



Gregorio Gomez, Mayor
Paul Boyer, Mayor Pro Tem
Don Rowlett, Council Member
Matt Sisk, Council Member
Leonel Benavides, Council
Member

AGENDA
Farmersville City Council
Regular Meeting
July 25, 2016 - 7:00 p.m.
Meeting held in Civic Center Council Chambers
909 W. Visalia Road Farmersville, California

1. Call To Order
2. Roll Call
3. Invocation
4. Pledge Of Allegiance
5. Public Comment

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu.

Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

6. Public Hearings

- 6.1. 7:00 PM Public Hearing: Landscape Lighting And Maint Districts
City Council to Conduct Public Hearing and Take Public Testimony Regarding Engineer's Reports and Proposed Assessments for 2016-2017 Landscape, Lighting and Maint. Districts Citywide.
For Districts:

Notice is hereby provided that a public hearing to adopt an assessment as current for properties in the following subdivisions, pursuant to the Landscaping and Lighting Act of 1972 will take place on July 27, 2015 at the regular meeting of the Farmersville City Council. The hearing will take place at the Farmersville City Hall, located at 909 W. Visalia Road, Farmersville, CA. The proceedings will begin at 7:00 P.M. Persons interested in favor or opposition to the proposed assessments will be provided an opportunity to comment prior to adoption of proposed assessments. The documentation for the summaries of the assessments, including engineer reports will be available at City Hall during normal business hours, located at 909 W. Visalia Road, Farmersville, CA for 15 days prior to the meeting. Please call (559) 747-0458 for more information.

Sierra Woods Subdivision

- ASSESSMENT DISTRICT NO. 96-02 - Sierra Woods Subdivision Unit No. 1,

Lots 1 through 35 inclusive

- ASSESSMENT DISTRICT NO. 96-03 - Sierra Woods Subdivision Unit No. 2, Lots 36 through 49 and Lots 54 through 68 inclusive
- ASSESSMENT DISTRICT NO. 99-01 - Sierra Woods Subdivision, Unit No. 3, Lots 69 through 91 inclusive
- ASSESSMENT DISTRICT NO. 00-01 - Sierra Woods Subdivision, Unit No. 4, Lots 92 through 117 inclusive
- ASSESSMENT DISTRICT NO. 01-02 - Sierra Woods II Unit 1, Lots 1 through 20 inclusive

Sierra Woods West Units 1 thru 6

- ASSESSMENT DISTRICT NO. 04-01 - Sierra Woods West Units 1-3, Lots 1 through 14 and 16 through 54 inclusive
- ASSESSMENT DISTRICT NO. 04-02 - Sierra Woods West Subdivision, Unit No. 4 and Unit No. 5, Lots 55 through 98 inclusive
- ASSESSMENT DISTRICT NO. 05-01 - Sierra Woods West Subdivision, Unit No. 6, Lots 99 through 132 inclusive

Walnut Grove Subdivision

- ASSESSMENT DISTRICT NO. 09-02 - Walnut Grove I, Lots 1 through 44 inclusive
- ASSESSMENT DISTRICT NO. 92-03 - Walnut Grove II, Lots 1 through 58 inclusive
- ASSESSMENT DISTRICT NO. 94-01 - Walnut Grove III, Lots 1 through 39 inclusive
- ASSESSMENT DISTRICT NO. 95-01 - Walnut Grove IV, Lots 1 through 36 inclusive

Woodcrest Estates Subdivision

- ASSESSMENT DISTRICT NO. 93-01 - Woodcrest Estates Phase One, Lots 1 through 18 inclusive
- ASSESSMENT DISTRICT NO. 94-02 - Woodcrest Estates Phase Two, Lots 1 through 18 inclusive
- ASSESSMENT DISTRICT NO. 96-01 - Woodcrest Estates Phase Three, Lots 1 through 18 inclusive

Canal Gardens Subdivision

- ASSESSMENT DISTRICT NO. 00-02 - Canal Gardens Subdivision, Lots 1 through 19 inclusive

Walnut Wood IV

- ASSESSMENT DISTRICT NO. 01-01 - Walnut Wood IV, Lots 71 through 102 inclusive

Walnut Creek Subdivision

- ASSESSMENT DISTRICT NO. 2008-01 - Walnut Creek Subdivision

Sierra Woods South West Subdivision, Unit No. 1-3

- ASSESSMENT DISTRICT NO. 2008-02 - Sierra Woods South West Subdivision, Unit No. 1-3

Walnut Woods Estate V Subdivision

- ASSESSMENT DISTRICT NO. 2008-03 - Walnut Woods Estates V

Walnut Wood Estates I & II

- ASSESSMENT DISTRICT NO. 94-03 - Walnut Wood Estates I & II, Lots 1 through 38 inclusive

Walnut Wood III

- ASSESSMENT DISTRICT NO. 97-01 - Walnut Wood III, Lots 39 through 70 inclusive

Sierra Woods South West Phase 4

- ASSESSMENT DISTRICT NO. 2009-01 - Sierra Woods South West Phase 4

Documents:

[ITEM 6.1 PUBLIC HEARING LANDSCAPE LIGHTING AND MAINT. DISTRICTS ENG REPORTS.PDF](#)

- 6.II. 7:00 PM Public Hearing Regarding Zoning Ordinance Amendment (ZOA 2016-002) And Draft Ordinance 476 Implementing Certain Aspects Of The 2016 Housing Element City Council to Conduct Public Hearing and Take Public Testimony Regarding Zoning Ordinance Amendment (ZOA 2016-002) and draft Ordinance 476 Implementing certain aspects of the 2016 Housing Element.

Documents:

[ITEM 6.II PUBLIC HEARING ZOA 2016-02 AND DRAFT ORD 476 IMPLEMENTATION OF HOUSING ELEMENT.PDF](#)

7. Consent Agenda

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

- 7.I. Consideration Of Draft Minutes Of 07-11-16 City Council Meeting
Recommend Review and Approval of Draft Minutes from July 11, 2016 City Council Meeting

Documents:

[ITEM 7.I DRAFT MINTUES OF 07-11-16 CITY COUNCIL MEETINGS.PDF](#)

- 7.II. Consideration Of Draft Resolution 2016-025 Authorizing Volunteer Fire Assistance Grant Acceptance

Recommend approval of draft Resolution 2016-025 Authorizing Volunteer Fire Assistance Grant Acceptance.

Documents:

[ITEM 7.II DRAFT RESO 2016-025 AUTHORIZING VOLUNTEER FIRE ASSISTANCE GRANT.PDF](#)

- 7.III. Consideration Of School Resource Officer Contract With FUSD

Recommend Approval of School Resource Officer Contract with FUSD

Documents:

[ITEM 7.III SCHOOL RESOURCE OFFICER CONTRACT WITH FUSD.PDF](#)

8. Discussion Action Items (New Business)

- 8.I. Request For Community Center Rental Fee Waiver

Consider Request by Team KO Training Center for financial support / fee waiver for proposed youth karate tournament to be hosted at Farmersville Community Center.

Documents:

[ITEM 8.I FEE WAVIER REQUEST FOR COMMUNITY CENTER.PDF](#)

- 8.II. Consideration Of Agreements To Increase Services At Senior Center

Recommend Approval of Agreements to deploy CDBG funds to Increase Services at Farmersville Senior Center.

Documents:

[ITEM 8.II SENIOR CENTER SERVICES AGREEMENTS.PDF](#)

- 8.III. Consider Request For A Letter Of Public Convenience Or Necessity For A Type 20 Off-Sale Alcohol License (Beer And Wine) License For Rite Aid Located At 1710 N. Farmersville Blvd.

Recommend Approval of request for a Letter of Public Convenience or Necessity for a Type 20 Off-Sale Alcohol License (Beer and Wine) License for Rite Aid located at 1710 N. Farmersville Blvd.

Documents:

[ITEM 8.III LETTER OF CONV AND PUBLIC NEC FOR ABC LIC FOR RITE AID 1710 N FARM BLVD.PDF](#)

- 8.IV. Review Of Rite Aid Approval Process And Review Of City's Design Guidelines

As Requested by City Council, Conduct a Review of Rite Aid Approval Process and Review of City's Design Guidelines.

Documents:

[ITEM 8.IV RITE AID DESIGN PROCESS AND DISCUSSION OF CITY DESIGN](#)

[GUIDELINES.PDF](#)

- 8.V. Discussion Of Proposed Wireless Antenna
Discussion of Proposed Wireless Antenna with Possible Direction to Staff.

Documents:

[ITEM 8.V PROPOSED WIRELESS ANTENNA APPLICATION.PDF](#)

- 8.VI. Consideration Of Response To 2016 Tulare County Grand Jury Report
Recommend Approval of Response to 2016 Tulane County Grand Jury Report and
Authorize Submitting the Response.

Documents:

[ITEM 8.VI CITY RESPONSE TO TULARE COUNTY GRAND JURY.PDF](#)

9. Council Reports
10. City Manager Report
11. City Attorney Report
12. Future Agenda Items
- 12.I. Future Agenda Items
- 1)
- 2) 1) Resolutions to Adopt Landscape Lighting and Maintenance District Assessments
Aug. 8, 2016
2) Sports Park Notice of Completion (TBD).
3) Program Income Re-Use Opportunities (TBD).
13. Adjourn To Closed Session Or Adjourn To Next Meeting
- 13.I. Closed Session

PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).

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

Number of potential cases is: 1.

Facts and circumstances clearly known to potential plaintiff (if any) that might result in litigation (Government Code § 54956.9(e) (2)) :

14. Reconvene To "Report Out" Of Closed Session And Adjournment

15. Footer

Documents:

[FARMERSVILLE CITY HALL FOOTER.PDF](#)

NOTICE TO PUBLIC

The City of Farmersville Civic Center and City Council Chambers comply with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact City Hall at (559) 747-0458 please allow at least six (6) hours prior to the meeting so that staff may make arrangements to accommodate you.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City's offices during normal business hours.



City Council

Staff Report

TO: Honorable Mayor and City Council
FROM: Tom McCurdy, Public Works Manager – QK Inc.
THROUGH: John Jansons, City Manager *JJ*
DATE: July 25, 2016
SUBJECT: 2016/2017 Landscape and Lighting Districts

RECOMMENDED ACTION:

That the City Council consider the following and conduct a Public Hearing to hear any public input on the proposed assessments for Farmersville’s Landscape and Lighting Districts. Subsequent to the Public Hearing, a public meeting will be conducted to adopt Resolutions setting the assessments for the twelve existing Landscape and Lighting Districts.

BACKGROUND:

The City currently has 12 landscape and lighting districts formed as a part of the approval process of various subdivisions for the purpose of maintaining the surrounding landscaping in each of the subdivisions. The City maintains the turf, shrubs, trees, irrigation systems, lighting (in some districts), and walls on the exterior of the parcels of land which are all located in the public right of way.

