (Rules and Regulations for the Administration of the City of Tulare Merit Personnel System) at each departmental or divisional office. A copy of said document shall be available and may be loaned to any employee who so requests. In addition, this document is available on the City's Intranet and Internet. At these same locations, the City shall post information regarding job openings.

#### **VIII. WORK ACCESS AND EMPLOYEE INFORMATION**

The Union may have access to work locations for the posting of employee information, investigation of employee grievances, for representation of employees at grievance and disciplinary hearings and during non-work times for discussions with employees of issues and events when approved by the Human Resources Director. A reasonable number of locations for posting employee information shall be made available by the City. Copies of materials to be posted shall be sent to the Human Resources Director.

#### **IX. NOTICE OF CHANGE OF WORK RULES**

Except in cases of emergency when the City determines that it must act immediately, the City shall give the Union reasonable notice of any ordinance, rule, resolution or regulation affecting the Union or represented employees and directly relating to matters within the scope of representation proposed to be adopted by the City Council.

#### **X. SALARY**

Police Officers assigned traffic duties in the Traffic Division shall receive a five (5%) per cent salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned traffic duties in the Traffic Division.

The parties agree to use the cities of Hanford, Porterville, Visalia, Tracy, Madera, Manteca, Turlock, and Merced for total compensation comparisons. It is further agreed to use the same categories which were surveyed in the 1995 compensation study.

**XI. SEVERABILITY**

If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

**XII. RENEGOTIATION**

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations.

**XIII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT**

Because the American with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Tulare to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Tulare Police Officers Union recognizes that the City of Tulare has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Tulare Police Officers Union will be notified of these proposed accommodations prior to implementation by the City of Tulare.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

**XIV. TERM**

The provisions of the Memorandum of Understanding shall continue through and include June 30, 2018. The parties agree to reopen the meet and confer process for further discussion on or after March 1, 2018.

**XV. COMPENSATION AND HOURS**

**A. APPLICATION OF SALARY RANGES AND RATES**

**PROMOTION**

Any employee receiving a promotion shall start at the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of approximately a five percent (5%) and not to be less than four percent (4%) increase in salary for sworn police officers.

## **II. STANDARD WORK PERIODS**

The standard work period for sworn police officers shall be as follows:

The standard work schedule for sworn Police Officers and Police Corporals in patrol (excluding traffic) shall be a 4/12-3/12, comprised of four (4) twelve hour shifts on consecutive days in one work week, and three (3) twelve (12) hour shifts on consecutive days in the next work week. Police Officers and Police Corporals in five (5) day, eight (8) hour per day shift schedules shall continue to work eighty-six (86) hours within a consecutive fourteen (14) day period.

## **III. EXCEPTIONS TO STANDARD WORK PERIODS**

The City Manager is hereby authorized to designate other work periods to other employees when, in his opinion, the best interests of the city may be served by such adjustment of standard work periods and hours. The procedure for making adjustments in the standard work period in hours shall be consistent with provisions of Section 3504.5 of the Government Code.

## **IV. COMPUTATION OF SALARY**

Salaries for all authorized city positions are set forth in the City Compensation Plan. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.33 for non-shift employees and 186.33 for twelve (12) hour shift employees.

## **V. OVERTIME POLICY: DEFINITION**

It is the policy of the City of Tulare that overtime work be kept to the minimum consistent with the protection of life, property and the efficient operation of the departments and activities of the city, and that overtime work be compensated with time off where practical. Overtime work shall be authorized only with the prior authorization of the department head, manager or supervisor. Overtime work for all eligible employees, except where otherwise provided in Article XV. F shall be defined as any time worked beyond forty (40) hours in a standard work week. The use of vacation, compensatory time, and holidays shall be included in the definition of time worked. In addition, sick leave for the use of bereavement time will count towards the overtime calculation. Those employees being ordered in for mandatory overtime to include having to be at or on standby for court, Swat team activities, and other events as directed by the Police Chief or his/her designee will be eligible to count sick leave towards time worked for those events.

## **VI. OVERTIME COMPENSATION: POLICE OFFICERS AND POLICE CORPORALS**

### **1. General Provisions**

Police Officers shall be paid overtime or receive compensatory time off for all time worked beyond eighty-six (86) hours within a fourteen (14) day duty period on a time and one-half basis.

- a. There shall be granted a minimum of two (2) hours overtime for employees called back to work after having been released.

- b. Court "stand-by" compensation shall be compensated at the rate of time and one-half for two (2) hours in the morning and two (2) hours in the afternoon. Court call-back compensation shall remain at two (2) hours at time and one-half whenever called.
- c. An Officer shall not be compensated for court stand-by and court call-back for the same morning or afternoon block of time.
- d. Off duty Police Officers required to attend monthly firearms qualifying sessions shall be granted one (1) hour overtime per month in lieu of any travel time and expenses related to these qualifying sessions as long as the firearms range is not in the Tulare area. Overtime shall be granted for sworn Police Officers required to be instructors of in-service training courses. One (1) hour of overtime shall be granted when a work shift is affected by the time change from daylight savings time to standard time. Payment for a full work shift shall be granted when time changes from standard time to daylight savings time.

## **2. Compensation for Position of Acting Sergeant or Lieutenant**

When Police Officers/Corporals are required to serve in an acting position of Police Sergeant or Police Lieutenant for fourteen (14) consecutive days, the employee shall be compensated at an additional seven and one-half percent (7 ½%) pay or at the appropriate compensation for the position being filled, whichever is less, for the entire period worked.

## **3. Stand-by Compensation for Investigations**

Officers assigned to the Investigations Division who are required to be on stand-by shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour above their normal hourly rate of compensation exclusive of any other provisions of the City of Tulare Personnel Rules and Regulations. Stand-by compensation for said officers shall not exceed one hundred twenty-six and three quarters (126.75) hours in any seven (7) day period. If an employee on stand-by is called back to work, only those hours for which the officer was on stand-by will be compensated at the stand-by rate. No more than one officer can be on stand-by at any given time.

## **VII. OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER**

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

## **VIII. DEDUCTIONS**

Deductions from employees pay shall be made in accordance with prevailing laws, contracts and administrative rules and procedures established by the City Manager.

## **IX. PAID HOLIDAYS**

- 1. Regular Holidays for Pay Purposes: Holidays for all officers and employees of the public offices of the City of Tulare shall be as follows:



- January 1 (New Year's Day)
  - The third Monday in January (Martin Luther King, Jr. Birthday)
  - The third Monday in February (President's Day)
  - The last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - The first Monday in September (Labor Day)
  - November 11 (Veterans Day)
  - The fourth Thursday in November (Thanksgiving Day)
  - The day after Thanksgiving Day
  - December 25 (Christmas Day)
  - The employee's date of birth
  - Two days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two in-lieu holidays immediately upon returning to a pay status.
  - Every day appointed by the President of the United States or the Governor of California for public fast, thanksgiving, mourning or holidays as determined by the City Manager.
2. If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation.

**X. REGULAR HOLIDAYS FOR PAY PURPOSES**

1. Sworn Police Shift Personnel

Sworn Police shift personnel shall receive twelve (12) days, (equaling ninety-six (96) hours) of annual vacation in lieu of holidays. In lieu of taking off six (6) of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

2. Paid Days in Lieu of Holidays at Termination

Regular Sworn employees of the Police Departments leaving municipal service with accrued pay days in lieu of holidays who give at least two weeks of notice of their intention to terminate shall be paid the amount of accrued days in lieu of holidays to the day of termination. Payment for accrued days in lieu of holidays shall be at the employee's current rate of pay.

## **XI. COMPENSATION DURING ATTENDANCE OF A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF**

City employees should feel free to attend training courses that are available during their vacation, holidays or days off if they so desire, however, compensation for attendance at training courses held during days off, weekends, vacations or holidays will be authorized only where employees have been directed by the department head to attend such on the following basis:

### **1. Holidays**

Employees directed to attend training courses will be compensated as provided in Article XV J. above

### **2. Vacations**

Employees directed to attend training course held during their vacation days will be allowed to reschedule their vacation days.

### **3. Days Off or Off Duty Shifts**

Employees directed to attend training course on their days off or off duty shifts will be compensated as provided in Article XV F. Whenever an employee is out of the city for a number of days on a training course, such as one week seminars, etc., the regular working schedule has no relationship to working hours while in school or in seminars and no special compensation other than regular pay and attendance expenses will be authorized. Under unusual circumstances, deviation from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

## **L. EDUCATION INCENTIVE: SWORN POLICE PERSONNEL**

Upon ratification, (effective the next immediate pay period) all regular (non-probationary) employees shall be entitled to receive education/certificate pay in the amount set forth below. The maximum amount that any employee shall be eligible is five percent (5%).

1. A payment of one and one-half percent (1.5%) of the Police Officer's monthly salary per month shall be granted with the completion of thirty (30) units of acceptable college credit (twenty (20) units in Police Science) and two (2) years of police service or an Intermediate POST Certificate.
2. A payment of two and one-half percent (2.5%) of the Police Officer's monthly salary per month shall be granted with the completion of sixty (60) units of acceptable college credit (twenty (20) units in Police Science) and three (3) years of police service or an Advance POST Certificate.
3. A payment of five percent (5.0%) of the Police Officer's monthly salary per month shall be granted for a Bachelor's Degree in Public Administration, Criminal Justice Administration, Business Management or related field with twenty (20) units in Police Science and four (4) years of police service.

The employee must provide validated evidence of education completed to the Human Resources Director prior to the granting of respective education incentive payments.

#### **M. TUITION REIMBURSEMENT**

Regular city employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their city jobs, such reimbursement shall be subject to administrative rules and procedures established by the Personnel Department. A maximum of two thousand five hundred dollars (\$2,500) per fiscal year per employee shall be reimbursed for tuition reimbursement.

#### **N. BRIEFING TIME**

1. Police employees required to attend pre-shift briefing sessions shall be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift, in accordance with Article XV. E, F, G.
2. Police employees on "light duty" status resulting from an injury sustained while on duty shall be compensated for pre-shift briefing sessions and will be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift.
3. Employees on "light duty" status resulting from an off-duty injury shall not be compensated for pre-shift briefing, unless warranted due to operational necessity and prior approval of the employee's supervisor. Operational necessity will be determined by, and at the discretion of, the Chief of Police or his/her designee.

#### **O. SICK LEAVE COMPENSATION**

1. Upon Retirement

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

2. Employee's choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

**P. COMPENSATION FOR FRACTIONS OF HOURS WORKED**

Fractions of hours worked shall be compensated as follows:

- 0 - 7.5 minutes no payment
- 7.5 - 22.5 minutes .25 hour
- 22.5 - 37.5 minutes .50 hour
- 37.5 - 52.5 minutes .75 hour
- 52.5 - 60.0 minutes 1.00 hour

**Q. INVESTIGATION ASSIGNMENT**

Police Officers assigned investigative duties in the Investigations Division shall receive a five percent (5.0%) salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned investigative duties in the Investigations Division.

**R. RETIREMENT COMPENSATION**

1. All regular and regular part time employees are members of the Public Employees Retirement System. The employees and the city shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms of retirement benefits for miscellaneous members and local safety members shall be determined by retirement system contracts.
2. Non-Management Sworn Police Personnel:  
Classic members of the Union pay nine percent (9%) of the employee's contribution to the Public Employee's Retirement System (CalPERS). PEPRA members of the Union (those employees hired after January 1, 2013) pay eleven and one-half percent (11.5%) of the employee's contribution to CalPERS. Effective with first pay period in January 2018 (beginning on January 6, 2018) employees in the Union will begin picking up three percent (3%) of the City's share of CalPERS, for Classic and PEPRA members.
3. The city of Tulare has contracted with PERS for optional benefits. The coverage key reflects the following changes:

	<b>Optional Benefit</b>	<b>Police</b>
8.1	1 year final comp	12-14-1991
8.3	Sick leave credit	12-14-1991
8.4	1959 Survivor	03-21-1975
8.5	Military Sr Credit 76	01-01-2002
8.21	2% @55 Ret formula	12-08-1984
8.22	Inc 59 Survivor	07-03-1980
8.40	2.5% @55 Ret formula	12-14-1991

8.48	4 <sup>th</sup> lvl 1959 surv benefit	07-01-2005
	3% @55 Ret formula	01-01-2002
	3% @50 Ret formula	01-01-2007
	3%@55 Ret formula (new employees hired on or after effective date) 3 year average compensation – on new hires	02-11-2012

**S. BILINGUAL PAY**

Sworn public safety personnel, in the Police Department shall receive an incentive bonus of two percent (2%) incentive bonus for certification as being bilingual in accordance with standards established by the Human Resources Director insuring that the said employee is competent and proficient in the language certified. A re-certification shall occur every three (3) years. An employee not passing the re-certification shall not continue to receive the incentive bonus.

**T. UNIFORM ALLOWANCE**

1. Sworn Employees of the Police Department

Sworn Police personnel required to wear uniforms in the performance of their duties shall receive a uniform allowance of one thousand one hundred dollars (\$1,100). New employees of the Police Department shall receive, upon initial employment, two (2) full sets of uniforms and two summer shirts and foul weather gear. Any new or reappointed employee whose appointment begins prior to January 1 of any year shall be granted the allotment for uniform maintenance. If appointed or reappointed after January 1, he/she shall be granted uniform allowance the following year.

2. Additional Uniforms and Uniform Allowance Procedures

Any additional uniforms needed shall be supplied at the employee's expense. The Human Resources Department shall establish such regulations and procedures needed for the administration of the uniform allowance procedure.

**U. FLEXING WORK HOURS**

Non-Minimum Staffing - Flexing of Hours: To accommodate the personal needs of members and to create the best working environment, given the context of a police department whose primary goal is service to the community, members assigned to non-minimum staffing units may request and be assigned flexible hours of work. Any overtime worked by members may be taken as flex time by the member subject to the following conditions:

1. The operational needs of non-minimum staff unit shall be the primary concern for a Supervisor when determining a request for flexing of hours.
2. A Supervisor may grant a member's request to flex hours up to one (1) hour before or after the standard shift hours.