Each parcel within each subdivision is assessed an amount equal to their share of the costs for said maintenance. Each fiscal year, the City is required, by the rules for the assessment districts (in accordance with the 1972 Landscape and Lighting District Act), to do a cost accounting of the assessments for the upcoming year.

There are several steps in the process to recover the cost of maintenance for these districts. The following is a summary of the steps to be used in this process:

1. The City Council authorizes the City Engineer to prepare an engineer’s report that accounts for all applicable charges for each district. There are currently 12 separate districts in the City consisting of 804 individual lots.
2. The City Engineer prepares the engineer’s report and incorporates all charges that are applicable to the individual district. During this process, the most current owner’s list is acquired from the County Assessor’s office in which an assessment is to be included.

3. The City Council sets a public hearing to accept the engineer's report and hear public input.
4. After the public hearing, the City Council conducts a public meeting and adopts the proposed rates or adjusted rates as appropriate.
5. Subsequent to Council action, the City Clerk delivers a masters list with the assessment to be applied to each applicable parcel to the County Assessor's office.
6. The adjusted assessments will be added to the County's assessment rolls in August and the City would receive from the County the monies from the two normal semiannual property tax collections (one in December and one in April).

DISCUSSION:

There are currently 12 districts consisting of 804 individual lots. The 12 districts are the result of a consolidation process that was approved previously. Staff has considered the possibility of consolidation in additional districts, but to date have not found any that would be beneficial to property owners.

COORDINATION & REVIEW:

Staff has reviewed the timing and funding with the Finance Director.

ALTERNATIVES:

None proposed

FISCAL IMPACT:

The assessment districts are self funded and costs recovered for the County Assessor cover the actual costs. The applicable charges will be included in the 2016/2017 fiscal budget.

CONCLUSION:

It is respectfully recommended that the City Council conduct the Public Hearing on July 27, 2016 and receive any public input on the proposed assessments

ATTACHMENT(S):

- 1) Notice of Publication of Public Hearing, and
- 2) 12 Engineer's Reports for all Districts, and

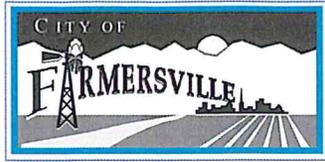
Respectfully Submitted By:

Tom McCurdy,
Public Works Manager, QK Inc.

Approved By:



John Jansons
City Manager



Public Notice Farmersville City Council

ASSESSMENT DISTRICTS

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Walnut Wood IV

- ASSESSMENT DISTRICT NO. 01-01 - Walnut Wood IV, Lots 71 through 102 inclusive

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Walnut Wood III

- ASSESSMENT DISTRICT NO. 97-01 - Walnut Wood III, Lots 39 through 70 inclusive

Sierra Woods South West Phase 4

- ASSESSMENT DISTRICT NO. 2009-01 - Sierra Woods South West Phase 4

Public Notices

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Public Notices

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Walnut Wood III
ASSESSMENT DIS-

Public Notices

TRICT NO. 97-01 - Walnut Wood III, Lots 39 through 70 inclusive
Sierra Woods South West Phase 4
ASSESSMENT DISTRICT NO. 2009-01 - Sierra Woods South West Phase 4

ss//: J. Jansons
City Manager

Sun-Gaz 6/8/16

**(342-23)
NOTICE OF LIEN SALE**

This sale is for the purpose of property to be sold in Public Auction of the following individuals for default of payment.

Arturo Alvarado - C-27
Steve Amaya - E-67
Shirley Baxter - E-72
Alexander Betancourt - B-67

Peter Bisacca - C-43
Michelle Bryant - E-54
Kristina Cain - A-39
Erica Contreras - F-6
Shauna Cox - D-2
Alysha Garcia - E-43

Stacy Huckabee - B-76
Ressa Johnson - E-40
Kushawja Keeler - D-6
Maggie Lopez - C-18
Suzy Martinez - E-3
Javier Matta - A-38

Paul Mawhiney - A-19
Michele Nunes - C-74
Jamie Risner - A-31
Jamie Risner - A-41
Craig Smith - E-32

Units include and not limited to furniture, tools, yard and garden, antiques, general merchandise, household items, etc.

Said property is stored at Quality Self Storage 400 W. Firebaugh, Exeter, CA 93221

Auction is set for Saturday, June 11, 2016.

All items and units will be sold "AS IS" and "WHERE IS".

Sun-Gaz 6/1, 6/8/16

**(367-23)
PUBLIC NOTICE
Public Notice
Farmersville City
Council
ASSESSMENT
DISTRICTS**

Notice is hereby provided that a public hearing to adopt an assessment as current for properties in the following subdivisions, pursuant to the Landscaping and Lighting Act of 1972 will take place on July 25, 2016 at the regular meeting of the Farmersville City Council. The hearing will take place at the Farmersville City Hall, located at 909 W. Visalia Road, Farmersville, CA. The proceedings will begin at 7:00 P.M. Persons interested in favor or opposition to the proposed assessments will be provided an opportunity to comment prior to adoption of proposed assessments. The documentation for the summaries of the assessments, including engineer reports will be available at City Hall during normal business hours, located at



Staff Report

TO: Honorable Mayor and City Council

FROM: Karl Schoettler, City Planner, Collins and Schoettler

THROUGH: John Jansons, City Manager *J.J.*

DATE: July 25, 2016

RE: Zoning Ordinance Amendment 2016-02 (Implementation of Farmersville Housing Element) and Introduction of Ordinance #476 to Implement Action Plans of the 2016 Housing Element.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. Conduct a public hearing and consider Zoning Ordinance Amendment (ZOA) 2016-002,
2. Waive First Reading and Introduce by Title Only Ordinance #476

to amend the Farmersville Zoning Ordinance, thereby implementing several action plans of the 2016 Farmersville Housing Element.

BACKGROUND:

The City Council adopted the 2016-2023 Farmersville Housing Element earlier this year. The Housing Element includes several action plans that call for amendments to the Zoning Ordinance concerning housing issues. The Planning Commission conducted a public hearing on these amendments on June 16, 2016 and unanimously voted to recommend approval.

ANALYSIS:

The Housing Element is a part of the City's General Plan, and is required by State law. The Housing Element establishes goals, objectives and action plans for the City to meet its housing needs through the year 2023.

Several action plans in the Housing Element call for the City to complete amendments to the Zoning Ordinance, so that it is consistent with State housing laws. These amendments include:

- Adding "Transitional Housing" and "Supportive Housing" as permitted uses in the R-1 (Single Family Residential) zone.

- Adopting a minimum density of 20 units per acre for parcels that are zoned RM-2.5 (Multi Family Residential).

An overview of each amendment is as follows:

1. Addition of special housing types as permitted uses in the Zoning Ordinance.

The following special housing types need to be added as “permitted land uses” in the R-1 Zone.

“Transitional Housing”

Transitional Housing is a type of housing that is essentially a “step up” from an emergency (homeless) shelter and is defined in state law as *“buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.”*

The action is to add “Transitional Housing” as a permitted use in the R-1 zone. Essentially a transitional home would be similar to a “group home” which is already permitted by right in the R-1 zone. It is expected that any such facilities would have the appearance and characteristics of a typical single family home and must be licensed by the State. Up to six individuals per parcel could be accommodated.

“Supportive Housing”

Supportive Housing is again regarded as a step up from Transitional Housing, and is defined in State law as *having “no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of Section 53260 (of the State Housing Code) and that is linked to on site or off site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and when possible, work in the community.”* Again, this use will also be added as a permitted use in the R-1 zone and will also be treated as any other single family home.

2. Minimum Density Standard for the RM-2.5 zone

Another action plan from the Housing Element requires the City to establish a minimum density standard of 20 units per acre for residential development occurring in the RM-2.5 zone. The RM-2.5 zone is Farmersville’s “high density” residential zone – primarily intended for the development of multi-family developments (apartments).

State law now requires all cities to have at least one residential zone with standards that requires multi-family projects to achieve a density of at least 20 dwelling units per acre. The purpose of this law is to help facilitate the development of housing that is affordable to the community – on the assumption that more units per acre are more affordable than are fewer units.

The RM-2.5 zone was previously amended in 2011 to allow a maximum density of one dwelling unit per 1,700 square feet of lot area. This can theoretically allow up to 26 dwellings per acre, though the actual amount will usually be less once other requirements like setbacks, parking and lot coverage are factored into the design of a project.

Before the maximum density standard was amended in 2011 the highest density achieved by any project in Farmersville was 19.2 units per acre for the Farmersville Senior Apartments project on the west side of Farmersville Boulevard adjacent to the Public Works yard.

While Staff understands the State’s intent, there are several factors that should be considered in the establishment of a minimum density standard for the RM-2.5 zone, including:

- As it relates to affordability, state housing law is only concerned with “larger” parcels – those that can accommodate at least 16 multi-family units. In the RM-2.5 zone it would take a parcel of at least 0.6 acre or larger to fit at least 16 units. Accordingly, the minimum density standard of at least 20 units per acre need not apply to smaller parcels (those zoned RM-2.5 and smaller than 0.6 acre (that cannot fit at least 16 units)). Therefore the proposed ordinance will apply only to larger parcels (at least 0.6 acre or more) that are zoned RM-2.5
- As noted above, other multi-family projects have been developed in Farmersville in the past and met State standards for affordability – even with densities less than 20 units per acre.

These include Gateway Village, Park Creek Village, Farmersville Senior Housing and Villa Del Rey among the most recent. With this in mind, staff is recommending the standard (of 20 units per acre) include a provision that would allow densities less than 20 units per acre if the developer can demonstrate the project can meet State affordability requirements (units can be made affordable to lower income households). This provision will not force projects into a density of at least 20 units per acre if such density is not needed to achieve affordability goals.

With the foregoing issues in mind the recommendation is to amend the RM-2.5 zone to stipulate a minimum density of 20 units per acre on lots larger than 0.6 acre, unless the applicant can demonstrate that affordability goals can be met with a lesser density. This is listed in Section 1 of the proposed ordinance.

Proposed Ordinance

The proposed ordinance is contained within the attached resolution. Key sections include:

Section 1 (on page 1) amends the development standards section of the RM-2.5 zone to specify that development on lots over 0.6 acre must achieve a minimum density of 20 units per acre (unless the applicant can demonstrate that a lesser density can achieve affordability standards specified by the Farmersville Housing Element).

Section 2 (on page 3) amends the table of permitted uses for residential zones. The uses “Supportive Housing” and “Transitional Housing” have been added as permitted uses in the R-1 zone of this table.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The proposed zoning text amendments are consistent with action plans contained in the 2016 Farmersville Housing Element – a component of the Farmersville General Plan.

FISCAL IMPACT:

If adopted there will be no fiscal impacts to the City. However if not adopted this could affect the City’s ability to obtain various types of grant funding from the State – since the State checks to ensure the City has adopted and is implementing its Housing Element.

CONCLUSION:

It is respectfully recommended that the City Council:

1. Conduct a public hearing and consider Zoning Ordinance Amendment (ZOA) 2016-002,
2. Waive First Reading and Introduce by Title Only Ordinance # 476

to amend the Farmersville Zoning Ordinance, thereby implementing several action plans of the 2016 Farmersville Housing Element.

ATTACHMENT(S): 1

- 1) Draft Ordinance #476

Respectfully Submitted By:

Karl Schoettler
City Planning Consultant
Collin and Schoettler

Approved By:



John Jansons
City Manager

DRAFT

ORDINANCE NO. 476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE AMENDING TITLE 17 OF THE FARMERSVILLE MUNICIPAL CODE RELATING TO IMPLEMENTATION OF HOUSING GOALS OF THE FARMERSVILLE HOUSING ELEMENT

The City Council of the City of Farmersville does hereby ordain as follows:

Section 1. Chapter 17.32.040 F. 1. of the Farmersville Municipal Code is amended to read as follows:

F. Density

1. RM-2.5: **The maximum density shall be one dwelling unit per 1,700 square feet of lot area. For lots of at least 0.6 acre in size there shall also be a minimum density of 20 units per acre (in addition to the maximum density of 1,500 square feet of lot area per dwelling) unless the applicant can demonstrate that a lesser density will achieve affordability standards contained in the Farmersville Housing Element.**

Section 2. Chapter 17.40 of the Farmersville Municipal Code is amended to read as follows:

Chapter 17.40
RESIDENTIAL LAND USE TABLE

Sections:

- 17.40.010 Purpose
- 17.40.020 Table 1—Permitted uses
- 17.40.030 Special conditions

17.40.010 Purpose. The purpose of the Residential Land Use Table is to designate the residential uses permitted within each zone, subject to the development standards for such uses set forth in the articles describing those zones. (Ord. 319 SS1(part), 1987)

17.40.020 Table 1 – Permitted Uses. To determine in which zone a specific use is allowed:

- A. Find the use in the left hand column.
- B. Read across the table until either a “letter” or an “x” appears in one of the columns
- C. If a letter appears this means that the use is allowed in the zone represented by that column, but only if certain conditions are complied with. The conditions applicable to that use are those corresponding to the letter listed in Section 17.40.030.
- D. If an “x” appears to a column the use is allowed in the zone represented by that column without being subject to any of the conditions listed in Section 17.40.030.
- E. If neither a “letter” nor an “x” appears in a column, the use is not allowed in the zone represented by that column.
- F. The planning commission shall interpret the appropriate zone for any land use not specifically listed in the table, the finding shall be based on consistency with the purpose of the zone and that the use is of the same general character as that of the uses permitted in that zone.
- G. Overlay zones are not included in the table.

Intentional Page Break

TABLE 1
 RESIDENTIAL LAND USES

| USES | ZONE | | | |
|--|------|-----|----------|----------|
| | U-R | O-S | R-1 | R-M |
| Above ground storage tanks for flammable or combustible fluids | b | b | | |
| Accessory buildings and uses customarily appurtenant to a permitted use | x | x | x | x |
| Agricultural Employee Housing | x | | x | x |
| Apartments and multiple family dwellings | | | | x |
| Boarding and rooming houses | | | | a |
| Churches | b | b | b | b |
| Day care centers | | | a | a |
| Duplexes | | | | <u>x</u> |
| Emergency housing | | | | x |
| Family day care homes | | | x | x |
| Foster homes | | | a | a |
| Guest houses | d | | d | d |
| Home occupations | c | | c | c |
| Manufactured and/or mobile homes on permanent foundations | x | | x | x |
| Mobile home parks | b | | b | b |
| Nursing and convalescent homes | | | | b |
| Public and private schools | b | | b | b |
| Residence for a caretaker or watchman | c | | c | |
| Second attached residential unit | | | d | |
| Second detached residential unit | | | d | |
| Single-family dwellings | x | | x | x |
| Temporary tract offices | c | | c | c |
| Residential care homes for six or fewer persons | | | x | x |
| Residential care homes for seven to fourteen persons | | | b | b |
| Raising of fruit and nut trees, vegetables and horticultural specialties | x | x | b | b |
| Single Room Occupancy units | | | | x |
| Supportive Housing | | | <u>x</u> | x |
| Transitional Housing | | | <u>x</u> | x |
| | | | | |

17.40.030 Special conditions

The following special conditions apply to those land uses indicated by corresponding letter in Table 1:

a. Conditional use permit required if for more than six guests, persons or dwelling units or in the case of day care facilities if more than twelve children including the provider's own children.

b. Conditional use permit required.

c. Accessory use, incidental to principal use.

d. The addition shall not exceed twenty-five percent of existing living area.

"Living area" means the interior inhabitable area of a dwelling unit including basements and attics and shall not include a garage or any accessory structure. Subject to approval of the zoning administrator. May be approved without public hearing.

Section 3. This ordinance shall take effect thirty days after its adoption.

Section 4. The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 5. The City Clerk is further authorized and directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Farmersville within 15 days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council's meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance No. 476 was introduced at a regular meeting of the City Council of the City of Farmersville on the 25th day of July, 2016, and was passed and adopted at a regular meeting of the City Council on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Gregorio Gomez, Mayor
City of Farmersville

ATTEST:

Paul Boyer, City Clerk Pro Tem



Gregorio Gomez, Mayor
Paul Boyer, Mayor Pro Tem
Don Rowlett, Council Member
Matt Sisk, Council Member
Lyonel Benavides, Council Member

DRAFT MINUTES
of

Farmersville City Council
Regular Meeting

July 11, 2016 - 7:00 p.m.
Meeting held in Civic Center Council Chambers
909 W. Visalia Road Farmersville, California

1. Call To Order
By Mayor Gomez at 7:00pm.
2. Roll Call
Present: Gomez, Benavides, Sisk, Rowlett,
Absent: Boyer
Boyer Arrives 7:02 pm, City Attorney Berry arrives 7:02 pm.
3. Invocation
By Councilmember Benavides
4. Pledge Of Allegiance
Led by By Mayor Gomez
5. Public Comment

Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than two (2) minutes. No more than twenty (20) total minutes will be allowed for Public Comment. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the council as each item is brought up for discussion. Comments are to be addressed to the Council as a body and not to any individual Council Member.

No Public Comments

6. Consent Agenda

Under a CONSENT AGENDA category, a recommended course of action for each item is made. Any Council Member or Member of the Public may remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action, and the Council can approve the remainder of the CONSENT AGENDA.

6.I.
Recommendation By City Manager
Consideration of draft meeting minutes from June 23, 2016 Regular City Council Meeting
Documents: [ITEM 6.I DRAFT MINUTES OF JUNE 23, 2016 CITY COUNCIL MEETING.PDF](#)

6.II.
Recommendation By Finance
Recommendation to approve Warrant Register for period June 1 through June 30, 2016.

Documents: [ITEM 6.II WARRANT REGISTER .PDF](#)

Motion by Rowlett with Second by Boyer to approve Consent Agenda (Items 6.I & 6.II) pursuant to minor grammatical edits and with an abstention by Boyer from Warrants under Item 6.II paid to Self Help Ent. only.

Approved 5-0.

7. Discussion Action Items (New Business)

7.I. Recommendation By City Manager

It is respectfully recommended that the City Council agree as to which City Councilmembers will attend the 2016 Ca League of Cites Conference in Long Beach on October 5-7 and appoint a Voting Delegate for the City and up to two Alternates.

Documents: [ITEM 7.I CA LEAGUE OF CITIES ATTENDANCE AND VOTING DELEGATES.PDF](#)

Approved 5-0 to have Mayor Gomez serve as Voting delegate and for Councilmember Benavides to serve as Alternate representing the City of Farmersville at the 2016 CA League of Cities Conference on Oct 5-7, 2016.

7.II. Recommendation By City Manager

It is respectfully recommended that the City Council Authorize the City Manager to execute the Sub-Recipient Agreement with CSET for Senior Services and authorize the Mayor to execute the Facility Use Agreement with the Farmersville Senior Citizens Center Inc.

Documents: [ITEM 7.II SENIOR CENTER SERVICES .PDF](#)

Item introduced by City Manager Jansons. Representatives from CSET, Mary Escarsega-Fechner, Executive Director and Albert Cendejas, Program Manager, describe senior center proposed programs and services.

Councilmembers ask questions of CSET Staff regarding services and clients.

One lady from public (unidentified) asks question of Staff regarding "will the Center get money from City", with answer from City Manager, "No, the money from City CDBG, goes to CSET, but the Senior Center gets more services with CSET operating the Farmersville program.

Mayor Pro Tem Boyer and City Manager further describes the Sub Recipient Agreement for CDBG funds and the Facility Use Agreement and allowable uses of funds and history in trying to partner with the Senior Center and a service provider.

Mayor Pro Tem Boyer states he wants to see the center revitalized and wants this to work.

Don Mason representing the Senior Center Board of Directors discussed some issues related to use of Center and a Cooling center and request for compensation for increased utility costs and lengthen cancelation terms of the Agreement.

City Manager says we can work out utility reimbursement and amend draft agreement to extend cancelation period.

Councilmember Rowlett thanks all from public who attended on this matter. Expresses concerns for utilizing out of town contractors, yet if the seniors want this, he'll support it.

Mayor Gomez, and Council Members suggest more time be taken on this decision with Staff directed to meet with Senior Center Board and bring this item back on July 25.

7.III. Recommendation By Fire Chief

It is respectfully recommended that the City Council authorize the Mayor to execute the Cooperative Agreement with Tulare County for Fire Department Dispatch, Mutual Aid and Communications services.

Documents: [ITEM 7.III FIRE DISPATCH, MUTUAL AID AND COMMUNICATIONS AGREEMENT .PDF](#)

Fire Chief Crivello introduces this item and provides an overview dispatching, rates, and mutual aid.

Mayor Pro Tem Boyer ask clarifying question of, "If we participate in Mutual Aid, then we are not charged for dispatch services, correct? ' Chief Crivello responds, "that is correct".

Motion By Benavides to approve Item 7.III, with Second by Sisk. Approved 5-0.

7.IV. Discussion Of Commercial Truck Parking

It is respectfully recommended that the City Council hear a presentation of Commercial Truck Parking with possible direction to Staff.

Documents: [ITEM 7.IV COMMERCIAL TRUCK PARKING WEST TERRY AVE.PDF](#)

Police Chief Krstic introduces this item and provide the Council background on this matter.

Mayor Pro Tem Boyer comments about difficulties with turning around road deficiency, not built to standard, is sensitive to trucker in our community, and we need an out of the way place for trucks.

Tom McCurdy, with Quad Knopf, comments about storm drain, need for local street money for repairs and perhaps the road can be repaired. Boyer asks if this is important to the rest of the Council, this is better than having trucks park on residential streets.