3. All flex time shall be used by members during the same pay period in which it is accrued.
4. All accrued flex time that is not used by members during the pay period in which it is accrued shall be converted to Compensatory time off or received as overtime compensation, at the members' discretion.
5. In order to meet departmental operational and service needs, a Supervisor may terminate, at any time, a member's flexed schedule upon thirty (30) days written notice to the affected member. The decision to discontinue a flex hour schedule is not appealable or grievable.
6. Overtime worked past the scheduled end of a shift shall not be considered as a shift adjustment. An adjustment of hours prior to the shift shall be considered as an adjustment.

#### **V. COMPENSATION INCREASES DURING THE TERM OF MOU**

Increases to members of the bargaining unit shall be as follows:

- Three percent (3%) increase effective the second pay period in January 2016 (beginning on January 23, 2016).
- Four percent (4%) increase effective the second pay period in January 2017 (beginning on January 21, 2017).
- Five and three-quarters percent (5.75%) increase effective the first pay period in January 2018 (beginning on January 6, 2018). Effective with this increase, bargaining unit employees shall pay, in addition to the amount currently paid by said employees, an additional 3.0% of the CalPERS premium currently paid by the City of Tulare for both PEPRAs and Classic members.

#### **XVI. ANNUAL VACATION LEAVE**

##### **A. PURPOSE OF ANNUAL VACATION LEAVE**

The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the city to have the employee schedule a vacation for periods of at least one week.

##### **B. ELIGIBILITY FOR ANNUAL VACATION LEAVE**

All regular and probationary (upon the completion of six (6) months of continuous service), shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated through the month immediately preceding the month in which the employee's vacation falls.

##### **C. ACCRUAL OF ANNUAL VACATION LEAVE**

Vacation leave shall be accrued and credited monthly by all eligible employees who are on pay status for fifty percent (50%) or more of that month. Those employees eligible for vacation as defined in Section XVI (B) shall accrue vacation at the following rates:

- All employees with less than five (5) complete years of continuous service shall earn vacation leave at the rate of 6.67 hours per month or ten (10) working days per year. Upon the completion of six (6) continuous years of service, the employee shall earn one (1) additional working day of vacation; in the same manner, two (2) additional working days vacation shall be earned for the seventh year; three (3) for the eighth year; four for the ninth year; five (5) for the tenth year; for a maximum of fifteen (15) working days per year or ten (10) hours per month thereafter.

**D. ACCUMULATION OF ANNUAL VACATION LEAVE**

Employees may carry over a maximum accumulation of one year's annual vacation leave, for a maximum credit of two (2) years annual leave. If vacation is denied due to a city related emergency, such vacation may be carried over into the following year, if necessary.

**E. SCHEDULING OF VACATION LEAVE**

An employee's vacation shall be, as much as possible, scheduled for the employee's convenience, however, vacation shall be scheduled by department heads so as not to interfere seriously with or impair departmental efficiency.

**F. HOLIDAYS WITHIN VACATION LEAVE**

When a recognized city holiday falls within an employee's vacation for which he/she normally would have been excused from work, that day shall not be charged as a day of annual vacation.

**G. ILLNESS WITHIN VACATION LEAVE**

If an employee becomes ill or injured during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as sick leave.

**H. PAYMENT OF ANNUAL LEAVE UPON TERMINATION**

Employees who terminate employment shall be paid for any accrued vacation. Payment for accrued vacation upon termination shall be at the employee's current hourly rate of pay.

**I. VACATION IN LIEU OF HOLIDAYS FOR PUBLIC SAFETY EMPLOYEES**

All sworn Police shift personnel shall be granted an additional twelve (12) days of annual vacation leave, to be added to their annual vacation, in lieu of holidays. In lieu of taking off six (6) days of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

**J. EFFECT OF EXTENDED MILITARY LEAVE**

An employee who interrupts his/her service to the city because of an extended military commitment, shall be compensated for accrued vacation leave upon separation from service to the city.

## **XVII. SICK LEAVE**

### **A. STATEMENT OF POLICY**

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the department head. Sick leave shall be allowed only in case of necessity and actual personal illness or disability, medical or dental treatment.

Sick leave shall be allowed to a maximum of six (6) days (forty-eight (48) hours) per year due to family illness in the immediate f (Family Sick Leave). Family Sick Leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. The City's definition of immediate family members (as outlined in California Labor Code, Chapter 245.5) is:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

### **B. ELIGIBILITY FOR SICK LEAVE**

Regular, Regular Part Time and Probationary (upon completion of six (6) months of continuous service) shall be eligible for sick leave with pay.

### **C. ACCRUAL OF SICK LEAVE**

Sick leave shall be accrued and credited monthly by all eligible employees who are on a pay status for fifty percent (50%) or more of that month. Those employees eligible for sick leave, as defined in Section XVII (B), shall accrue sick leave at the rate of eight (8) hours per month.

### **D. ACCUMULATION OF SICK LEAVE**

There shall be no maximum on the amount of sick leave an employee may accumulate.



**E. HOLIDAYS WITHIN SICK LEAVE**

When a recognized city holiday falls within an employee's bonafide use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

**F. ILLNESS WITHIN VACATION LEAVE**

If an employee becomes ill during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as a day of sick leave.

**G. USAGE OF SICK LEAVE**

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave.

**H. DEDUCTION OF SICK LEAVE**

Sick leave shall be deducted at the rate of one (1) hour sick leave for each hour absent.

**I. VERIFICATION OF SICK LEAVE USAGE**

The city reserves the following rights with regard to control and verification of appropriate sick leave usage:

1. The city may require that any employee who uses more than two (2) consecutive days of sick leave to provide a physician's certification of the employee's illness.
2. The city may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide the city a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work. In determining whether or not to place an employee on "sick leave restriction", the city agrees to consider not only gross usage and so-called "patterns of usage", but also extended illness, major medical problems and incidents of family sick leave.

**J. WORKERS COMPENSATION**

- A. A Sworn employee of the Police Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation, shall be allowed up to one year's leave of absence, as required by said section. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers compensation payments received by the employee.
2. An employee of the Police Department who is absent from work by reason of an injury or illness covered by workers compensation will continue to accrue sick leave, vacation and holiday benefits and consideration for normal salary increases as though he/she were not on leave of absence.

3. Whenever such disability of an employee continues for a period beyond one year, the leave of absence may continue until the expiration of his/her accrued sick leave, vacation and previously accrued compensatory time off for overtime and paid days in lieu of holidays, calculated to the nearest one-half day, with compensation at the employee's regular rate of pay.
4. When it appears the employee cannot return to work by the expiration of such allowances, disability retirement shall be requested by the city to become effective at the expiration of these allowance unless the employee applies for or consents to his/retirement as of an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.
5. No employee of the Police Department shall be paid any disability indemnity under workers compensation concurrently with wages or salary payments by the city amounting to more than his/her regular rate of pay at any time during his/her leave of absence.
6. No employee of the Police Department shall receive wage or salary payments from the city after a period of five (5) years from the date of injury for any one injury.
7. A member of this Unit who suffers an injury of illness in the course and scope of City employment shall be provided an opportunity to work in a "light duty: assignment provided that the employee's work restrictions, if any, can be reasonably accommodated, and that there is a light duty assignment available in the Tulare Police Department or elsewhere in the City of Tulare. Employees working in a light duty assignment shall receive their regular salary during the period of light duty.

**K. DEPLETION OF SICK LEAVE, COMPENSATORY TIME AND VACATION BENEFITS**

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the city of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the city shall be considered terminated.

**L. EMPLOYEE REHABILITATION**

The city shall provide a rehabilitation program for industrially injured employees, pursuant to Section 139.5 of the California Labor Code. Employees unable to return to their previous position shall be interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedures applies for eighteen (18) months. The employee's name shall be placed on a mailing list for the period designated above.

**M. COMPENSATION FOR SICK LEAVE UPON TERMINATION**

There is no cash value to sick leave other than what is listed under "sick leave compensation upon

retirement”.

**N. COMPENSATION FOR SICK LEAVE UPON RETIREMENT**

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an “account” with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree’s last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

Employee’s choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

**XVIII. OTHER LEAVES OF ABSENCE**

**A. SCHEDULING OF COMPENSATION TIMEOFF**

Compensatory time off shall be approved if requested a minimum of five (5) days prior to the requested date. Any compensatory time-off requests received later than five (5) days prior to the requested date will be considered, but can be denied based on shift strength or other conflicts.

**B. LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay may be granted in cases of emergency of where such absence would not be contrary to the best interests of the city. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. No vacation or sick leave benefits shall be used for illness occurring during such leave.

1. Approval of Department Head: Leave of absence without pay for one (1) week or less may be granted by the department head, depending on the merits of the individual case. Such leaves shall be reported to the Human Resources Director.
2. Approval of City Manager: Leave of absence without pay in excess of one (1) week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve (12) months' duration.

**C. ABSENCE WITHOUT LEAVE**

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive days may result in termination of employment.

**D. LEAVE OF ABSENCE: DEATH OUTSIDE THE IMMEDIATE FAMILY**

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Section XVIII (B).

**E. MATERNITY**

Leave of absence for maternity will be covered under the provisions authorized in Section XVII (A) and (G). An employee may work until she has been advised by her doctor to cease working. The employee may continue on sick leave either until the doctor gives written permission to return to work or until benefits are exhausted.

**F. EMPLOYEE'S TIME OFF TO VOTE**

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

**G. JURY DUTY: LEAVE OF ABSENCE**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the city all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury service.

**H. SUBPOENAS: LEAVE OF ABSENCE**

Regular employees who are subpoenaed to appear as witnesses in a court trial may be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the city within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

**I. LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARING OR RELATED PHYSICAL EXAMINATIONS**

Employees who have been injured in the course and scope of their employment with the city and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the city's workers compensation insurer or the Industrial Accident Commission shall be granted leave with pay for such absences only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance with the department head.

**J. BEREAVEMENT LEAVE**

The city shall allow an employee to be absent from work with pay for a maximum of three (3) days for a death which occurs within the State of California. If the death occurs outside the State of

California and an employee must travel outside the state, a maximum of five (5) days with pay shall be allowed. Bereavement leave is allowable in the case of a death of an immediate family member which for bereavement only shall be defined as a father, mother, step mother, step father, sister, brother, husband, wife, son, daughter, step child, father-in-law, mother-in-law, or any in-law or relative with whom you reside.

Employees shall be granted one (1) day from work for the death of a relative. A relative is a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. If additional time is required for any of the above, the employee with the Department Head approval may take sick days as needed in compliance with Section XVII (B) and (I). All other uses of bereavement leave i.e., aunt, uncle, niece, nephew etc. shall be vacation time or other leave banks other than sick leave.

#### **K. EDUCATIONAL LEAVE**

Employees may receive paid leave to attend courses, seminars and/or workshops for conventions, which enhance their knowledge, skills or performance in relation to their job. The determination as to when and whether an employee is granted leave shall be made by the department head.

#### **XIX. LAYOFF**

- A. An employee may be terminated by the City Manager because of changes in duties or organization, abolishment of position, shortage of work or funds or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least fourteen (14) days prior to the effective date of termination. Such termination shall not be subject to appeal.
- B. In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except, negative performance during the past twelve (12) months will be considered to determine the order of layoff. Negative performance and disciplinary actions will be defined as the following:
  - 1. Denial of merit increases due to misconduct or poor performance.
  - 2. Suspension without pay.
  - 3. Extensions of probationary periods for poor performance.
  - 4. Disciplinary demotions to lower level positions.
  - 5. Performance reviews within the twelve (12) months prior to layoff containing significant, negative, written comments indicating improvement needed and warning of further consequences to follow if improvement fails to occur.
- C. The order of layoff shall be established by the Human Resources Director, including seniority and results of review of performance evaluations and prior disciplinary actions. The order of layoff will be the least senior employee as determined by the procedure above. Prior to the establishment of the final order of layoff, the Human Resources Director shall furnish affected employees a copy of the "Proposed Order of Layoff." Notice will be hand delivered to employees whenever possible.

If personal delivery is not possible, the notice will be sent by certified mail to the last known address.

- D. If the employee wishes to contest the application of the criteria set forth to his/her position on the list, he/she may appeal with any supporting materials to the Human Resources Director. This request should be directed to the Human Resources Director within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process. After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Human Resources Director or his designee shall establish the "Final Order of Layoff" list. The decision of the Human Resources Director or his designee shall be final and not subject to the grievance process or further appeal.
- E. Regular employees in good standing, who are designated to be laid off and have held regular status in a lower classification, may displace employees in the lower classification provided that the employee exercising the displacement privilege has greater classification length of service than the incumbent in the class to which the employee is bumping, and had an equal or better overall rating on his/her last written evaluation. If the employee in the higher classification has not held status in a lower classification, then no displacement rights accrue to that individual. Conditions which affect displacement rights are as follows:
  - 1. The employee exercising the displacement privilege will displace employees in lower classification in the same order as specified above.
  - 2. All employees must exercise displacement privileges within seven (7) calendar days after receipt of the Notice of Layoff, by written notice to the Human Resources Director. If these privileges are not exercised within the specified time period, they are automatically forfeited.
  - 3. Layoffs which result from a reduction in force shall be made without regard to an employee's race, color religion, national origin, sex, age, marital status, or functional limitations as defined in the ADA and other applicable state law.

This procedure encompasses all aspects of the negotiated layoff procedure, and the City shall not be required to further meet and confer on this subject during the term of the MOU.

## **XX. DISCIPLINARY PROCEEDINGS**

### **B. DISCIPLINARY ACTION: DEFINITION**

As used in this chapter, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation or suspension, and as defined in Government Code Sections 3303 et seq.

### **B. CAUSES FOR DISCIPLINARY ACTION**

Causes for disciplinary action against any employee may include, but not be limited to, the following:

- 1. Unauthorized absence or tardiness.