Councilmember Benavides want to know how much it costs to park at Terry Truck lot. Boyer to find out the cost.

Chief Krstic add comments about resident truckers who park their tractors in their driveways without issue. And in Visalia many now park near Costco.

Discussion ends, No Action by Council, No direction for follow-up to staff.

7.V. Discussion Of Animal Control Program

It is respectfully recommended that the City Council hear a presentation on Animal Control with possible direction to staff.

Documents: [ITEM 7.V ANIMAL CONTROL REPORT .PDF](#)

Mayor pulls and tables this item with No Action by Council, and Informs staff that his report is not what the Council wanted and suggests that Staff meet with Councilmember Benavides to clarify. Mayor Gomez and Mayor Pro Tem Boyer indicate they would join that discussion to see how animal control concerns should be addressed.

7.VI. Recommendation By City Manager

It is respectfully recommended that the City Council approve at least one representative to attend the American Public Works Association (APWA) Awards Event and accept the APWA award for Project of the Year for Small Communities for the Cameron Creek Emergency Water Restoration Project.

Documents: [ITEM 7.VI APWA AWARD .PDF](#)

Item requested by City Manger to encorge Coucnil member to attend APWA Award Ceremony. After a brief discussion, Coucnil approves Mayor Gomez and Councilmember Benavides volunteer to attend and accept award on behalf of City. Motion by Boyer, Second by Gomez, Approved 5-0.

8. Council Reports

Councilmember Sisk comments about extent of Fireworks used on 4th of July.

Mayor Pro Tem Boyer inquiries about temp yield signs in Roundabout. Staff confirms they are temp and permanent signs are on their way. Reaffirms that staff will attend Senior Center meeting tomorrow (7-12-16).

Mayor Gomez asks Valdivinos to describe upcoming karate tournament. Asks their request for sponsorship be placed on Aug. 25 Agenda.

Thanks Chief Krstic and tells him he appreciates him.

Boyer adds that he appreciates that our police officers are respectful to our community.

Mayor Gomez inquires of library status - with no change to date. And comments about long wait times on hold when calling non -emergency dispatch line and Chief Krstic explains that's just how it is when you call the county dispatch and when you call during busy holiday periods.

9. City Manager Report

No Report

10. City Attorney Report

No Report

11. Future Agenda Items

11.I. Future Agenda Items

Future Agenda Items, TBD: (Dates to Be Determined)

- 1) Public Hearing: Zoning Ordinance Amendment (Housing Element) July 25, 2016.
- 2) Public Hearing: Landscape Lighting and Maintenance District Assessments July 25, 2016.
- 3) Discussion of Rite Aid Approval Process, July 25, 2016.
- 4) Discussion of Design Guidelines, July 25, 2016.
- 5) Sports Park Notice of Completion (TBD)
- 6) Program Income Re-Use Opportunities (TBD)

12. Adjourn To Closed Session Or Adjourn To Next Meeting

12.I. Closed Session

Closed Session Announced

It is the intent of this Governing Body to meet with its Legal Counsel on the following Closed Session matters;

1) Conference with legal counsel: PENDING LITIGATION (Government Code §54956.9). It is the intention of this governing body to meet in closed-session concerning: City of Farmersville v. Sunset Waste.

2) Conference with legal counsel – POTENTIAL LITIGATION (Government Code § 54956.9(d)). Number of potential cases is: 1.

City Council discussed the two closed session matters with City Manager Jansons, Finance Director Huntley and Deputy City Attorneys Diaz and Berry.

As for Item No. 1, the Council approved by Motion of Councilmember Benavides and with Second by Sisk to accept proposed settlement offer from Sunset Waster pertaining to the current lawsuit. Approved 5-0.

Councilmember Benavides left the Council Chambers at 9:10 pm and did not return.

Remaining Councilmembers received a briefing from City Attorney regarding Item No. 2, with No Reportable Action Resulting.

13. Reconvene To "Report Out" Of Closed Session And Adjournment

- *As for Item No. 1, the Council approved by Motion of Councilmember Benavides and with Second by Sisk to accept proposed settlement offer from Sunset Waster pertaining to the current lawsuit. Approved 5-0.*

Council received a briefing from City Attorney regarding Item No. 2, with No Reportable Action Resulting.

Meeting adjourned at 9:59 PM.

NOTICE TO PUBLIC

The City of Farmersville Civic Center and City Council Chambers comply with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact City Hall at (559) 747-0458 please allow at least six (6) hours prior to the meeting so that staff may make arrangements to accommodate you.

Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City's offices during normal business hours.

Drafted By: _____



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Crivello, Fire Chief

THROUGH: John Jansons, City Manager 

DATE: July 25, 2016

SUBJECT: Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorizing City Manager to execute the Cal Fire grant agreement.

RECOMMENDED ACTION:

It is respectfully recommended that he the City council approve and adopt Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorize the City Manager to sign and execute the Cal Fire grant agreement.

BACKGROUND:

The Farmersville Fire Department (FFD) has routinely applied for funding from the Volunteer Fire Assistance (VFA) Grant to purchase firefighting equipment in accordance with program goals for rural areas to increase the capability to organize, train, and equip local firefighting forces.

The VFA is a federally funded program that authorizes the USDA Forest Service to delegate grant review and award processes to the State Forest Agencies (Cal-Fire) for disbursement of funds. The program allows for applicants to request funding for projects up to a maximum of \$40,000. The program requires a 50% local match, thus the maximum federal share reimbursed through Cal-Fire can be \$20,000. While the program is designed for communities of 10,000 or less population, The Farmersville Fire Department (FFD) remains eligible due to response services provided to nearby communities and rural areas. Availability for response to local and statewide wildland areas also favors the city in grant application competitiveness. This is the sixth time the city has been successful with this program. In the past, the fire department has purchased fire hoses, communications equipment (radios & pagers), portable pumps, shelters, helmets, turnouts, boots, brush jackets and pants.

DISCUSSION:

The FFD originally submitted an application for a total grant of \$14,999.92 (state and city funding amount of \$7499.96 each) Applications were competitively reviewed to disburse California's FY 16/17 federal allocation of approximately \$94,000.

The City's request to replace Large Diameter Supply Hose (\$5,000) was cut from the award due to limited grant funds and many applications.

The FFD has received an award for continued replacement of Personal Protective Equipment (PPE) that meets current industry standards. Included are 27 pairs of structure and wildland gloves, six pairs suspenders, 20 flame resistant hoods, and 10 pairs rubber structure boots. In addition, the grant will also allow for the purchase of 24 lengths of 1 1/2" X 100 Ft. Fire Hoses. The hoses being replaced no longer meet NFPA standards. Many date back to the late 1980's.

The total cost of this grant project would be \$9,999.92 which would require a local match of \$4,999.96. The award requires the city to purchase requested items before June 30, 2017, then bill Cal-Fire for reimbursement of the federal share by September 1, 2017.

INTERGRATION WITH GOALS, OBJECTIVES AND WORK PLANS.

This project builds upon previous grant requests in a strategic fashion to meet the various ongoing equipment needs of the fire department that would be difficult to accomplish with general fund revenue alone.

COORDINATION AND REVIEW:

The recommended action has been coordinated with, and is supported by the City Manager's Office, and the Finance Department, and the Grant Agreement was reviewed by the City Attorney and approved As to Form.

FISCAL IMPACT:

The grant application was anticipated when developing the city budget. Therefore, funds exist in the FY 16/17 fire department budget to purchase the noted items and allow for the reimbursement of VFA funds from Cal-Fire to the City of Farmersville.

CONCLUSION:

It is respectfully recommended that the City Council approve and adopt Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorize the City Manager to sign and execute the Cal Fire grant agreement.

ATTACHMENT(S): 1

- 1) Cal Fire Grant Agreement

Respectfully Submitted,

Reviewed By:

John Crivello
Fire Chief

Steven Huntley
Finance Director

Approved By:



John Jansons
City Manager

RESOLUTION No. 2016-25

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
COUNTY OF TULARE, STATE OF CALIFORNIA**

**APPROVING THE GRANT FUNDS AGREEMENT # 7FG16021 WITH THE
DEPARTMENT OF FORESTRY & FIRE PROTECTION UNDER THE VOLUNTEER
FIRE ASSISTANCE (VFA) PROGRAM OF THE COOPERATIVE FORESTRY
ASSISTANCE ACT OF 1978**

WHEREAS, the Congress of the United States has enacted the Cooperative Forestry Assistance Act of 1978, and the United States Forest Service has been delegated the responsibility for the administration of the program through the California Department of Forestry & Fire Protection, and will require the City to enter into a contract with the State of California for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Farmersville hereby:

1. Approves the agreement with the California Department of Forestry and Fire Protection dated as the last signatory date on page 6 of said agreement, and any amendments thereto. This agreement provides for an award, during the term of this agreement, under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 during the State Fiscal Year 2016-17 up to and no more than the amount of \$4,999.96
2. Authorizes John Jansons, City Manager to sign and execute said agreement and any amendments on behalf of the City of Farmersville.

We the undersigned hereby certify that the foregoing Resolution Number 2016-25 was duly passed and adopted by City Council of the City of Farmersville, upon a motion of Council Member _____, seconded by Council Member _____ at a regular meeting thereof, held on the 25th day of July, 2016 following a roll call vote:

Ayes:
Noes:
Absent:
Abstain:

BY:

ATTEST:

Gregorio Gomez, Mayor

Paul Boyer, City Clerk Pro Tem

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

24. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2016 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2016 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$4,999.96** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2017.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2017 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

LOCAL AGENCY: _____

Attention: _____
Telephone Number(s): _____
FAX Number: _____
E-mail _____

STATE: **Department of Forestry and Fire Protection**
 Grants Management Unit, Attn: Megan Esfandiary
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-3649
 FAX (916) 653-8957

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2017.**
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 6 OF 6**

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

_____ Dan Sendek
Printed Name

Printed Name

_____ Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.
Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

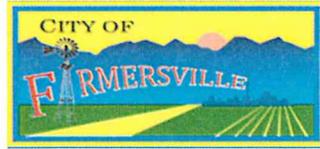
| | | | | | |
|---|--|---------------|-----------------|-----------------------|--|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$4,999.96 | PROGRAM/CATEGORY (CODE AND TITLE) Support | | | FUND TITLE Federal | Department of General Services Use Only |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0 | (OPTIONAL USE) Vendor # | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$4,999.96 | ITEM 3540-001-0001 | CHAPTER 23 | STATUTE 2016 | FISCAL YEAR 16/17 | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 16-9214-418.99-92691 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | T.B.A. NO. | B.R. NO. | |
| SIGNATURE OF CDF ACCOUNTING OFFICER X | | | DATE | | |

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: Mario Krstic, Chief of Police

THROUGH: John Jansons, City Manager *J.J.*

DATE: July 25, 2016

SUBJECT: School Resource / Youth Services Officer Contract

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve an Agreement with the Farmersville Unified School District (FUSD) for a second School Resource Officer position contingent on the FUSD Board approving same Agreement and authorize the City Manager to execute the Agreement.

BACKGROUND:

FUSD Administrative staff has been in contact with Farmersville Police Department staff and advised that LCAP funding has been secured for the contracting of a second Youth Services Officer to be assigned to the District. A draft of the YSO contract between the Farmersville Unified School District and the City of Farmersville has been provided to the District and will be considered by their Board at an upcoming meeting. If approved staff would enter into the agreement with FUSD to continue to provide two officers to the District to serve in the capacity of YSO's. The district would pay a \$75,000 flat rate that is approximately the equivalent of eleven twelfths of an entry level officer's salary and benefits. The City would be responsible for any equipment and training costs as would normally be associated with having an officer on staff. Also included in the contract is a mechanism for incremental increases to the cost based on specific formula. (A draft agreement is attached for council's review.)

DISCUSSION:

Staff feels that the YSO position has been of mutual benefit to both the FUSD and FPD as well as the community. Having only a single YSO position causes it to get stretched thin covering 6 school sites and maintaining the second position assigned to the district will further enhance safety and security on our campuses as well as continued opportunities for the officers to become more involved with students, faculty and parents. Staff views this potential addition as a Win-Win for all involved.

COORDINATION & REVIEW:

This is a currently budgeted position for the Farmersville Police Department. Staff has reviewed the financial aspects of the agreement with the Finance Department as well as the City Manager's office.

ALTERNATIVES:

Staff views this agreement as mutually beneficial to the Department, the City, the District, and the Community. The only alternative is to not enter into the agreement and loss the potential benefits and opportunities the position would provide

FISCAL IMPACT:

This is a currently budgeted position for the Farmersville Police Department for the 2016/2017 fiscal year. Staff has recommended a three-year term for the agreement and is of the understanding the LCAP funding the school district has earmarked for the position is also a three-year term.

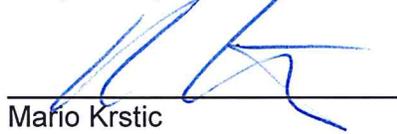
CONCLUSION:

It is respectfully recommended that the City Council approve an Agreement with the Farmersville Unified School District (FUSD) for a second School Resource Officer position contingent on the FUSD Board approving same Agreement and authorize the Mayor to execute the Agreement.

ATTACHMENT(S): 1

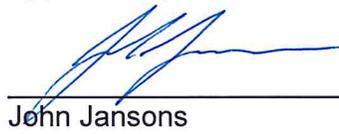
- 1) Draft agreement for SRO / YSO with the FUSD

Respectfully Recommended:



Mario Krstic
Chief of Police

Approved By:



John Jansons
City Manager

**AGREEMENT FOR YOUTH SERVICES OFFICER
BETWEEN FARMERSVILLE UNIFIED SCHOOL DISTRICT
AND CITY OF FARMERSVILLE**

THIS AGREEMENT, is entered into as of July 1, 2016, between the CITY OF FARMERSVILLE, on behalf of the Farmersville Police Department, referred to as the CITY, and FARMERSVILLE UNIFIED SCHOOL DISTRICT, referred to as the SCHOOL DISTRICT, with reference to the following:

- A. The Parties mutually desire to maintain a Police Department Youth Services Officer (YSO), on the SCHOOL DISTRICT's campuses throughout fiscal years 2016-2017, 2017-2018, 2018-2019, for the purpose of providing police presence and services, providing support and direction to the youth and staff of the District, and providing criminal/juvenile investigative services.
- B. Pursuant to Education Code section 45103.1(b)(2), the services contracted are not available within the SCHOOL DISTRICT, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- C. The parties are willing to enter into this Agreement upon the terms and conditions set forth;

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement shall become effective July 1, 2016, and shall terminate on June 30, 2019, unless otherwise terminated as provided in the Agreement.
- 2. **SERVICES:** The CITY shall provide to the SCHOOL DISTRICT:
 - A. One YSO, assigned to the SCHOOL DISTRICT.
 - B. The YSO shall perform those specific services more particularly described in Exhibit A, which exhibit is made part of this Agreement by reference.
 - C. The YSO will be scheduled to be at the school of their respective assignment during the hours and times mutually agreed upon by the District and the City. Those times are usually during the school day, before school, during the lunch break and immediately after the school day come to an end.
 - D. Regarding time away from work for vacations, training or other time off from campus, reasonable efforts will be made by the management of the

City's Farmersville Police Department to schedule the YSO's time off at a time which least interrupts the day-to-day operations of the assigned campus.

- E. The YSO is a Peace Officer as defined in the California Penal Code and are employed by the City of Farmersville Police Department, answerable directly and solely to the Chief of Police or the Chief's designee and as such are supervised by Department management and his/her assigned first line supervisor.
- F. All persons providing the services to the SCHOOL DISTRICT provided for herein, shall be employees of the CITY and shall at all times be subject to the direct supervision and control of the Farmersville Police Department. The CITY shall have the sole responsibility of paying the salaries, taxes (including, but not limited to, federal Social Security taxes, and federal and California unemployment taxes), workers compensation insurance and all expenses related to each employee of the CITY.

3. RESPONSIBILITIES OF THE DISTRICT: The District agrees to provide the following:

- A. One parking stall in the parking lot for the Farmersville High School, Farmersville Junior High School, and Deep Creek Academy to be marked "Farmersville Police Department Vehicles Only."
- B. The SCHOOL DISTRICT shall maintain adequate office space on-site, along with a desk, telephone, school site radio, office supplies and a computer to access CITY and SCHOOL DISTRICT e-mail.
- C. The SCHOOL DISTRICT will designate a site administrator as the liaison to the YSO and provide a system of accountability conducive to the normal operations of both the City and the SCHOOL DISTRICT.
- D. In order to maintain the success of the program, the SCHOOL DISTRICT shall provide timely feedback to the supervising Chief of Police and designated SCHOOL DISTRICT Manager in those incidences where the SCHOOL DISTRICT may have concerns related to the performance of the assigned YSO, or questions related to the content of this agreement.

4. FINANCIAL OBLIGATIONS:

- A. The parties to this Agreement agree to the following financial obligations:

- 1) The District and the City hereby agree to share in the costs, salaries, benefits, vehicle maintenance and estimated overtime of one (1) YSOs (at the same pay level of a City Police Officer) each.
 - i. The City will fund one-twelfth (1/12) of the cost associated with one (1) YSO position, including salaries and benefits. Additionally, the City will fund one-hundred percent (100%) of all other costs associated with one (1) YSO position, including, but not limited to, training and equipment.
 - ii. The District will fund a flat rate of \$75,000 which is approximately eleven-twelfths- (11/12) of the cost associated with the one (1) YSO position, including salaries and benefits.
 - B. District costs for 2017-2018 and 2018-2019 shall be adjusted/increased by a 3-year moving average of the U.S. All Cities CPI, Mar to Mar Index, as published by the U.S., Bureau of Labor Statistics, and such costs shall also be increased based upon the final labor agreement reached between City and Peace Officers' bargaining unit.
 - C. The City of Farmersville will provide the District with an invoice at the end of each quarter for the costs noted above as they apply to that quarter. The District shall pay that invoice within 30 days to the City of Farmersville.
 - D. City will assume responsibility for all Program costs above District costs.
5. **INDEMNITY:** The SCHOOL DISTRICT and the CITY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
6. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY or SCHOOL DISTRICT, that the CITY or SCHOOL DISTRICT shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least Sixty (60) days prior written notice of such termination.
7. **EMPLOYEE STATUS:** It is mutually understood and agreed that the YSO at all times while carrying out this Agreement shall be acting as CITY employee(s) and shall have the status of independent contractor(s) as to the SCHOOL DISTRICT. The CITY shall retain the right to control and direct the services of the YSO assigned pursuant to this

Agreement, and shall retain the usual management rights, powers and authority of an employer over such employee.

8. **NOTICE:** Except as may otherwise be required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

John Jansons
City Manager
City of Farmersville
909 W. Visalia Rd.
Farmersville, CA 93223
Fax No: (559) 747-6724
Confirming No: (559) 747-0458

SCHOOL DISTRICT:

Superintendent
Farmersville Unified School District
571 East Citrus
Farmersville, CA 93223
Fax No.: (559) 592-2203
Confirming No.: (559) 592-2010

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

9. **ASSIGNMENT:** No part of this Agreement may be assigned by either party without the prior written consent of the other party.

10. TERMINATION:

- A. Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Upon receipt of a notice of termination or cancellation, either party shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- B. With Cause: This Agreement may be terminated by either party should the other party:
- i. be adjudged a bankrupt, or
 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or
 - iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - v. materially breach this Agreement.

For any of the occurrences except item (v.), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- C. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.
- D. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SCHOOL DISTRICT for which CITY's services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the CITY and the SCHOOL DISTRICT as to its subject matter and

no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

- 12. HEADING:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the heading.
- 13. CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
- 14. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 15. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 16. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party.
- 17. FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonable required to affect the purposes of this Agreement.
- 18. ENTIRE AGREEMENT REPRESENTATED:** This Agreement represents the entire agreement between the CITY and the SCHOOL DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF FARMERSVILLE

Date: _____

By _____

Title _____

“CITY”

FARMERSVILLE UNIFIED SCHOOL DISTRICT

Date: _____

By _____

Title _____

“School District”

EXHIBIT A

SCOPE OF SERVICES OF YOUTH SERVICES OFFICER

1. The YSO shall provide the following to the campus of his/her respective assignment as well as any campus/facility deemed necessary by the Chief of Police:
 - A. The primary YSO attire will be the police service uniform, with the only exception to this dress code being authorized by the Chief of Police or other designee of the Chief of Police.
 - B. City vehicles utilized by the YSO will be a marked police vehicle, provided by the City.
 - C. The YSO will work on his/her assigned campus at his/her primary workstation throughout the school year in a collaborative manner with the site administrators and staff maintaining the highest level of visibility possible.
 - D. The YSO may be called to duty off-campus only in the event that the Governor of the State of California, the President of the United States or the Chief of Police declares a serious emergency situation and no other resources are available or have been expended. Declare a state of emergency. Other short term absences from the assigned campus by the YSO may occur for administrative, training or other reasons as deemed desirable by the CITY, but only upon prior notice to the SCHOOL DISTRICT's Superintendent or designee.
 - E. The YSO will develop and maintain open communication and accountability with the administration of their assigned campus, and foster and maintain that accountability with the management of the school so the District is always aware of the YSO's status on/off campus.
 - F. The YSO will make a positive effort to interact with students as a representative of the Farmersville Police Department and act as an adult role model outside the classroom, on the playground, or during any school activity.
 - G. The YSO will utilize intervention, prevention or suppression skills with the students who are involved in criminal activity or are in need of special attention, counseling or enforcement.
 - H. The YSO will conduct investigations of criminal/juvenile related cases, where either the victim, witness or suspect attends the school of the YSO's assignment, whether the case is an on-site case or case which was assigned as a follow-up investigation.
 - I. The YSO will work with the SCHOOL DISTRICT to see that all critical information, involving criminal activity, shall be filtered to the schools.