2. Failure to report absences from work or failure to return immediately from authorized leave.
3. Failure to following the instruction of a supervisor, manager or other proper authority.
4. Disorderly conduct on city premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language.
5. Possession, use, receiving, distributing or being under the influence of alcoholic beverage or drugs while on duty.
6. Falsifying or altering city records, including, but not limited to, employment, medical, pay and benefit records, or permitting one's time card to be recorded by another employee.
7. Thefts of, or intentional harm to, city or other's personal property.
8. Dishonesty.
9. Violation of safety rules.
10. Unauthorized removal of city documents, records or other property.
11. Negligent or careless performance of duties.
12. Failure to meet acceptable standards of performance.
13. Failure to observe work schedules or assignments.
14. Misuse of city property.
15. Unauthorized departure from job, department or city premises.
16. Loitering or sleeping on the job.
17. Gambling on city's premises or while on duty elsewhere.
18. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the city.
19. Allowing unauthorized individuals to ride in city's vehicles.
20. Discourteous treatment of the public or other employees.
21. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations.

**C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN**

The City Manager or any department head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this chapter.

#### **D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION**

Prior to initiating any disciplinary action, excluding reprimands, against an employee having regular status, the City Manager or department head shall serve written notice on the employee, personally or by certified mail, at least seven (7) calendar days prior to the effective date of the disciplinary action. The written notice shall include:

1. A description of the action to be taken and the effective date or dates.
2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline.
4. A statement advising the employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.
5. A statement that a copy of the materials upon which the proposed action is based is attached or available for inspection upon request.
6. A statement that if the proposed discipline is imposed, the employee has a right to appeal.

Upon request of the affected employee, the City Manager or department head may extend the response from the employee provided that such extension will have no detrimental effect on the city.

#### **E. IMPOSITION OF DISCIPLINARY ACTION**

Upon expiration of the period allowed for employee response and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action.

#### **F. EXTRAORDINARY CIRCUMSTANCES**

In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the employee's act or the charges against him/her are such as to require the employee's immediate removal from the job site, the employee may be placed on leave with pay pending service of the notice of disciplinary action and the effective date of the disciplinary action.

If, in the opinion of the City Manager or the department head, the employee's behavior is such that he/she is temporarily unable to perform his/her job and the intent is to remove him/her from the job site until he/she is able to return and function adequately, said employee may be placed on sick leave and sent home until determined by the City Manager or department head that he/she is able to function adequately.



## **G. RIGHT OF APPEAL**

A regular employee shall have the right of appeal to the Human Resources Director from any disciplinary action taken by his/her department head under this chapter. Such appeal must be filed with the Human Resources Director within ten (10) working days after receipt of the written notice of such disciplinary action. The appeal must be in writing and must state specifically the reasons upon which it is based.

## **H. RIGHT OF APPEAL: HEARING**

1. Upon receipt of a written appeal from an affected employee, the Human Resources Director shall arrange for a hearing as provided in this chapter. Said hearing shall be conducted as soon as possible after receipt of the written appeal.
2. Within five (5) calendar days from the receipt of the request for hearing, either party may request the State Mediation and Conciliation Service to submit a list of five (5) neutrals. These neutrals will be statewide experts in the field of labor relations. Within five (5) calendar days upon receiving the request, the Human Resources Director and the Union shall alternatively strike a name from the list, and the last name remaining shall be designated as the neutral arbitrator. The arbitrator selected shall submit the earliest date(s) in which the arbitrator can hold the hearing, of which the Union and the Human Resources Director can mutually select a date. The arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended in writing by all parties. The decision shall be sent to the Human Resources Director and to the Union. The arbitrator's decision shall be final and binding, and may be challenged only pursuant to the California Arbitration Act, C.C.P. Sections 1280, et seq.
3. Either party (City or the Union) may waive the grievance procedure time limits specified in this subsection and proceed to immediate arbitration in any case where the party alleges that the other is threatening to take an action in violation of the MOU in so short a period of time as to disallow the party from proceeding within the time limits of this subsection. To put it another way, immediate arbitration may be sought by either party where there is "no adequate remedy at law," or where normally a party would be entitled to seek injunctive relief. However, the method of proceeding to immediate arbitration must be done consistent with the following provisions.
  - a. The arbitration shall take place no earlier than the fifteenth (15th) day following the request by the grieving party for such "immediate arbitration," unless otherwise mutually agreed. During the two (2) week period (fourteen (14) calendar days) immediately following the request for immediate arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.

- b. If the City is the responding party, the Chief of Police and Human Resources Director, or their designated representatives, jointly, shall have the opportunity to meet with or otherwise communicate with appropriate Union representatives, in an attempt to resolve the dispute.
  - c. Once the request for immediate arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the two (2) week period) attempt to agree upon a neutral arbitrator and to obtain a date for arbitration hearing as soon as possible immediately following the two (2) week period.
  - d. The parties will attempt to have a standing list of available "immediate arbitrators," but if no agreement on same is reached, the parties will obtain five arbitrators, by telephone, if possible, from the State Mediation and Conciliation Service. The first arbitrator available to hear the matter following the two-week period shall be selected as arbitrator. The order of contacting the potential arbitrators shall be determined by lot unless mutually agreed to otherwise. The parties are free to mutually agree upon an immediate arbitrator through any other process or agreement.
  - e. In any case, the arbitrator selected to decide the grievance shall have the full and equitable power to frame a decision, including an order to the party initiating the grievance to abide by the time limits provided in the grievance procedure, or a restraining order against the party threatening the action, or any other form of arbitration order that would resolve the matter in an equitable and just manner. However, the arbitrator may not add to, subtract from, change or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.
  - f. Unless the parties agree otherwise, closing argument shall be presented orally and there shall be a "bench" decision.
  - g. The parties shall attempt to have the arbitration proceedings completed as quickly as possible, including by meeting nights and weekends, if at all feasible.
- 4. An arbitrator shall have, in the arbitrator's discretion, the ability to hear evidence on both arbitrability and on the merits at the same hearing, holding for a later ruling on the issue of arbitrability.
  - 5. Time limits set forth in the formal process may be modified by mutual agreement of the grievant or representative and the department or City. Failure of the grievant to file an appeal within the specified time limit for any but the first step of the procedure shall

constitute an abandonment of the grievance.

6. The cost of making a stenographic record of the arbitration hearing shall be borne by the party requesting such records. There shall be no post-hearing briefs, except by mutual agreement.
7. The fees and expenses of the arbitrator shall be paid half by the City and half by the grievant; however, the arbitrator may order that the City or the grievant pay the total of such fees and expenses should the arbitrator find that, but for the unreasonableness of a party's posture, the convening for arbitration would not have been necessary.
8. Witnesses who are employees and on duty at the time of the scheduled appearance shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.
9. An individual grievant shall be released from duty without loss of pay for the time of the arbitration hearing. A representative shall be permitted to be present without loss of compensation on behalf of the grievant.
10. Arrangements for release time for a grievant's witnesses shall be made with the Human Resources Director, who shall issue all appearance notices no later than twenty-four (24) hours in advance of the scheduled hearing.
11. No employee shall be discriminated against, harassed, coerced, or suffer any reprisal because of filing or processing of a grievance or participating in a grievance procedure.

**I. RIGHT OF APPEAL: REPRESENTATION**

The appellant employee shall have the right to appear personally or to be represented by counsel or by anyone else of his/her choosing, including other city employees, with the exception of supervisory, management and confidential employees.

**J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR**

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or department head shall be final.

**K. RIGHT OF APPEAL: DECISION**

The Hearing Officer shall render a decision within thirty (30) days after the conclusion of the hearing or after receipt of the official hearing transcript. The Hearing Officer's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Hearing Officer, the employee shall be compensated in all or in part for the time lost as determined by the Hearing Officer. Any appeal of the Hearing Officer's decision through judicial review must be filed within ninety (90) days of said decision pursuant to the Code of Civil Procedures Section 1094.6.

## **L. EFFECT OF DISCIPLINARY ACTIONS**

### **1. Oral Reprimand**

Employees may receive an oral reprimand.

### **2. Written Reprimand**

Employees receiving a written reprimand shall have a copy filed in his/her personnel jacket kept in the Human Resources Department. The employee shall initial a copy of the reprimand prior to its filing, indicating that he/she has read the reprimand. The employee shall have the right to enclose a written response to the reprimand in his/her personnel file.

### **3. Suspension**

Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.

### **4. Salary Reduction**

Employees who have had their salary reduced shall receive the lowered salary until such time as the department head or City Manager determines that an increased salary is merited.

### **5. Discharge**

Employees terminated pursuant to SEC. 904 of these rules and regulations shall be paid salary for vacation and worked holidays accumulated to the effective date of termination, subject to SEC. 713, if applicable.

## **M. RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES**

In the interest of preventing undue embarrassment and subsequent loss of ability to perform city work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

1. No information shall be released without prior approval of the City Manager, and prior notification to the President of the Tulare Police Officers Union and the effected employee.
2. No information will be released until final action has been determined and taken.
3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedure is sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinion interpreting Government Code Section 54957 is as follows:

"The purpose of SEC. 54957 is to protect individual public employees and officers from

unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

**N. INFORMAL COUNSELING WITH THE CITY MANAGER**

Nothing in these rules and regulations shall prohibit the City Manager from meeting informally with an employee regarding possible disciplinary action in order to attempt to resolve the problem.

**O. NON-APPLICABILITY**

The provisions of this section shall not apply to reductions in the work force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

**XXI. MISCELLANEOUS**

**A. REPORTS OF CHANGE OF STATUS**

All actions involving employment and change in status of employment shall be reported by the department head to the Human Resources Director on City of Tulare Personnel Action Forms. Copies of such reports shall be furnished to the employee involved.

**B. DAMAGE CLAIMS**

Any employee of the City of Tulare filing suit for damages arising from occupational injury shall notify the Finance Director of the amount of damages collected from such suits in order that all expenses paid by the city may be recovered.

**C. GRATUITIES**

No officer or employee of the city shall solicit or accept any gratuity for services rendered.

**D. OUTSIDE EMPLOYMENT**

Any regular employee desiring to engage in regular outside employment shall first obtain non-City conflict job approval for his/her department head. The employee shall submit a statement to his/her department head on a standard city form, naming the prospective employer, his/her address and telephone number and outline the proposed duties and the hours of work. Approval may be denied if, in the opinion of the department head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Human Resources Director and shall be resubmitted prior to January 10 each year to maintain a valid, continuous authorization.

**E. COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS**

Regular city employees may receive compensation for the use of their personal vehicle in city business. Such compensation shall be the prevailing IRS approved rate and upon approval of the employee's department head.

## **F. CONFLICT OF INTEREST**

All designated employees shall comply with departmental conflict of interest codes or the applicable regulations adopted by the Fair Political Practices Commission.

## **G. DAMAGED EQUIPMENT REVIEW COMMITTEE**

A Police Department Damaged Equipment Review Committee shall be established for the purpose of reviewing and determining the rate of payment for all claims for clothing or equipment damaged in the line of duty. The committee shall be composed of a representative from the Human Resources, Police Department administrative staff and the officers in general.

## **H. PERSONNEL FILES**

An employee or his/her recognized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request. The employee shall, in advance, be advised of, entitled to read and respond to all statements written by the employee's supervisor, department head or fellow employee of his/her work performance or conduct if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to review and respond to such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

## **I. POSITION RECLASSIFICATION**

### **1. Position Reclassification**

An employee who believes his/her position is wrongly classified may submit a written request to his/her supervisor for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be presented to the City Council in July.

### **2. Classification Analysis**

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Department conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

### **3. Appeals**

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

**J. EMPLOYEE ASSISTANCE PROGRAM POLICY**

The city recognizes emotional, medical and substance abuse (alcohol and drugs) problems as treatable conditions. An employee's problem with alcohol and drug abuse, etc., will be a concern only when it manifests affect upon his/her job performance. There is no desire on the part of the city to intrude into the employee's private life. However, if personal problems being to impact job performance, the Employee Assistance Program provides the employee with a possible alternative to disciplinary action. It is expected that the responsibility for recovery rests with the employee. Employees who suspect that they have a problem will take advantage of diagnostic, counseling and assessment services made available through the Employee Assistance Program.

**K. FLEXIBLE BENEFITS PROGRAM**

The city shall maintain a flexible benefits program (which became effective October 1, 1987) in accordance with Section 125 of the Internal Revenue Code. At time of implementation, the city contributed the entire cost of implementation. The employees shall be responsible for the monthly cost.

**L. VEHICLE USE POLICY**

The City Manager shall determine the allocation of usage of city-owned vehicles in accordance with the business needs of the city. All city-owned vehicles shall be operated in conformance with administrative policy, unless the use of a vehicle is otherwise controlled by contractual agreement or other policy adopted by the City Council. The City Manager shall be the responsible authority for interpretation and implementation of adopted vehicle use policies.

In addition to all other changes the Tulare Police Officers Union Agrees to meet and consult on a computer policy.

**M. DEFERRED COMPENSATION**

All regular employees may, at the employee's request, be included in a Deferred Compensation Plan whereby the employee may provide for the deferral of a specified amount of current income to be invested and the payment of such deferred amount and interest thereon to be made at a later date. Said Deferred Compensation Plan shall be subject to approval by the Internal Revenue Service. Implementation of the plan shall involve no cost or charge to the city.

**N. LEAVE BANK DONATIONS**

The City agrees that it will create an Administrative Leave Bank Donations Policy dedicated specifically to the ranks of Police Officer and Police Corporal.

**O. ELECTION RULES**

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall be subject to the City Rules and Regulations for Election Procedures.

**P. PERSONAL DAYS OFF**

Employees in this Union will be afforded one (1) personal day (equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). This one (1) personal leave day will be granted beginning with the first full pay period of each fiscal year thereafter. This personal leave day will be placed in a separate leave bank and must be used in its entirety prior to the last full pay period of each fiscal year. An exception will be granted for the time earned at ratification and the first fiscal year until the last pay period in June of 2018 (ending on June 22, 2018). If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of one (1) day. This personal leave has no cash value.

**Q. NOTIFICATION TO THE CITY OF UNION OFFICERS AND REPRESENTATIVES**

The Union shall provide the City with a list identifying the Union officers and representatives each year on or before January 31, and within fifteen (15) calendar days of any changes to the list.

**XXII.INSURANCE**

**A. INSURANCE - HEALTH, DENTAL AND VISION**

1. Public safety employees with employee only coverage shall contribute twenty-five (\$25) per month towards health care, for those employees enrolled in dependent insurance coverage, the city shall contribute sixty-five percent (65%) of the premium per month toward the employee health, dental, vision and life insurance and dependent health, dental, vision and life insurance costs. The employee shall contribute thirty-five percent (35%) per month toward the cost of dependent insurance coverage.
2. Employees hired after June 23, 1984, upon retirement, shall pay one hundred percent (100%) of the total costs of the health insurance premium (with or without dependent coverage). Any increases in future premiums after retirement shall be borne by the retiree. In order to be eligible for said benefits, the employees must directly retire, be at least fifty-five (55) years of age and have provided twenty (20) years of service to the City of Tulare.

If the health insurance administrator recommends future rate increases or program modifications to be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such an increase or changes are recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

**B. INSURANCE - LIFE**

Life insurance for non-management employees shall be provided as specified in the employee health insurance policy.



**C. LONG TERM DISABILITY PLAN**

For non-management sworn Police personnel, the city shall contribute up to \$17.13 per month to a long term disability plan (in lieu of a one per cent salary increase for the 1982/83 fiscal year).

**Signature Page  
Memorandum of Understanding  
Between  
The City of Tulare  
And the  
Tulare Police Officer Union  
July 1, 2015 through June 30, 2018**

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

**FOR THE CITY OF TULARE**

**FOR THE TULARE POLICE OFFICER'S UNION**

By: \_\_\_\_\_  
Kenneth Caves, CAVES & ASSOC.

By: \_\_\_\_\_  
Roger Wilson, RAINS LUCIA STERN  
ST. PHALLE SILVER, PC

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Janice Avila, Human Resources Director

By: \_\_\_\_\_  
James Kelly

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Wes Hensley, Police Chief

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Darlene Thompson, Finance Director

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** General Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency ("Oversight Board") for purchase of Assessor Parcel Number ("APN") 176-051-003, Property #2 for the amount of \$22,000 to Juan Carlos Miguel Garcia.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

In February 2017, the office of Adrian Herrera presented three offers for Property #2 (APN 176-051-003), a vacant lot located at 225-227 South K Street. The offers presented are as follows: All Valley Housing Service, Inc. with \$18,000, Carmen L. Rivera de Herrera with \$18,000, and Juan Carlos Miguel Garcia with \$22,000. The property's valued and listed price was \$18,000.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 176-051-003 Property #2 for the amount of \$22,000 to Juan Carlos Miguel Garcia.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 10, 2017

**City Manager Approval:** \_\_\_\_\_

## Property #2

APN: 176-051-003-000

Address: 225 South K Street

Zone: C-3 Retail Commercial Size: 7,275 square feet



### Site Information

Property was formerly the site of a downtown retail commercial structure and business. The structure is no longer there. It is a vacant lot served by City water, sanitary sewer, storm water drainage, solid waste, and street cleaning services.

### Notes

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** General Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency ("Oversight Board") for purchase of Assessor Parcel Number ("APN") 170-232-010, Property #7 for the amount of \$16,000 to Gerrid Climer.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

In February 2017, the office of Adrian Herrera presented three offers for Property #7 (APN 170-232-010), a vacant lot located at 450 1/2 North N Street. The offers presented are as follows: All Valley Housing Services, Inc. with \$14,000, Carmen L. Rivera de Herrera with \$14,900, and Gerrid Climer with \$16,000. The property's valued and listed price was \$14,900.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-232-010 Property #7 for the amount of \$16,000 to Gerrid Climer.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 10, 2017

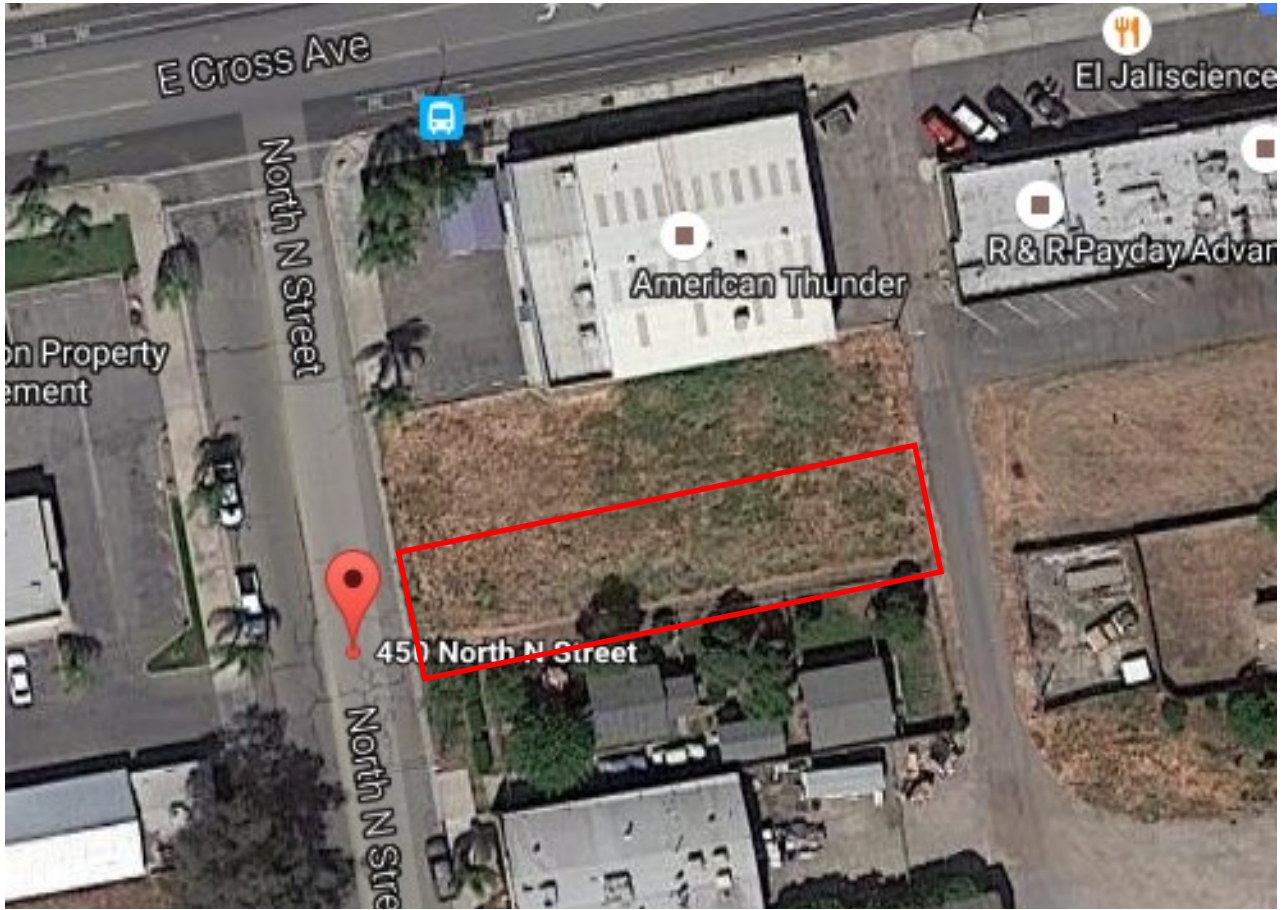
**City Manager Approval:** \_\_\_\_\_

**Property #7**

APN: 170-232-010-000

Address: 450 1/2 North N Street

Zone: C-3 Retail Commercial    Size: 5,625 square feet



**Site Information**

Property is currently vacant.

**Notes**

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** General Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency ("Oversight Board") for purchase of Assessor Parcel Number ("APN") 170-232-011, Property #8 for the amount of \$16,000 to Gerrid Climer.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

In February 2017, the office of Adrian Herrera presented three offers for Property #8 (APN 170-232-011), a vacant lot located at 446 North N Street. The offers presented are as follows: All Valley Housing Services, Inc. with \$14,000, Carmen L. Rivera de Herrera with \$14,900, and Gerrid Climer with \$16,000. The property's valued and listed price was \$14,900.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-232-011 Property #8 for the amount of \$16,000 to Gerrid Climer.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 10, 2017

**City Manager Approval:** \_\_\_\_\_

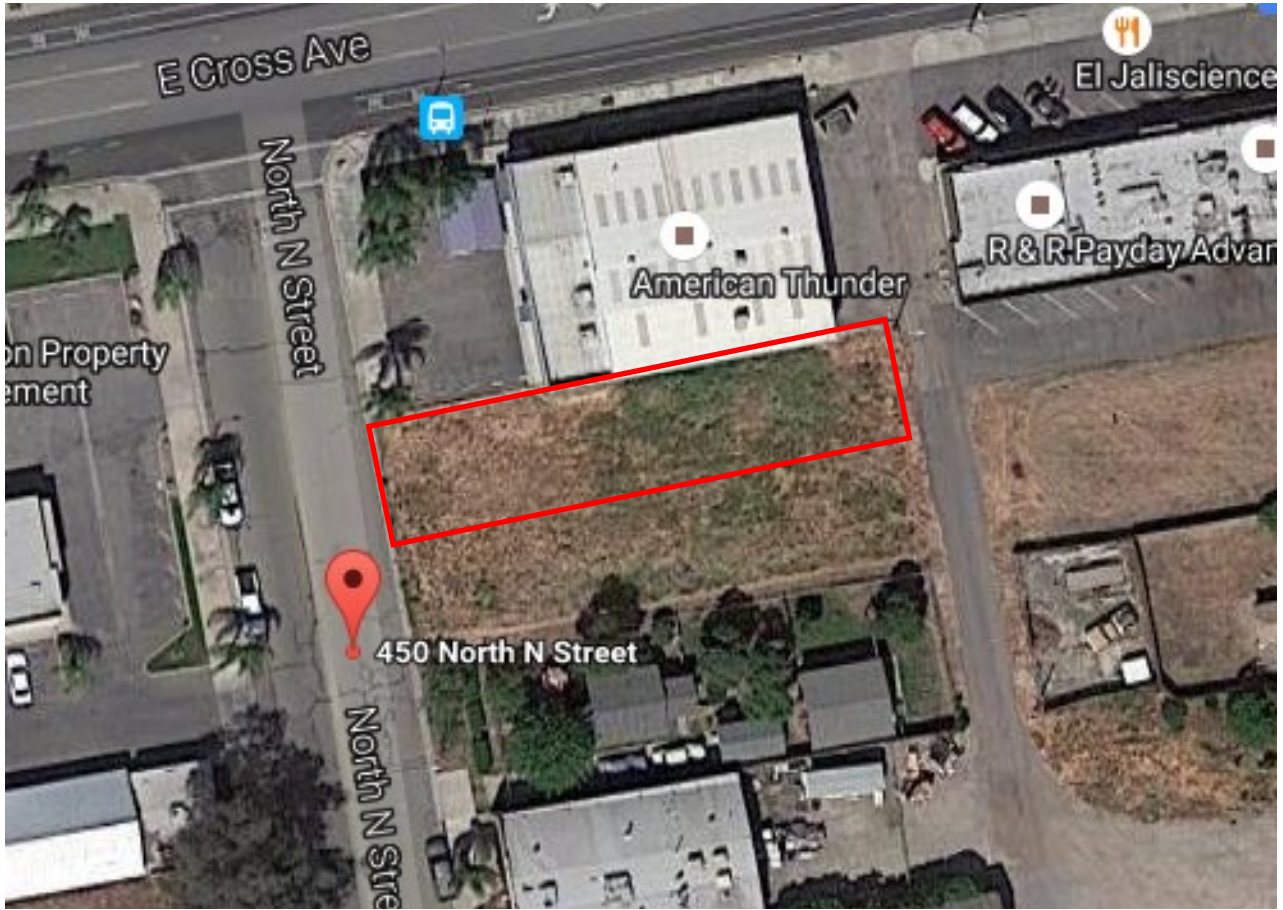


**Property #8**

APN: 170-232-011-000

Address: 446 North N Street

Zone: C-3 Retail Commercial    Size: 5,625 square feet



**Site Information**

Property is currently vacant.