- J. The YSO shall make every effort to see that school employees understand the instructional, investigative, or enforcement role of the YSO and how to best utilize the services provided by the CITY's Police Department.
- K. The YSO will provide bomb investigation and evacuation training to school site and appropriate district personnel.

**AGREEMENT FOR YOUTH SERVICES OFFICER
BETWEEN FARMERSVILLE UNIFIED SCHOOL DISTRICT
AND CITY OF FARMERSVILLE**

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City's Farmersville Police Department to schedule the YSO's time off at a time which least interrupts the day-to-day operations of the assigned campus.

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- D. In order to maintain the success of the program, the SCHOOL DISTRICT shall provide timely feedback to the supervising Chief of Police and designated SCHOOL DISTRICT Manager in those incidences where the SCHOOL DISTRICT may have concerns related to the performance of the assigned YSO, or questions related to the content of this agreement.

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 6. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the CITY or SCHOOL DISTRICT, that the CITY or SCHOOL DISTRICT shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least Sixty (60) days prior written notice of such termination.
 7. **EMPLOYEE STATUS:** It is mutually understood and agreed that the YSO at all times while carrying out this Agreement shall be acting as CITY employee(s) and shall have the status of independent contractor(s) as to the SCHOOL DISTRICT. The CITY shall retain the right to control and direct the services of the YSO assigned pursuant to this

Agreement, and shall retain the usual management rights, powers and authority of an employer over such employee.

8. **NOTICE:** Except as may otherwise be required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CITY:

John Jansons
City Manager
City of Farmersville
909 W. Visalia Rd.
Farmersville, CA 93223
Fax No: (559) 747-6724
Confirming No: (559) 747-0458

SCHOOL DISTRICT:

Superintendent
Farmersville Unified School District
571 East Citrus
Farmersville, CA 93223
Fax No.: (559) 592-2203
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 - ii. become insolvent or have a receiver appointed, or
 - iii. make a general assignment for the benefit of creditors, or
 - iv. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - v. materially breach this Agreement.

For any of the occurrences except item (v.), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

- C. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.
- D. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of SCHOOL DISTRICT for which CITY's services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

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- 13. CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
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- 16. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party.
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF FARMERSVILLE

Date: _____

By _____

Title _____

“CITY”

FARMERSVILLE UNIFIED SCHOOL DISTRICT

Date: _____

By _____

Title _____

“School District”

EXHIBIT A

SCOPE OF SERVICES OF YOUTH SERVICES OFFICER

1. The YSO shall provide the following to the campus of his/her respective assignment as well as any campus/facility deemed necessary by the Chief of Police:
 - A. The primary YSO attire will be the police service uniform, with the only exception to this dress code being authorized by the Chief of Police or other designee of the Chief of Police.
 - B. City vehicles utilized by the YSO will be a marked police vehicle, provided by the City.
 - C. The YSO will work on his/her assigned campus at his/her primary workstation throughout the school year in a collaborative manner with the site administrators and staff maintaining the highest level of visibility possible.
 - D. The YSO may be called to duty off-campus only in the event that the Governor of the State of California, the President of the United States or the Chief of Police declares a serious emergency situation and no other resources are available or have been expended. Declare a state of emergency. Other short term absences from the assigned campus by the YSO may occur for administrative, training or other reasons as deemed desirable by the CITY, but only upon prior notice to the SCHOOL DISTRICT's Superintendent or designee.
 - E. The YSO will develop and maintain open communication and accountability with the administration of their assigned campus, and foster and maintain that accountability with the management of the school so the District is always aware of the YSO's status on/off campus.
 - F. The YSO will make a positive effort to interact with students as a representative of the Farmersville Police Department and act as an adult role model outside the classroom, on the playground, or during any school activity.
 - G. The YSO will utilize intervention, prevention or suppression skills with the students who are involved in criminal activity or are in need of special attention, counseling or enforcement.
 - H. The YSO will conduct investigations of criminal/juvenile related cases, where either the victim, witness or suspect attends the school of the YSO's assignment, whether the case is an on-site case or case which was assigned as a follow-up investigation.
 - I. The YSO will work with the SCHOOL DISTRICT to see that all critical information, involving criminal activity, shall be filtered to the schools.

- J. The YSO shall make every effort to see that school employees understand the instructional, investigative, or enforcement role of the YSO and how to best utilize the services provided by the CITY's Police Department.
- K. The YSO will provide bomb investigation and evacuation training to school site and appropriate district personnel.



City Council

Staff Report

TO: Honorable Mayor and City Council
FROM: John Jansons, City Manager *[Signature]*
DATE: July 25, 2016
SUBJECT: Request for Fee Wavier for City Community Center

RECOMMENDED ACTION:

That the City Council consider a request by Team KO Training Center on behalf of KO Kids Wrestling Club, to use the City's Community Center free of charge to host a youth karate tournament on July 29, 2016.

BACKGROUND:

Reservation, management and revenue from use of the City's Community Center was assigned to the Boys and Girls Club of the Sequoias (B&G Club) by the Council for non-city sponsored events or activities. City produced or sponsored activities take priority in scheduling and do not allow B & G Club to charge the City or its partner organizations to use the facility.

DISCUSSION:

Team KO Training Center, sponsor of the KO Kids Wrestling Club (KO) submitted a request on July 8, 2016 to use the City Community Center free of charge to host a youth karate tournament on July 30, 2016. This request was submitted after the deadline for the Fiscal Year 2016-2017 Sponsorship Program request and the 2016-2017 Funding awards previously established and subsequently approved by the City Council.

At the July 11, 2016 City Council meeting, KO Kids presented this request and the City Council directed Staff to place this request on the July 25th Agenda for consideration by the City Council.

Options:

- 1) The City Council may agree to "sponsor" the tournament proposed thereby eliminating any fee paid to B & G Club, or
- 2) Pay the B & G Club an equivalent fee to provide the Community Center to KO Kids at no charge to them, or

- 3) Deny the request and KO Kids can reserve and pay B & G Club the customary fee from the proceeds they derive in charging registration fees to participants and participating clubs / leagues involved in their tournament.

Should the City Council decide to either partner or sponsor this event, the City Council choose to condition such assistance by requiring Team KO Training Center /KO Kids Wrestling be responsible and held accountable to the Boys and Girls Club directly for any cleaning or security deposits required.

FISCAL IMPACT:

Sponsorship would deny the B & G Club approximately \$405.00 that they would have received for subletting the facility to an outside organization,

Payment of the fee of \$405.00 by the City would debit, in that amount, the Recreation Fund for Fiscal Year 2016-2017 thereby limiting future sponsorship opportunities by the City.

Either Team KO or the City would have to provide \$150.00 to the B & G Club for the security / cleaning deposit, refundable if the facility is returned clean and free from any damage caused by the users.

CONCLUSION:

That the City Council consider the request by Team KO Training Center on behalf of KO Kids Wrestling Club, to use the City's Community Center free of charge to host a youth karate tournament on July 29, 2016.

ATTACHMENT(S): 1

- 1) Request for Fee Waiver Submitted by Team KO Training Center

Prepared and Submitted By:



John Jansons
City Manager

*Received
July 8, 2016*

TO Whom it may Concern:

City of Farmersville

WE Team KO P are asking the city to waive the fees for the use of the Boys and Girls Club on July 30 ,2016 for the First Annual Karate Tournament. We promote excellence in wrestling and positively influence the lives of kids in Farmersville and Tulare County communities, by developing a commitment to wrestling through a fun and affordable team oriented experience at practices and competitions, emphasizing sportsmanship ,team work, skill building, physical conditioning ,goal setting a competitive spirit, hard work and a winning attitude. Our goal is to help guide our athletes to become the best and prepare them to face all of life's challenges. With the monies we get the thur the Tournament we will be getting new equipment , for the training center....

Thank you in advance

Team KO Training Center



BOYS & GIRLS CLUBS
OF THE SEQUOIAS

JUL 8 '16 PM 2:36

FARMERSVILLE COMMUNITY CENTER FACILITY RESERVATION APPLICATION

623 N. Avery - Farmersville, CA 93223
Phone: (559) 592-4074 Fax (559) 592-5759

Organization Name (if applicable): Team KO Training Center - KO Kids Non-Profit Identification#: 81-1534213

Primary Contact: Danny Valdivinos Day Phone: 403-3429 Evening Phone: _____

Cell Phone: _____ Fax: _____ Email: _____

Mailing Address: 448 Farmersville Blvd City/ST: Farmersville Zip Code: 93223

Alternate Contact Name (if applicable): Juan Jimenez Day Phone: 559-723-9663

Cell Phone: _____ Fax: _____ Email: _____

REQUESTED USAGE:

Day(s): Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date: July 30~~th~~, 2016

Type of Event: Karate Tournament

Event Decoration/Set-Up Time: 7am Event Start Time: 10am

Event Clean Up Time: _____ Event End Time: 4pm Anticipated Total Attendance: 150-200

Which room do you want to rent? Recreation/Multi-purpose Gym

*Will you need access to Kitchen? Yes No
Serving food/beverage? Yes No
Selling food/beverage? Yes No

Food will be provided by: Renter Caterer
Caterer Name: _____

Will alcohol be served? /wine only Yes No
Will alcohol be sold? Yes No
Is there an admission charge? Yes No
Is this event open to the public? Yes No
Will event need access to podium? Yes No

Will there be music? Yes No
Music Source: Live Band DJ Recorded
Will you need access to Stage? Yes No

Groups requiring time to decorate, or make other preparations, must note time on permit application. A reduced fee charge per hour is allowed. No public may enter the building at this time. Up to 2 hours is allowed at a discounted rate and must occur just before your opening time. No night before decorating is allowed. **The use of cellophane adhesives, nails, screws or staples, glitter, confetti, rice, birdseed, loose flower petals, hay or any other loose materials are not permitted in the building.** Only blue painters tape is acceptable. All decorative material must be flame resistant. All equipment and decorations must be removed at the end of the reservation. Facilities must be left in good, clean condition when the activity is complete. Storage is not available either before or after the event. This includes food, beverages, floral arrangements, equipment, etc. Delivery/pick up of supplies or equipment is required during the reserved rental times. Boys & Girls Club staff is not responsible for any items left in the facility after your scheduled event has concluded.

D.V

Clean Up:

The renter is responsible for assuring the clean-up for all areas used. This includes kitchen, areas in need of mopping due to spilled beverages and assistance with take down of tables and chairs. Building attendants will remove garbage, clean restrooms and assume other basic custodial cleaning.