**Notes**



**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** General Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-232-016 Property #9 for the amount of \$28,000 to All Valley Housing Services, Inc.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 9, 2017, the office of Adrian Herrera presented an offer for Property #9 (APN 170-232-016), a vacant lot located at 400 Block North N Street. The proposed buyer is All Valley Housing Services, Inc. The proposed purchase price is equivalent to the property's value and listed price of \$28,000.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-232-016 Property #9 for the amount of \$28,000 to All Valley Housing Services, Inc.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 10, 2017

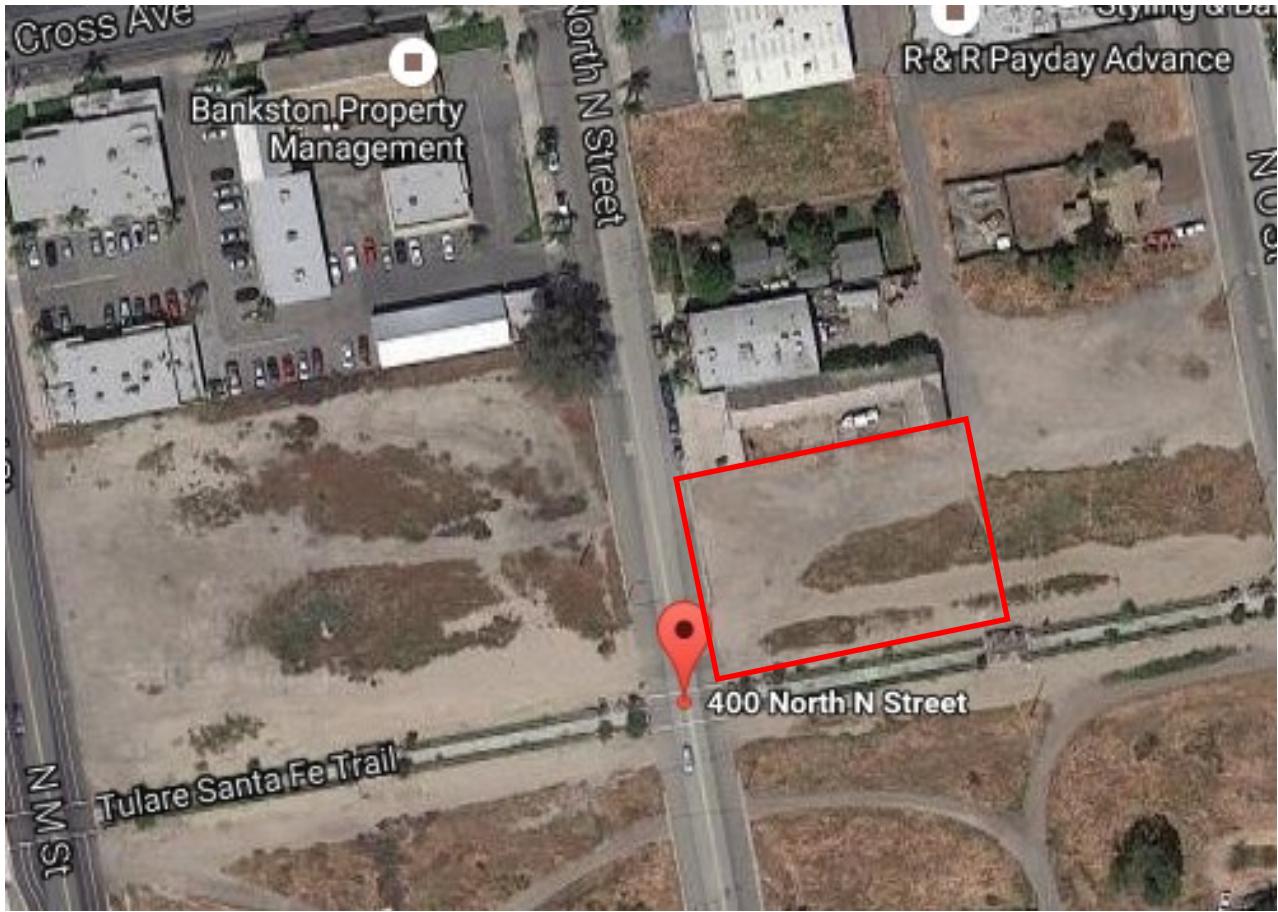
**City Manager Approval:** \_\_\_\_\_

**Property #9**

APN: 170-232-016-000

Address: 400 Block North N Street

Zone: C-2 Professional Office Size: 12,645 square feet



**Site Information**

Property is currently vacant.

**Notes**

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:**     **General Services**

**For Council Meeting of:** **February 21, 2017**

**Documents Attached:**    **Ordinance**    **Resolution**    **Staff Report**    **Other**    **None**

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***AGENDA ITEM:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-241-011 Property #12 for the amount of \$45,000 to All Valley Housing Services, Inc.

***IS PUBLIC HEARING REQUIRED:***    **Yes**      **No**

***BACKGROUND/EXPLANATION:***

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 8, 2017, the office of Craig Smith presented an offer for Property #12 (APN 170-241-011), a vacant lot located at 300 Block North M Street. The proposed buyer is All Valley Housing Services, Inc. The proposed purchase price is equivalent to the property's valued and listed price of \$45,000.

***STAFF RECOMMENDATION:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-241-011 Property #12 for the amount of \$45,000 to All Valley Housing Services, Inc.

***CITY ATTORNEY REVIEW/COMMENTS:***    **Yes**      **N/A**

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

**Submitted by:**   Steve Bonville

**Title:**   General Services Director

**Date:**   February 9, 2017

**City Manager Approval:** \_\_\_\_\_

**Property #12**

APN: 170-241-011-000

Address: 300 Block North M Street

Zone: C-2 Retail Commercial    Size: 22,500 square feet



**Site Information**

Property is currently vacant.

**Notes**

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:**     **General Services**

**For Council Meeting of:** **February 21, 2017**

**Documents Attached:**    **Ordinance**    **Resolution**    **Staff Report**    **Other**    **None**

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**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-241-012 Property #13 for the amount of \$45,000 to All Valley Housing Services, Inc.

**IS PUBLIC HEARING REQUIRED:**    **Yes**      **No**

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 8, 2017, the office of Craig Smith presented an offer for Property #13 (APN 170-241-012), a vacant lot located at 300 Block North N Street. The proposed buyer is All Valley Housing Services, Inc. The proposed purchase price is equivalent to the property's valued and listed price of \$45,000.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-241-012 Property #13 for the amount of \$45,000 to All Valley Housing Services, Inc.

**CITY ATTORNEY REVIEW/COMMENTS:**    **Yes**      **N/A**

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

**Submitted by:**   Steve Bonville

**Title:**   General Services Director

**Date:**   February 9, 2017

**City Manager Approval:** \_\_\_\_\_



**Property #13**

APN: 170-241-012-000

Address: 300 Block North N Street

Zone: C-2 Retail Commercial Size: 22,500 square feet



**Site Information**

Property is currently vacant.

**Notes**

<b>AGENDA ITEM:</b>
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**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** General Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-242-016 Property #14 for the amount of \$41,250 to All Valley Housing Services, Inc.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 8, 2017, the office of Craig Smith presented an offer for Property #14 (APN 170-242-016), a vacant lot located at 300 Block North N Street. The proposed buyer is All Valley Housing Service, Inc. The proposed purchase price is equivalent to the property's valued and listed price of \$41,250.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-242-016 Property #14 for the amount of \$41,250 to All Valley Housing Services, Inc.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 9, 2017

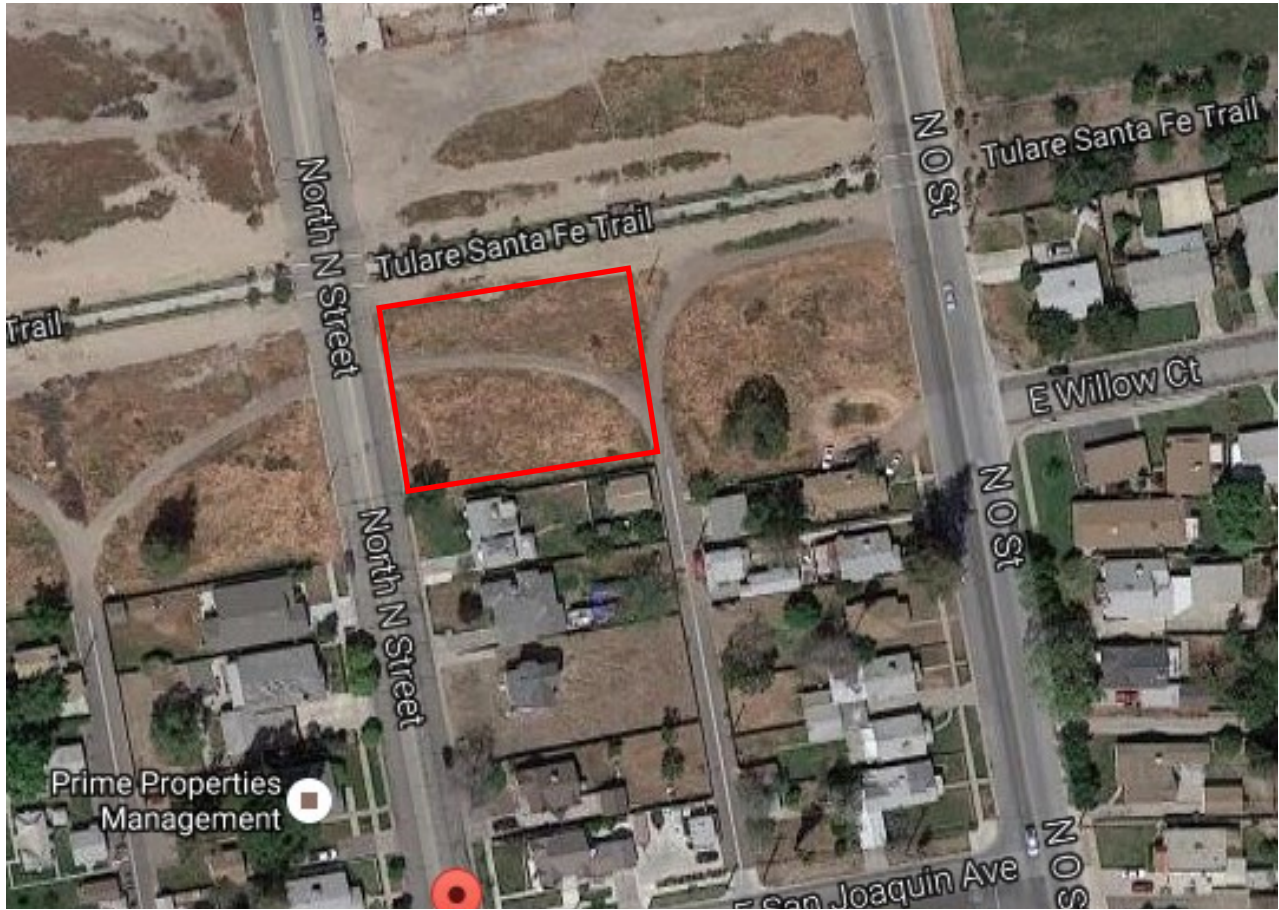
**City Manager Approval:** \_\_\_\_\_

**Property #14**

APN: 170-242-016-000

Address: 300 Block North N Street

Zone: C-2 Retail Commercial Size: 18,718 square feet



**Site Information**

Property is currently vacant.

**Notes**



**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:**     **General Services**

**For Council Meeting of:** **February 21, 2017**

**Documents Attached:**    **Ordinance**    **Resolution**    **Staff Report**    **Other**    **None**

---

***AGENDA ITEM:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-242-017 Property #15 for the amount of \$41,250 to All Valley Housing Services, Inc.

***IS PUBLIC HEARING REQUIRED:***    **Yes**      **No**

***BACKGROUND/EXPLANATION:***

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 8, 2017, the office of Craig Smith presented an offer for Property #15 (APN 170-242-017), a vacant lot located at 300 Block North O Street. The proposed buyer is All Valley Housing Service, Inc. The proposed purchase price is equivalent to the property's valued and listed price of \$41,250.

***STAFF RECOMMENDATION:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-242-017 Property #15 for the amount of \$41,250 to All Valley Housing Services, Inc.

***CITY ATTORNEY REVIEW/COMMENTS:***    **Yes**      **N/A**

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

**Submitted by:**   Steve Bonville

**Title:**   General Services Director

**Date:**   February 9, 2017

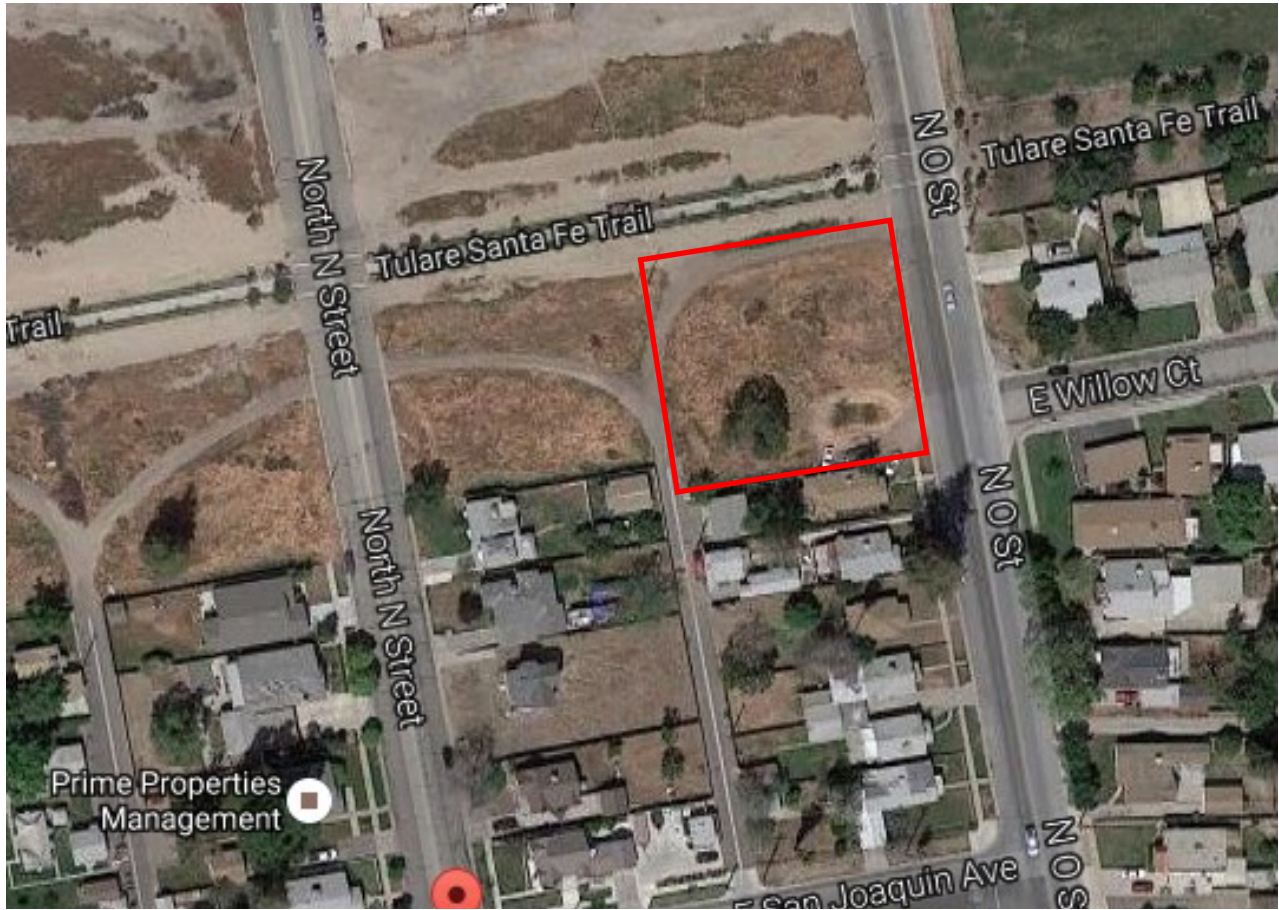
**City Manager Approval:** \_\_\_\_\_

**Property #15**

APN: 170-242-017-000

Address: 300 Block North O Street

Zone: C-2 Retail Commercial    Size: 22,532 square feet



**Site Information**

Property is currently vacant.

**Notes**

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:**     **General Services**

**For Council Meeting of:** **February 21, 2017**

**Documents Attached:**    **Ordinance**    **Resolution**    **Staff Report**    **Other**    **None**

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**AGENDA ITEM:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-263-002, Property #19 for the amount of \$10,500 to Teofilo Tomas Lazcano Castillo.

**IS PUBLIC HEARING REQUIRED:**    **Yes**      **No**

**BACKGROUND/EXPLANATION:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 9, 2017, the office of Troy Guy presented three offers for Property #19 (APN 170-263-002), a vacant lot located at 424 North K Street. The offers presented are as follows: David Safina with \$9,000, Rodrigo Ramirez and wife with \$10,000, and Teofilo Tomas Lazcano Castillo with \$10,500. The property's valued and listed price was \$9,000.

**STAFF RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 170-263-002, Property #19 for the amount of \$10,500 to Teofilo Tomas Lazcano Castillo.

**CITY ATTORNEY REVIEW/COMMENTS:**    **Yes**      **N/A**

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

**Submitted by:**   Steve Bonville

**Title:**   General Services Director

**Date:**   February 10, 2017

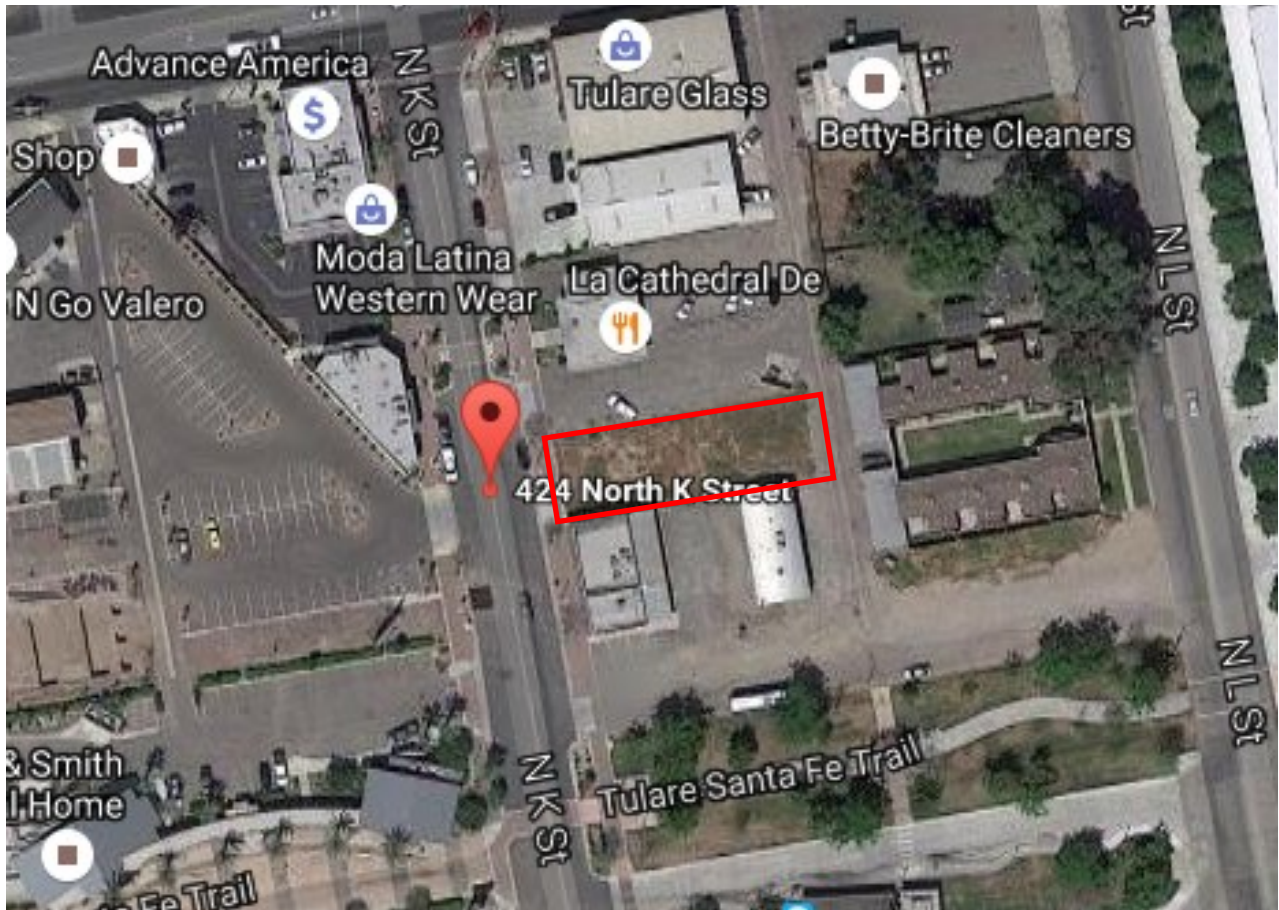
**City Manager Approval:** \_\_\_\_\_

**Property #19**

APN: 170-263-002-000

Address: 424 North K Street

Zone: C-3 Retail Commercial    Size: 7,500 square feet



**Site Information**

Property is currently vacant.

**Notes**

<b>AGENDA ITEM:</b>
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**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department: General Services**

**For Council Meeting of: February 21, 2017**

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency ("Oversight Board") for purchase of Assessor Parcel Number ("APN") 176-031-001, Property #21 for the amount of \$22,900 to Laura Sanchez De Zaragosa.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 13, 2017, the office of Troy Guy presented an offer for Property #21 (APN 176-031-001), a vacant lot located at 335 South J Street. The proposed buyer is Laura Sanchez De Zaragosa. The proposed purchase price is equivalent to the property's valued and listed price of \$22,900.

***STAFF RECOMMENDATION:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 176-031-001, Property #21 for the amount of \$22,900 to Laura Sanchez De Zaragosa.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**Submitted by:** Steve Bonville

**Title:** General Services Director

**Date:** February 16, 2017

**City Manager Approval:** \_\_\_\_\_



**Property #21**

APN: 176-031-001-000

Address: 335 South J Street

Zone: C-4 Service Commercial Size: 11,742 square feet



**Site Information**

Property is currently vacant.

**Notes**

**AGENDA ITEM:**

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:**     **General Services**

**For Council Meeting of:** **February 21, 2017**

**Documents Attached:**    **Ordinance**    **Resolution**    **Staff Report**    **Other**    **None**

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***AGENDA ITEM:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 181-050-043, Property #25 for the amount of \$25,000 to Ron Vander Weerd.

***IS PUBLIC HEARING REQUIRED:***    **Yes**      **No**

***BACKGROUND/EXPLANATION:***

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107 (collectively, "Dissolution Law"), codified in the California Health & Safety Code requires successor agencies to prepare a Long Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former Redevelopment Agency. The Successor Agency to the Tulare Redevelopment Agency ("Successor Agency") prepared a revised LRPMP, which was approved by the Oversight Board on September 23, 2015 and by the California Department of Finance ("DOF") on December 31, 2015.

The Successor Agency retained three local brokers to value, market and submit offers on the LRPMP properties, as well as RSG Inc. to coordinate the disposition process. The three brokers are Adrian Herrera, Craig Smith, and Troy Guy. On December 13, 2016, RSG presented an overview of the properties and the unique requirements imposed by the Dissolution Law. The three local brokers subsequently divided the properties among themselves to sell on an exclusive-agency basis.

On February 7, 2017, the office of Craig Smith presented an offer for Property #25 (APN 181-050-043), a vacant residential lot located at 510 East Almond. The proposed buyer is Ron Vander Weerd. The proposed purchase price is equivalent to the property's valued and listed price of \$25,000.

***STAFF RECOMMENDATION:***

Recommend a purchase offer to the Oversight Board of the Successor Agency to the Tulare Redevelopment Agency for purchase of Assessor Parcel Number ("APN") 181-050-043, Property #25 for the amount of \$25,000 to Ron Vander Weerd.

***CITY ATTORNEY REVIEW/COMMENTS:***    **Yes**      **N/A**

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

**Submitted by:**   Steve Bonville

**Title:**   General Services Director

**Date:**   February 8, 2017

**City Manager Approval:** \_\_\_\_\_



## Property #25

APN: 181-050-043-000

Address: 510 E Almond Court

Zone: M-1 Light Industrial      Size: 15,065 square feet



### Site Information

Property is currently vacant.

### Notes

<b>AGENDA ITEM:</b>
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**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Community Development – Development Services

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Public hearing to **adopt Resolution 17-\_\_\_** approving a Mitigated Negative Declaration for Zone Amendment No. 710 and General Plan Amendment No. 2015-14; **adopt Resolution 17-\_\_\_** approving General Plan Amendment No. 2015-14; and **pass-to-print Ordinance 17-\_\_\_** amending the zoning from Single Family Residential (R-1-7) to Retail Commercial (C-3) on 4.74 acres of vacant property located at the southwest corner of Cartmill and SR 99. (APN: 166-240-008).

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

On November 28, 2016, the Tulare City Planning Commission voted 3-3 (Chairman Killion recusal) to recommend approval of a General Plan Amendment to amend the General Plan from Low Density Residential to Community Commercial and to amend the Zoning from Single Family Residential (R-1-7) to Retail Commercial (C-3) on 4.74 acres of vacant property located at the southwest corner of Cartmill and SR 99. The motion for approval was defeated under a tie vote. Additionally, the Tulare City Planning Commission voted 4-2 (Chairman Killion recusal) to deny Conditional Use Permit No. 2015-13.

Applicant, Monterey Dynasty, LLC filed a timely appeal from Planning Commission's decision. On January 17, 2017, following review and discussion of the issues on appeal, the City Council voted 4-0 to **uphold** the appeal of Applicant which resulted in the approval of the Mitigated Negative Declaration for the project; the approval of the General Plan Amendment No. 2015-14; approval of Zone Amendment No. 710, and the approval of Conditional Use Permit No. 2015-14.

The actions requested of City Council at this time are procedural in nature to finalize the approval of the project.

**STAFF RECOMMENDATION:**

1. **Adopt Resolution 17-\_\_\_** approving a Mitigated Negative Declaration for Zone Amendment No. 710 and General Plan Amendment No. 2015-14; and,
2. **Adopt Resolution 17-\_\_\_** approving General Plan Amendment No. 2015-14; and,

3. **Pass-to-print Ordinance 17-xx** amending the zoning from Single Family Residential (R-1-7) to Retail Commercial (C-3) on 4.74 acres of vacant property located at the southwest corner of Cartmill and SR 99. (APN: 166-240-008)

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes    **N/A**

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Traci Myers

**Title:** Community Development Deputy Director

**Date:** February 13, 2017

**City Manager Approval:** \_\_\_\_\_

**RESOLUTION 17-\_\_\_\_\_**

**A RESOLUTION OF THE TULARE CITY COUNCIL ADOPTING A MITIGATED  
NEGATIVE DECLARATION FOR GENERAL PLAN NO. 2015-14 ZONE  
AMENDMENT NO. 710**

**WHEREAS**, the Tulare City Council at a regular meeting held on January 17, 2017 considered the appeal of Applicant Monterey Dynasty, LLC to Planning Commission's denial of General Plan No. 2015-14 and Zone Amendment No. 710; and

**WHEREAS**, the Tulare City Council voted 4-0 to **uphold** the appeal of Applicant which resulted in the approval of General Plan No. 2015-14 and Zone Amendment No. 710; and,

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

**WHEREAS**, the Tulare City Council 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; and,

**WHEREAS**, the Tulare City Council determined that the proposed Mitigated Negative Declaration reflects the independent judgment of the lead agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Tulare City Council adopts a Mitigated Negative Declaration for General Plan No. 2015-14 and Zone Amendment No. 710.

**Mitigated Negative Declaration is attached hereto and incorporated herein as fully set forth.**

**PASSED, ADOPTED AND APPROVED** this 21<sup>st</sup> day of February, 2017.

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President of the Council and Ex-Officio Mayor  
of the City of Tulare

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-\_\_\_\_ passed and adopted by the Council of the City of Tulare at a regular meeting held on February 21, 2017, by the following vote:

Aye(s) \_\_\_\_\_

Noe(s) \_\_\_\_\_ Abstention(s)\_\_\_\_\_.

Dated: JOSEPH V. CARLINI, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk

**RESOLUTION 17-\_\_\_\_\_**

**A RESOLUTION OF THE TULARE CITY COUNCIL RECOMMENDING  
ADOPTION OF GENERAL PLAN AMENDMENT NO. 2015-14**

**WHEREAS**, the Tulare City Council at a regular meeting held on January 17, 2017 considered the appeal of Applicant Monterey Dynasty, LLC to Planning Commission's denial of General Plan Amendment No. 2015-14; and

**WHEREAS**, the Tulare City Council voted 4-0 to **uphold** the appeal of Applicant which resulted in the approval of General Plan Amendment No. 2015-14; and,

**WHEREAS**, the Tulare City Council determined that the proposed amendment is in the public interest; and,

**WHEREAS**, the Tulare City Council determined that the proposed amendment is consistent and compatible with the General Plan and implementation programs which may be affected; and,

**WHEREAS**, the Tulare City Council determined that the proposed amendment impacts have been adequately assessed and been determined not to be detrimental to public, health, safety or welfare; and,

**WHEREAS**, the Tulare City Council determined that the proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and California Environmental Quality Act of 1970, as amended (CEQA); and

**NOW, THEREFORE, BE IT RESOLVED** by the Tulare City Council that General Plan Amendment No. 2015-14 be adopted and will be reflected on the General Plan Land Use Map.