By the end of the reserved time a renter is responsible for taking down all decorations, removing trash to the proper area. **Additional hours of required cleaning post rental due to messy rentals, will lead to deduction in facility damage/cleaning deposit return.**

D.V

Renter Conduct:

The renter is solely responsible for any and all accidents or injuries to persons or property resulting from use of the facilities. The renter shall be responsible for the control and supervision of all people in attendance. The renter shall take care to see that no damage is done to the facility and that all of the attendees conduct themselves in an orderly manner in and around the facility, including the parking lot. If damages or behavior of the group are deemed inappropriate or unsafe for any reason, the function may be stopped in progress and denied further use of the facility. In addition, if it becomes necessary during the course of the function to summon the police for any reason, all or part of the **damage/cleaning deposit** may be forfeited.

Noise Levels:

The use of sound amplification equipment is allowed. In order not to disturb our neighbors, the sound level may not exceed the City of Farmersville allowable noise level.

Security Guard Services:

Professional security guard services are required for all public and private gatherings including dances or music and any event that includes alcohol. The user expressly agrees as condition of use agreement, which is intended for the protection and safety of the public property, to employ security officers as determined on Rental Fee page of this agreement. Security officers shall be furnished by a licensed private security service. The user agrees to pay the private security service directly. A copy of the contract must be provided to the Boys & Girls Club at least one week prior to the event. It is understood in this connection that the security service shall be the agent of the user and not that of Boys & Girls Clubs. If security officers do not arrive at the event, the dance/music or alcohol will not be allowed.

Damages:

Any damage incurred to the walls, windows, tables, chairs, or any or the property will be deducted from the **damage/cleaning deposit** and is the responsibility of the renter. This includes litter of parking lot, patio area, and lobby or any excessive cleaning done by our staff. Renters will be billed for damages, cleaning expenses, and staff overtime in excess of the deposit or for total damages.

REFUND POLICY:

Refunds on damage/cleaning deposit and dance/music deposits are based on compliance with the rental contact, as well as the security and clean-up requirements. To receive a full refund on the

Falsification of estimates could result in the limitation of guests allowed in the building. All alcohol must remain inside the facility.

- An adult must distribute all alcohol from behind a table or a bar to individuals over the age of 21 and is responsible for insuring that no minors are served. Those adults serving alcohol must check ID's of individuals looking of questionable age.
- Wine and champagne must only be served by a designated server or servers; and consumed out of paper cups, plastic ware or distinguishable containers only. All beverage cans, bottles, and similar containers are prohibited in the Center at all times.

D.V
Alcohol Beverages Sold

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) must be provided to the Boys & Girls Club and Farmersville Police Department two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Farmersville Police Department to present to ABC prior to applying for liquor permit. There is a two (2) week waiting period for the letter of permission.

D.V
No smoking is allowed inside the building or on the community center property or within 20 feet of entrances/exits to the building.

D.V
Public Dances/Concerts. Invitational dances may be held by any local community or service organization. All proceeds must go to local community projects and/or local charity. Attendance must be by written invitation only or by invitational bids and the invitation or bid presented at the door. Admission will not be collected at the door. All public dances or concerts must have written permission from the Farmersville police department.

Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, etc., not sponsored by local community or service organizations, may be held in the facility providing the following:

- No admission fee or collection is assessed.
- Admission is by written invitation only and the invitation is presented at the door.
- Security is provided as required.
- Caterer or Vendors must apply for a City of Farmersville Business License.

D.V
Chaperones:

Programs involving youth under age 18 must be supervised by an adult at all times with a minimum of one (1) chaperone per 20 youth.

D.V
Facility Staff:

A building attendant will unlock/ lock the building, answer any questions, and assist in the protection of property. Additionally they are present to assist in set up and close of the rental. Please report any facilities problems to the building attendant immediately. Building attendant will have complete authority over the facility.

D.V
Set Up:

The facility set-up plan will be required with other permits at least 2 weeks prior to the rental. Note: changes can be made during decoration time; however the facility will be set up as specified by the renter on the set-up plan. Renters will not be allowed into the facility to decorate until the beginning of paid reservation. Pool tables in multi-purpose room may not be moved.

D.V
Decoration/ Storage:

damage/cleaning deposit, the building must be cleaned, and cleared of all guests, rental party, etc. at the agreed upon time. Caterers, musicians, etc. may continue cleaning up during the last hour of the rental time. The renter is responsible for caterers, musicians, photographers, and guests tardiness and may have all or part of their security deposit withheld if they go over the agreed upon rental time. The renter will be billed for any damages or extra staff time not covered by deposit.

Deposit will be refunded at discretion of BGCS and in full if facility is left clean and undamaged and rules and policies are followed. Allow up to four (4) weeks for processing and return of deposits.

D.V

CANCELLATIONS:

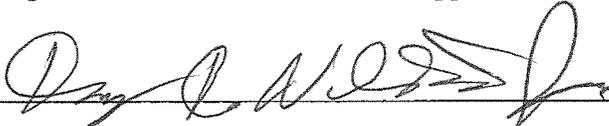
All cancellations at least 2 weeks prior to the event will be charged the \$25 reservation fee. Cancellations between one and two weeks will be charged \$75 and less than one week will be charged the full damage/cleaning deposit (\$150).

D.V

BGCS has the right to cancel the event if deposit(s) have not been paid by date due or other required paperwork has not been submitted by date due.

I hereby certify that I have read and agree to abide by the policies and regulations set forth by this agreement, and I understand that failure to comply may result in the cancellation of use of the facility. I agree as representative of the group or organization to hold the Boys & Girls Clubs of the Sequoias (Club) and City of Farmersville (City) harmless, indemnify and defend the Club and City and all its officers, employees, volunteers and independent agents from any claim, damage, demand, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person or injury to any property, resulting from misconduct, negligent acts, or of any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the Club or City or any of its officers, employees, volunteers or agents.

The Boys & Girls Club has the authority to approve applications. Facility rentals are not confirmed until the application has been approved in writing by authorized staff of the Boys & Girls Club. Permits are immediately revocable if false statements were made when reserving a facility or if an individual or group willfully violated any city ordinance, facility policies or regulations. Fees will be retained in the event that the activity is terminated due to violation of any city ordinance, rule or regulation, or the falsification of the application.

User signature:  Date: 7/8/2014

Approved for use on date(s) and times indicated on agreement

B&GC signature: _____ Date: _____

FACILITY RESERVATIONS: (Please initial that you understand reservation rules)

D.O.V

Facility Application: Applicants must be 21 years of age or older. Applications are accepted on first come, first served basis, with preference given to ongoing and City sponsored programs. Reservation for public special events may be submitted up to one year in advance. Private rental may be submitted up to 6 months in advance. The completed facility application must be submitted to Boys & Girls Club staff to process.

D.V

Application Confirmation: No reservation is confirmed until the completed reservation form has been approved and all payments/permits are on file with the Boys & Girls Club. This must be done no less than 2 weeks prior to the scheduled event.

D.V

Liability Insurance: A Certificate of Liability Insurance is required for facility reservations. Renters are to provide proof of liability insurance with minimum coverage of \$1,000,000, naming the City of Farmersville, its officers, officials, employees, agents, representatives, and volunteers and Boys & Girls Clubs of the Sequoias as additional insured. If alcohol is served at the event, the policy must specifically state that it covers an event with alcohol. Contact your local insurance agent to obtain insurance. **Failure to provide appropriate documentation will result in cancellation.**

D.V

Payment Deadline:

All required fees and deposits must be paid in full no later than two (2) weeks prior to the event date.

D.V

Room Capacities:

The capacity of the gymnasium is 500 with banquet seating and 550 with concert-style chair seating. The capacity of the recreation/multi-purpose room is estimated (175) Note: Pool table may not be moved. Capacities of rooms may not be exceeded at any time.

D.V

Alcohol/Smoking:

Alcohol may not be served where the majority (50% plus one) of the guests in attendance will be under the age of 21. Alcohol is not allowed at youth-focused events (Quincenearas, birthday parties, proms, dances, etc). When filling out the application, you must state whether alcohol will or will not be served or sold during the rental.

- ONLY wine and champagne can be served during rentals (no hard liquors).
- Alcohol may not be served or sold prior to the scheduled start of the event. Security must be present before alcohol can be served.
- Under-age drinking at any event is strictly prohibited. If this occurs, the party will be stopped immediately. The renter is responsible for making sure that under-age drinking does not take place.
- The service of alcohol at any event is limited to a maximum of five hours. All serving of alcohol beverages must cease no later than 11:00 pm and/or must end one hour before the time stated on the contract for the event to end. All alcohol must be removed from the facility no later than 12:00 am midnight.
- If alcohol is served, the renter is required to hire one or more security officers from a security firm designated by the City of Farmersville (see rental fee form for numbers required).

**City of Farmersville
Approved Security Companies**

AAA Security
321 Noble Ave.
Farmersville, CA 93223
(559) 594-5600

Western Executive Protection
4500 S. Laspina
Tulare, CA 93274
(559) 687-8889

California Condor Security
1844 S. Mooney Blvd., Suite M
Visalia, CA 93277
(559) 733-4300

Harrison Security
PO Box 6547
Visalia, CA 93290
(559) 635-1171

Farmersville Community Center/Exeter Club/ Teen Center Facility Rental Fees

| Room | Date | Time | Fees | Total |
|------------------------------------|--|------------------------------|--|--|
| | | From To | (*add \$50 per hour for parties over 100 people) | |
| Decorate/Set-up | | | \$25/hour | 75 ⁰⁰ |
| Recreation Room/Teen Center | | | \$45/hour (2 hour min.) | |
| Gymnasium | | | \$55/hour* (2 hour min.) | 10 Am to 4 pm 6 hrs x \$55 = \$330 ⁰⁰ |
| Rec. Room & Gymnasium | | | \$75/hour* | |
| Kitchen | | | \$55 hr. | |
| Patio Area | | | No extra charge | N/C |
| Cleaning/ Damage Deposit | | | \$150 deposit | 150 ⁰⁰ |
| Dance/Stage Music deposit | | | \$250 deposit If applicable | \$405 ⁰⁰ +\$150 = Dep \$555 ⁰⁰ |
| Total due two weeks prior to event | Date payment due: _____ Security deposits will be returned no later than four (4) weeks following the event, provided there is no damage to the building or additional use or cleaning charges. | | | Fees: Deposits: Hold deposit -\$25 Total: |
| Security Guards | Professional security officers will be required as follows: Up to 100 persons 2 security officers More than 100 persons 3 security officers Number of security guards required _____ Date security officer contract due: _____ | | | |
| Other licenses/permits | Other licenses/permits/Insurance required _____ (eg. ABC permit for selling alcohol) by _____ <div style="text-align: center;">date</div> | | | |



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, City Manager 

DATE: July 25, 2016

SUBJECT: Senior Center Services: Sub-Recipient Agreement and Facility Use Agreement.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- 1) Approve and authorize the City Manager to execute the Sub-Recipient Agreement by and between the City of Farmersville and Community Services Employment Training for provision of enhanced activity and meal services at the Farmersville Senior Citizens Center located at 444 Gene Street, and
- 2) Approve and Authorize the Mayor to execute the Facility Use Agreement by and between the City of Farmersville and the Farmersville Senior Citizens Center located at 444 Gene Street.