**PASSED, ADOPTED AND APPROVED** this 21<sup>st</sup> day of February, 2017.

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President of the Council and Ex-Officio  
Mayor of the City of Tulare

ATTEST:

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

I, Joseph V. Carlini, Interim City Clerk of the City of Tulare, certify the foregoing is the full and true Resolution 17-\_\_\_\_ passed and adopted by the Council of the City of Tulare at a regular meeting held on February 21, 2017, by the following vote:

Aye(s) \_\_\_\_\_

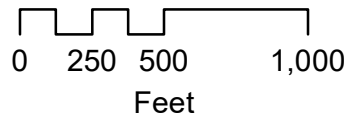
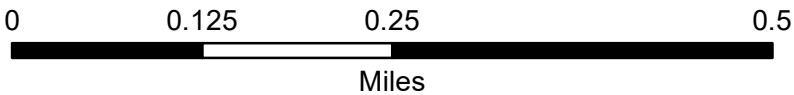
Noe(s) \_\_\_\_\_ Abstention(s)\_\_\_\_\_.

Dated: JOSEPH V. CARLINI, INTERIM CITY CLERK

By Roxanne Yoder, Chief Deputy City Clerk



**EASTGATE HOTEL  
GENERAL PLAN AMENDMENT 2015-01  
ZONE AMENDMENT 710  
CONDITIONAL USE PERMIT 2015-13**





ORDINANCE 17- \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF TULARE AMENDING  
THE ZONING MAP OF THE CITY BEING A PART OF THE  
SECTION 10.04.04 OF SAID CODE  
ZONE AMENDMENT 710**

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

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

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

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

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TULARE AS  
FOLLOWS**, to wit:

**SECTION 1:** The Zoning Map of the City of Tulare as referred to in Section 10.24.05 of the City Code of the City of Tulare, and as enacted, being made a part of the Zoning title of said Code in Section 10.04.04; thereof, a property portion of said map, being attached hereto, is hereby amended as follows:

REZONING property from R-1-7 (SFR, 7,000 sf lot minimum) to C-3 (Retail Commercial) on 4.74 acres of property located at the southwest corner of Cartmill Avenue and 99 with access along M Street. (166-240-008)

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

**SECTION 3:** This Ordinance shall be in full force and effect thirty (30) days from and after its passage, adoption and approval.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
President of the council and Ex-Officio  
Mayor of the City of Tulare

ATTEST:

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

**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** Tulare Police Department

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

**AGENDA ITEM:**

Review and discussion of the City of Tulare Police Department's (Department) internal policy regarding immigration enforcement.

**IS PUBLIC HEARING REQUIRED:** Yes  No

**BACKGROUND/EXPLANATION:**

Council member Sigala and the Department have been contacted by residents advising of growing concerns in the community regarding potential changes in immigration enforcement. It is vital that residents of the City of Tulare feel safe and secure in the community, and they feel that they can look to the police department for help when needed. Local enforcement of immigration laws would irreparably damage trust and cooperation in the community vital to effective policing.

On February 9, 2017, the Tulare County Chief's Association met to discuss this topic in depth. Following these discussions, the group concurred and was in full agreement with the City of Tulare's longstanding department operating procedure regarding immigration enforcement as noted below:

*"The Tulare Police Department in all cases where contacted by a local, state, or federal law enforcement agency, regarding the service of a criminal arrest warrant or the arrest or detention of subjects wanted in connection to criminal activity; will assist the agency requesting, without regard to immigration status.*

*The Tulare Police Department does not engage in immigration enforcement. The police department does not ask questions regarding immigration status on any contacts including but not limited to, citizen contacts, traffic stops, investigations, or arrests.*

*The Tulare Police Department will not participate in any "immigration raid" or similar activity where the sole purpose of such activity is to target noncriminal individuals based on immigration status, or the deportation of noncriminal persons."*

**STAFF RECOMMENDATION:**

Review and discuss.

**CITY ATTORNEY REVIEW:** N/A

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

**Submitted by:** Wes Hensley

**Title:** Chief of Police

**Date:** 02/13/2017

**City Manager Approval:** \_\_\_\_\_

**AGENDA ITEM:**

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

**Submitting Department:** City Manager's Office

**For Council Meeting of:** February 7, 2017

**Documents Attached:** Ordinance Resolution Staff Report Other None

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**AGENDA ITEM:**

Review, discussion and direction to staff regarding the appointment of members to City of Tulare Boards, Commissions and Committees.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**SUMMARY:**

Provide for review and discussion by the Tulare City Council concerning the appointment of members to Board, Commissions and Committees and provide direction to staff related thereto.

**TERMINOLOGY/DEFINITIONS:**

**BOARD** - A group of persons having managerial, supervisory, or advisory powers or function. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly with the Board having greater autonomy and authority.

**COMMISSION** - A group of people officially authorized to perform certain duties or functions vested with certain powers or authority.

**COMMITTEE** - A group of people officially delegated to perform a function, such as investigating, considering, reporting, or acting on a matter.

**BACKGROUND:**

The Tulare City Council (Council) has the following Boards, Commissions and/or Committees, which serve in advisory capacities to the Legislative Body, and should not become involved in the administrative or operational matters of City Departments, unless specifically provided for in their prescribed powers and duties:

Aviation Committee  
Board of Public Utilities (Charter)  
Committee on Aging  
Housing/Building Appeals Board

Library Board (Charter)  
Parks & Recreation Commission (Ord.)  
Planning Commission (State/Charter)  
Police Review Board (Ord.)

Members typically serve four year terms, expiring December 31<sup>st</sup> of the 4<sup>th</sup> year, unless a resignation or a removal has taken place. Appointments made to fill an unexpired term of less than two years is not considered a full term; accordingly a term of more than two years is considered a full term. Terms are adjusted to stagger, so that not all terms expire in any one year.

The members for all Boards, Commissions and Committees shall be appointed, confirmed or removed consistent with the City Charter, City Municipal Code, Council Handbook or State Statutes when applicable.

### **QUALIFICATIONS, COMPOSITIONS, NUMBER**

Unless stated otherwise in an Advisory Body's By-Laws or by statute, or provided for by the Council, City Charter or Code, all Members shall maintain their principal place of residence or business within the sphere of influence of the City of Tulare at the time of their appointment and throughout the term of service. Current members of any other City Board, Commission or Committee are disqualified for membership if there is a direct conflict between the bodies. Members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.

If at any time during their term any member shall cease to maintain their principal place of residence or business within the City's sphere of influence, then such person shall become ineligible to continue to serve as a member of the Board, Commission & Committee and said position shall be declared vacant by the City Council. No Board, Commission & Committee member shall hold any paid office or employment in the City Government, unless stated otherwise in their bylaws.

### **Board of Public Utilities**

The *Board of Public Utilities* is established by the City's Charter. Section 52 of said Charter provides for the appointment of five members by the Mayor and confirmed by majority of the Council. The current process of receiving applications for consideration by the Council following interviews has maintained the spirit of this section; however, any deviation from this process may require a Charter Amendment.

### **Planning Commission**

Government Code §65101(a) allows cities and counties to establish Planning Commissions and provide for planning, subdivision and land use regulation. The City of Tulare's *Planning Commission* is established by City Charter Section 48, "There shall be a City Planning Commission established, governed and maintained under and pursuant to the provisions of the general laws of the state." The Planning Commission is a seven member body. The selection and appointment process is outlined in the Board, Commission, and Committee Handbook and may be amended at the Council's discretion.

### **Parks & Recreation Commission**

City of Tulare Municipal Code Title 2, Chapter 2.04., Section 2.04.010, establishes the *Parks and Recreation Commission*, a seven member body, that serves to advise the Council regarding policies for the acquisition, development, maintenance and improve-

ment of park facilities, formulate and recommend fee schedules, policies, rules and regulations for park sites and other recreation facilities, recommend programs, support the City's street tree plan, as well as educational and informational programs. The selection and appointment process is outlined in the Board, Commission, and Committee Handbook and may be amended at the Council's discretion.

The Aviation Committee, Committee on Aging, Housing and Building Appeals Board and Library Board are all five member bodies, their selection and appointment process is outlined in the Board, Commission, and Committee Handbook and may be amended at the Council's discretion.

### ***Current Process***

Applications are accepted on a continuous basis. If a term is expiring or a vacancy has occurred, staff will publish a notice to that effect in the local paper and post on the City Hall kiosk advising of expiring or vacated terms. Incumbents may seek reappointment and may be considered along with any potential new applicant. Interviews are conducted at an open and public meeting and reappointments/appointments are by majority vote of the Council following these interviews.

Compliance with Government Code §54970-54974 (Maddy Act) on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commission, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. This list contains information on all appointive terms expiring in the next calendar year, name of incumbent, date of appointment, date term expires and qualifications for the position; in addition to listing all of the City's boards, commissions, and committees who serve at the pleasure of the legislative body and those necessary qualifications. The Maddy Act also sets forth the specific special notice process that is followed for unscheduled vacancies, which includes final appointment to the vacancy not being made for at least 10 working days after the posting of the notice by the Clerk's Office.

### ***Review of Process***

The Council desires to review and discuss the current appointment process for consideration of appointment similar to that of the PRB or by district. Staff notes recruitment of applicants for these volunteer positions have been difficult over the last 10 years, due to lack of interest or time of potential applicants, tenure of existing members discouraging applications, or the appointment process itself. Consideration of a "by seat" appointment, rather than by district, will allow each Council Member to select the ideal candidate of their choice community-wide, potentially creating renewed interest from the community in serving on one of the Boards, Commissions or Committees.

Implementation of a "by seat" appointment process may be done through attrition as incumbents term out or by other means deemed appropriate by the Council. Council may assign numbers to each of the respective seats and draw accordingly to determine which Council Member would have each of the respective seats to appoint and any ad-





## 2017 BOARDS, COMMISSIONS, COMMITTEES TERM EXPIRATIONS

<u>Board/Member</u>	<u>First Appointed</u>	<u>Term Expires</u>
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The Parks and Recreation Commission is a seven member advisory board appointed by the City Council to act on matters of recreational importance to all segments of the community, including recreational programs, facilities and park development. Members serve a four year term and meet on the second Tuesday of the month, at 6:30 a.m., at the Claude Meitzenheimer Community Center on Blackstone Street.

### **Parks & Recreation Commission**

Dennis Beck	08/05/98	12/31/17
Mike Jamaica	12/03/96	12/31/17
Craig Hancock	06/07/05	12/31/17

The seven member Planning Commission is responsible for considering and making decisions regarding land use, planning and zoning in accordance with the scope of city ordinances and state planning laws. A wide variety of issues are addressed including subdivisions, annexations, design review, zoning and environmental impact assessments. Commission Members serve a four year term and are appointed by the City Council. The Planning Commission meets on the second and fourth Monday of each month, at 7:00 p.m., in the City Council Chambers at 491 North M Street.

### **Planning Commission**

Jeff Killion	04/04/89	12/31/17
Linda Crase	11/17/09	12/31/17
Sandra Miller	6/20/06	12/31/17

The Tulare Aviation Committee, a five member advisory board appointed by the City Council, is charged with the responsibility of making recommendations to the Council and staff in all areas related to city airport use, improvements and development of Meford Field. Regular meetings of the Committee are held on the fourth Monday of the month at 6:00 p.m. at City Hall. Members serve a four year term.

### **Aviation Committee**

Lee Brehm	12/20/11	12/31/17
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## **GENERAL INFORMATION**

City Council appointees to boards and commissions must reside or own a business within the sphere of influence. If you would like to apply for appointment to any of the boards or committees described in this pamphlet, you must complete a candidate application form and return it to the City Clerk's Office. When a vacancy occurs on any of the boards you have indicated an interest in, the City Council will conduct interviews of all candidates on file prior to making a selection. Applications are kept on file for a period of two years from the date of receipt or until appointment, whichever occurs first.

Because the Council recognizes that the time of its citizen volunteers is very valuable, a policy has been adopted regarding attendance requirements for all Council appointed members of boards, commissions and committees. Members who are absent from three consecutive regular meetings or 50% or more of all meetings within any consecutive twelve month period will be automatically removed from the committee upon which they are serving, unless the Council determines there was good cause to excuse those absences. By adopting this policy, the Council hopes to eliminate problems with meetings that cannot be held because of a "lack of a quorum". For more information regarding this policy, please contact the City Clerk's Office.

Aviation Committee  
Board of Public Utilities  
Committee on Aging  
Housing/Building Appeals Board

Library Board  
Parks & Recreation Commission  
Planning Commission  
Police Review Board



**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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***AGENDA ITEM:***

Consideration of a request to schedule a joint meeting of the City Council, Board of Public Utilities (BPU), Planning Commission and staff to serve as a needs assessment and brain storming session with regard to business development.

***IS PUBLIC HEARING REQUIRED:***  Yes  No

***BACKGROUND/EXPLANATION:***

Council Member Nunley has requested a joint meeting of the City Council, Board of Public Utilities, Planning Commission, City of Tulare Planning, Building, Engineering, Economic Development and Project Management staff and Department Heads. This meeting would be open to local developers, contractors, real estate brokers/agents and land owners to serve as a needs assessment and brain storming session for process improvement within these departments to help business development progress within the community thereby improving the City's economic forecast.

***STAFF RECOMMENDATION:***

Consideration of a request to schedule a joint meeting of the City Council, Board of Public Utilities (BPU), Planning Commission and staff to serve as a needs assessment and brain storming session with regard to business development.

***CITY ATTORNEY REVIEW/COMMENTS:***  Yes  N/A

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

***FUNDING SOURCE/ACCOUNT NUMBER:***

**Submitted by:** Joe Carlini

**Title:** Interim City Manager

**Date:** 2/9/17

**City Manager Approval:** \_\_\_\_\_

<b>AGENDA ITEM:</b>
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**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager

**For Council Meeting of:** February 21, 2017

**Documents Attached:** Ordinance Resolution Staff Report Other None

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**AGENDA ITEM:**

Receive update on AB 2 Community Revitalization and Investment Authorities and provide direction to staff.

**IS PUBLIC HEARING REQUIRED:**  Yes  No

**BACKGROUND/EXPLANATION:**

Community Revitalization and Investment Authorities (CRIA), was enacted into law by AB 2 (Alejo and E. Garcia, Chapter 319, Statutes of 2015), which authorized the revitalization of disadvantaged communities through planning and financing infrastructure improvements and upgrades; economic development activities; and affordable housing via tax increment financing based, in part, on the former community redevelopment law. AB 2492<sup>1</sup> (Alejo and E. Garcia), Chapter 524, Statutes of 2016, made several additional improvements to CRIA law.

**Three Possible Locations:**

A Community Revitalization and Investment Authority (CRIA) can be created in the following three locations:

1. Areas where not less than 80% of the land contains any combination of census tracts or census block groups, which meet both of these conditions: (i) an annual median household income that is less than 80% of the statewide, citywide or countywide annual median income; and (ii) three of the four following conditions:
  - An unemployment rate at least 3 percentage points higher than the statewide average annual unemployment rate median, as defined by the labor market report published by the California Employment Development Department in March of the year in which the community revitalization plan is prepared. (*In determining the unemployment rate within the community revitalization and investment area, an authority may use unemployment data from the periodic American Community Survey published by the United States Census Bureau.*)
  - Crime rates, as documented by records maintained by the law enforcement agency that has jurisdiction in the proposed plan area for violent or property crime offenses, at least 5 percent higher than statewide average crime rate for violent or property crime offenses, as defined by the Criminal Justice Statistics

Center within the Department of Justice, when data is available on the Attorney General's Internet Web site. (*The crime rate shall be calculated by taking the local crime incidents for violent or property crimes, or any offense within those categories, for the most recent calendar year for which the Department of Justice maintains data, divided by the total population of the proposed plan area, multiplied by 100,000. If the local crime rate for the proposed plan area exceeds the statewide average rate for either violent or property crime, or any offense within these categories, by more than 5 percent, then this condition shall be met.*)

- Deteriorated or inadequate infrastructure, and
  - Deteriorated commercial or residential structures.<sup>2</sup>
2. A former military base that is principally characterized by deteriorated or inadequate infrastructure or structures.
  3. Census tracts or census block groups, as defined by the United States Census Bureau, within the area are situated within a disadvantaged community as identified by the California Environmental Protection Agency (EPA).

#### **CRIA: Powers and Duties**

A CRIA is a public agency separate from the city, county, or city and county that created it; and deemed to be an "agency" for purposes of receiving property tax increment pursuant to Article XVI, section 16(b) of the Constitution. Any taxing entity within the Area (except for a school district) may choose to allocate some or all its share of tax increment funds to the CRIA. The CRIA may issue bonds backed by property tax increment revenues.<sup>3</sup>

A CRIA's key powers and duties mirror those of the former redevelopment agencies and consist of the following:

- Adopt community revitalization and investment plan<sup>4</sup>
- Provide funding for infrastructure
- Provide for affordable housing
- Brownfield remediation and clean-up
- Seismic retrofits of existing buildings
- Acquire and sell property
- Issue bonds
- Borrow funds and make loans
- Receive cap and trade funds designated for disadvantaged communities funds or enter agreements with a qualified community development entity to coordinate the investment of federal New Market Tax Credit Funds.<sup>5</sup>
- Receive funds allocated to it pursuant to a resolution adopted by a city, county, or special district to transfer these funds from:<sup>6</sup>
  - The increased property tax revenues that a city, county, or special district receives from the dissolution of redevelopment agencies (RDAs).

- Property taxes received by a city or county in lieu of former vehicle license fee funds, or
- Funds derived from various assessments that may be imposed by special districts.
- Provide direct assistance to businesses within the plan area (with some exceptions)<sup>7</sup>

### ***Two Ways to be Eligible to Create a CRIA:***

- A city, county, or city and county that has received a Finding of Completion from DOF and whose successor agency has complied with all orders of the Controller may form the CRIA; or
- Any combination of a city, county, city and county, and special district may form a CRIA through a joint powers agreement.<sup>8</sup>

### ***Composition of Governing Body***

- For a CRIA created by a city, county, or city and county: 3 members of the city council or board of supervisors and 2 public members who live or work within the community revitalization and investment area.
- For a CRIA created through a joint powers agreement: majority of the members from the legislative bodies of the public agencies that created the authority and a minimum of two public members who live or work within the area.<sup>9</sup>

### **Required Contents Community Revitalization and Investment Plan (Plan)**

A CRIA must adopt a Plan that guides its revitalization programs and authorizes receipt and expenditure property tax increment revenues. The Plan includes:

- Statement of principal goals and objectives
- Description of the deteriorated or inadequate infrastructure and program for repair and upgrade
- Housing program
- A program to remedy or remove the release of hazardous substances
- A program to provide funding for or otherwise facilitate the economic revitalization of the area
- A fiscal analysis setting forth projected receipt of revenues and expenses over a five-year planning horizon
- Time limits to establishing loans, advances and indebtedness and fulfilling all the authority's housing obligations.<sup>10</sup>

### ***Robust Procedure for Plan Adoption:***

The Plan must be adopted over a series of three public hearings, held at least 30 days apart. The final version of the plan is subject to written and oral protests. Proceedings to adopt the plan must terminate if there is a majority protest (over 50% of the combined number of property owners and residents in the area). An election on whether to adopt the plan must be called if between 25% and 50% of the combined number of property owners and residents file a protest.<sup>11</sup>

### ***Ongoing Accountability: 10-year Check-In with Property Owners and Residents***

An annual report and annual independent financial audit is required.<sup>12</sup> Every ten years the CRIA must conduct a protest proceeding to consider property owners and residents' protests against the continuing work of the Authority. A majority protest means no additional work can be undertaken pursuant to the plan, but the authority can complete projects underway, repay existing indebtedness, and fulfill existing housing obligations. If between 25 and 50 percent protest, then an election is called to determine whether the CRIA should continue with its work.

### **Key Similarities and Differences:**

#### ***Community Revitalization and Investment Authority (CRIA) vs. Enhanced Infrastructure Financing District (EIFD)***

In 2014 the Legislature created the **Enhanced Infrastructure Financing District (EIFD)**, SB 628 (Beall), Chapter 785, Statutes of 2014, as a new way to finance public infrastructure, affordable housing and other projects. In 2015, refinements were made through AB 313 (Atkins), Chapter 320, Statutes of 2015. A CRIA and an EIFD have some things in common and are different in other ways.

#### ***CRIA and EIFD: Things in common***

- Both are public entities separate and distinct from the city or county that established them.
- Both can finance a wide-range of public and private projects including the acquisition, construction or rehabilitation of affordable housing
- Creation of each requires finding of completion from DOF and compliance with State Controller's orders
- Authority to use property tax increment to finance facilities and housing with contributions from other taxing entities with their consent
- May receive funds derived from other city, county or special district sources, subject to any conditions those entities may impose on the use of these funds:
  - Property taxes received by a city or county from dissolved redevelopment agencies
  - Property taxes received by a city or county in lieu of former vehicle license fee funds, or
  - Funds derived from various assessments that may be imposed by a special district

#### ***CRIA and EIFD: Things that are different***

- CRIA operates solely within specifically defined areas characterized by quantifiable social and economic deterioration, census tracts within Cal- EPA designated disadvantaged communities or a former military base; EIFD can be used for a wide range of infrastructure and other development and established anywhere within a city or county
- CRIA is an "agency" for purposes of the tax-increment provisions of the California Constitution used by former redevelopment agencies; EIFD is modeled off of existing Infrastructure Financing District law rather than Community Redevelopment Law

- Adoption of a Plan by CRIA is subject to majority protest; adoption of Plan by EIFD is not.
- Issuance of bonds by CRIA does not require voter approval. Issuance of bonds by an EIFD requires 55% voter approval.
- Different replacement housing obligations are imposed.
- CRIA must dedicate 25% of tax increment revenue on affordable housing; EIFD may provide affordable housing as an option.

***Ongoing Accountability: 10-year Check-In with Property Owners and Residents***

An annual report and annual independent financial audit is required.<sup>12</sup> Every ten years the CRIA must conduct a protest proceeding to consider property owners and residents' protests against the continuing work of the Authority. A majority protest means no additional work can be undertaken pursuant to the plan, but the authority can complete projects underway, repay existing indebtedness, and fulfill existing housing obligations. If between 25 and 50 percent protest, then an election is called to determine whether the CRIA should continue with its work.

**Affordable Housing: 25% Requirement**

The following affordable housing requirements apply to a CRIA:

- 25% of property tax increment revenues must be used to increase, improve and preserve the community's supply of low and moderate income families.
- CRIA affordable housing programs are entitled to receive a priority, after housing successor agencies, for assistance in housing programs administered by the California Housing Finance Agency, the Department of Housing and Community Development and other state agencies and departments, if those agencies determine that the housing is otherwise eligible for assistance under a particular program.<sup>13</sup>
- The CRIA may transfer its housing responsibilities to the housing authority if it determines that combining funding streams will reduce administrative costs or expedites the construction of affordable housing.<sup>14</sup>
- Every five years beginning in the year in which the CRIA is allocated a cumulative total of more than \$1,000,000 in tax increment revenues, an independent audit is required to determine compliance with affordable housing requirements.
- All housing assisted with property tax increment funds must remain affordable for 55 years for rental units and 45 years for owner-occupied units.
- Housing funds must be spent proportionally on low, very low, and moderate income housing.<sup>15</sup>

**Affordable Housing: Replacement and Relocation**

- Replacement of housing destroyed or removed within 2 years of destruction or removal<sup>16</sup>
- Number of housing units occupied by extremely low, very low, and low-income households at the time the plan is adopted may not be reduced during the effective period of the plan
- Relocation in compliance with state relocation law<sup>17</sup>

## **Property acquisition**

CRIA may acquire property through all of the commonly-used methods including, purchasing, leasing, accepting a conveyance from a public or private entity, and acquiring property via eminent domain.<sup>18</sup>

### **Key Similarities and Differences:**

**Community Revitalization and Investment Authority (CRIA) vs. Enhanced Infrastructure Financing District (EIFD):** In 2014 the Legislature created the **Enhanced Infrastructure Financing District (EIFD)**, SB 628 (Beall), Chapter 785, Statutes of 2014, as a new way to finance public infrastructure, affordable housing and other projects. In 2015, refinements were made through AB 313 (Atkins), Chapter 320, Statutes of 2015. A CRIA and an EIFD have some things in common and are different in other ways.

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- Different replacement housing obligations are imposed.

- CRIA must dedicate 25% of tax increment revenue on affordable housing; EIFD may provide affordable housing as an option.

**STAFF RECOMMENDATION:**

Receive update on AB 2 Community Revitalization and Investment Authorities and provide direction to staff.

**CITY ATTORNEY REVIEW/COMMENTS:**  Yes  N/A

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

**FUNDING SOURCE/ACCOUNT NUMBER:**

**Submitted by:** Joe Carlini **Title:** Interim City Manager

**Date:** 2/13/17 **City Manager Approval:** \_\_\_\_\_

Referenced Citations:

<sup>1</sup> AB 2 took effect on January 1, 2016; AB 2492 takes effect January 1, 2017.

<sup>2</sup> Section 62001(d), (e)(1).

<sup>3</sup> Section 62005

<sup>4</sup> Section 62002.

<sup>5</sup> 62002(g)(1)

<sup>6</sup> 62002(g)(2)

<sup>7</sup> 62202. As with former redevelopment law, the following types of developments cannot be assisted:

- Auto dealerships located on land not previously developed for urban use.
- Developments generating sales and use taxes on parcels of five acres on land not previously developed for urban use, unless the principal permitted use is an office, hotel, manufacturing or industrial.
- Any gaming establishments.

<sup>8</sup> Government Code 62001(b)(1). A CRIA may not include a school district or a successor agency. All references are to the Government Code.

<sup>9</sup> Section 62001(c)

<sup>10</sup> Section 62003.

<sup>11</sup> Section 62004.

<sup>12</sup> Section 62006.

<sup>13</sup> Section 62104

<sup>14</sup> Section 62100 (a)

<sup>15</sup> Section 62102.

<sup>16</sup> Section 62103

<sup>17</sup> Section 62115

<sup>18</sup> Section 62201



**AGENDA ITEM:**

**CITY OF TULARE  
AGENDA ITEM TRANSMITTAL SHEET**

**Submitting Department:** City Manager

**For Council Meeting of:** February 21, 2017

**Documents Attached:**  Ordinance  Resolution  Staff Report  Other  None

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**AGENDA ITEM:**

Consideration of recognizing International Women’s Month 2017 by each Council District selecting a woman from their district who has had a key impact to the community to be recognized at the March 21, 2017 City Council Meeting.

**IS PUBLIC HEARING REQUIRED:** Yes  No

**BACKGROUND/EXPLANATION:**

International Women's Day, originally called International Working Women's Day, is celebrated on March 8 every year. A variety of celebrations occur all over the world, during the month of March. In different regions the focus of the celebrations ranges from general celebration of respect, appreciation and love toward women for their economic, political and social achievements.

Council Member Sigala requests Council support in selecting women who have had a key impact to the community from their districts to recognize at the meeting of March 21. An honor that would be received by new recipients each year.

If supported Council will notify the City Clerk’s Office who will prepare the certificates for presentation.

**STAFF RECOMMENDATION:**

Consideration of recognizing International Women’s Month 2017 by each Council District selecting a woman from their district who has had a key impact to the community to be recognized at the March 21, 2017 City Council Meeting.

**CITY ATTORNEY REVIEW:** N/A

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

**Submitted by:** Joe Carlini

**Title:** City Manager

**Date:** 02/13/2017

**City Manager Approval:** \_\_\_\_\_