BACKGROUND and DISCUSSION:

The 2014 grant awarded to the City of Farmersville (14-CDBG-9900) from the Community Development Block Grant program (CDBG) of the California Department of Housing and Community Development (HCD) originating from the U.S. Housing and Urban Development (HUD), provided funding to expand and enhance the delivery of services to elderly Farmersville residents at the Farmersville Senior Citizens Center (Senior Center) located at 444 Gene Street.

Initially, the City had sought to directly grant funds to the Farmersville Senior Center to expand and enhance their activity delivery, but it was mutually determined that the volunteer-based senior center did not have the internal capacity to manage the complexities associated with a CDBG grant and that a third party entity experienced with grant management and delivery would be needed to effectively carry-out the goal of expanding and enhancing services to Farmersville seniors and to comply and conform with complex State and Federal grant regulations.

The Community Services Employment Training Agency (CSET) was selected for this task as they successfully operate and manage several senior centers in Tulare County, including Woodlake and Porterville which have active and robust activities and services.

Activities:

The proposed agreement will allow the CSET to provide expanded and enhanced services to Farmersville's seniors as a sub-recipient of CDBG funds awarded to the City. These expanded and enhanced services primarily include, but are not limited to:

- Activity #1 Provide well balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day.
- Activity #2 Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals.
- Activity #3 Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

Goals and Targets:

The goals of this partnership is to provide the following level of service per each grouping of activities to Farmerville residents as follows:

| | Beneficiaries per Month | Beneficiaries Per Year |
|-------------|-------------------------|------------------------|
| Activity #1 | 367 Average | 3,427 Average |
| Activity #2 | 90 Average | 330 Average |
| Activity #3 | 374 Average | 3,492 Average |

Budget and Term:

The proposed budget to provide for enhanced and expanded services to Farmersville's seniors is \$139,535 under the term of the grant commencing on or about July 1, 2016 through October 31, 2017 with a possible extension of time requested from the State.

The Use Agreement:

The accompanying Facility Use Agreement is required by CA HCD to demonstrate site control to allow for the City's sub-recipient (vendor) CSET to deliver services at the building/property owned by Farmersville Senior Citizens Center Inc. since it is not owned, leased or controlled by the City.

Direction of the Council

This recommendation was presented to the City Council on July 11, 2016 at which time the City Council heard a presentation but took no action and directed Staff to further engage the Senior Center management and users and to return this item to City Council for further consideration at the July 25, 2016 meeting.

As a result, Staff did attend the July 12, 2016 meeting of the Senior Center General Membership and Board of Directors at which the Board of Directors voted in a majority to partner with the City and CSET to expand services at the Farmersville Senior Center.

COORDINATION & REVIEW:

The recommended action has been reviewed and coordinated with the City Attorney, CSET, Self Help Enterprises (the City's CDBG program manager) and the Farmersville Senior Citizens Center.

ALTERNATIVES:

None Proposed.

FISCAL IMPACT:

Approval of the recommendation would commit \$139,535 in CDBG funds to deliver enhanced and expanded services to Farmersville senior citizens.

CONCLUSION:

It is respectfully recommended that the City Council:

- 1) Approve and authorize the City Manager to execute the Sub-Recipient Agreement by and between the City of Farmersville and Community Services Employment Training for provision of enhanced activity and meal services at the Farmersville Senior Citizens Center located at 444 Gene Street, and

- 2) Approve and Authorize the Mayor to execute the Facility Use Agreement by and between the City of Farmersville and the Farmersville Senior Citizens Center located at 444 Gene Street.

ATTCHMENT(S): 2

1. Sub-Recipient Agreement
2. Facility Use Agreement

Recommended By:



John Jansons, City Manager

**SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN THE CITY OF FARMERSVILLE
AND
COMMUNITY SERVICES EMPLOYMENT TRAINING (CSET)
FOR
FARMERSVILLE CDBG SENIOR SERVICES**

THIS AGREEMENT, entered this _____ day of _____, 2016 by and between the CITY OF FARMERSVILLE (herein called the "Grantee") and COMMUNITY SERVICES EMPLOYMENT TRAINING (CSET) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering Senior Services funded through in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Provide well balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day.

Activity #2 Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals.

Activity #3 Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

All services will be provided at the Farmersville Senior Citizens Center, 444 N. Gene Street, Farmersville, CA 93223.

General Administration

Subrecipient will maintain daily program attendance records. Subrecipient will maintain financial records of expenses consistent with the purposes of this grant. Timesheets will be maintained on grant-funded employees segregating CDBG grant hours.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the LMC Limited Clientele National Objective of serving Elderly Persons. This objective will be met by clientele self-certifying that they meet the age criteria established for this program and by providing services to age eligible elderly persons.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

| <u>Activity</u> | <u>Beneficiaries per Month</u> | <u>Beneficiaries/Year</u> |
|-----------------|--------------------------------|---------------------------|
| Activity #1 | 384 Average | 3,326 Average |
| Activity #2 | 91 Average | 273 Average |
| Activity #3 | 390 Average | 3,378 Average |

See Exhibit A, Goals and Performance Measures.

D. Staffing

Under Activity #1, the Subrecipient will contract with a provider to cook and serve meals to elderly persons. Meals will be served to elderly persons at the Farmersville Senior Center located at 444 N. Gene Avenue or delivered to their homes. The lunch program will ramp up from an initial number of 10 elderly persons to a target goal of 25 elderly persons

per day. Meals will be served Monday through Friday, except for days on or near holidays that the Center is closed.

Under Activity #2, the Subrecipient will staff the Farmersville Senior Center weekday afternoons during days of extreme heat to provide shelter by offering an air conditioned setting during the hottest part of the day for up to 50 elderly persons. The Center has a capacity of 88 persons as approved by the City Fire Marshall, so there is ample capacity to serve 50 persons. The Center will provide information to the community letting elderly residents know of this service. It is unlikely that 50 persons would come to the Center at one time; however, the Center will be capable of accommodating them.

Under Activity #3, the Subrecipient will provide social interaction to combat and prevent clinical depression in elderly persons. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to a target goal of 25 elderly persons per day.

The Subrecipient will contract with providers as necessary to have services available through these activities. It is anticipated that 76 hours per month will be allotted by providers to carry out these services.

Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on September 1, 2016, and end on the CDBG Grant 14-CDBG-9900 expenditure deadline of October 31, 2017, unless the Department approves a one-year, in which case the end date will extend to October 31, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

| <u>Line Item</u> | <u>Amount:</u> |
|------------------------------------|------------------|
| Salaries | \$35,104 |
| <u>Fringe</u> | <u>\$14,442</u> |
| Salary & Benefits Total | \$49,546 |
| Meals | \$39,782 |
| Payroll Processing Fees | \$1,185 |
| Testing/medical/fingerprints | \$460 |
| Office Supplies | \$650 |
| Outreach | \$1,133 |
| Printing | \$549 |
| Mileage Reimbursement | \$692 |
| Professional Fee/Contract Services | \$511 |
| General Liability | \$1,785 |
| Transportation | \$10,053 |
| <u>Other – Activities</u> | <u>\$8,928</u> |
| Operations Total | \$65,728 |
| Indirect Costs (12.40%) | \$14,294.00 |
| <u>Grand Total</u> | <u>\$129,568</u> |

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$129,568 in CDBG Grant 14-CDBG-9900 funds. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

| <u>Grantee</u> | <u>Subrecipient</u> |
|---|---|
| John Jansons, City Manager City of Farmersville 909 W. Visalia Road Farmersville, CA 93223 Phone: (559) 747-0458 Fax: (559) 747-6724 | Mary Alice Escarsega-Fechner Community Services Employment Training (CSET) 312 N.W. 3 rd Avenue Visalia, CA 93291 Phone: (559) 732-4194, ext. 656 Fax: (559) 733-3971 |

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or

medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly/quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real

property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be

inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

“Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in

which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto;

provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers,

employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

City of Farmersville

Community Services Employment Training (CSET)

By _____
City Manager

By _____
Executive Director

Attest _____
City Clerk

Countersigned: _____
Finance Director

By _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

EXHIBIT A

GOALS AND PERFORMANCE MEASURES

ACTIVITY #1

LUNCH PROGRAM BREAKDOWN

| Month | Meals per Day | Days per Month | Meals per Month | Meals per Year |
|---------|---------------|----------------|-----------------|----------------|
| 2016 | | | | |
| Sep-16 | 8 | 22 | 176 | |
| Oct-16 | 10 | 23 | 230 | |
| Nov-16 | 10 | 22 | 220 | |
| Dec-16 | 12 | 22 | 264 | 890 |
| 2017 | | | | |
| Jan-17 | 12 | 22 | 264 | |
| Feb-17 | 14 | 20 | 280 | |
| Mar-17 | 14 | 23 | 322 | |
| Apr-17 | 15 | 20 | 300 | |
| May-17 | 15 | 23 | 345 | |
| Jun-17 | 16 | 22 | 352 | |
| Jul-17 | 16 | 21 | 336 | |
| Aug-17 | 18 | 23 | 414 | |
| Sep-17 | 18 | 21 | 378 | |
| Oct-17 | 19 | 22 | 418 | |
| Nov-17 | 20 | 22 | 440 | |
| Dec-17 | 20 | 21 | 420 | 4,269 |
| Jan-00 | | | | |
| Jan-18 | 20 | 23 | 460 | |
| Feb-18 | 20 | 20 | 400 | |
| Mar-18 | 21 | 22 | 462 | |
| Apr-18 | 22 | 21 | 462 | |
| May-18 | 22 | 23 | 506 | |
| Jun-18 | 22 | 21 | 462 | |
| Jul-18 | 23 | 22 | 506 | |
| Aug-18 | 23 | 23 | 529 | |
| Sep-18 | 24 | 20 | 480 | |
| Oct-18 | 24 | 23 | 552 | 4,819 |
| Total | | | 9,978 | 9,978 |
| Average | 18 | 22 | 384 | 3,326 |

ACTIVITY #2

COOLING CENTER BREAKDOWN

| Month | Days Over 100 Degrees | Persons Cooled per Day | Persons Cooled Per Month | Persons Cooled per Year |
|---------|-----------------------|------------------------|--------------------------|-------------------------|
| 2016 | | | | |
| Sep-16 | 8 | 10 | 80 | 80 |
| 2017 | | | | |
| Jun-17 | 4 | 10 | 40 | |
| Jul-17 | 16 | 10 | 160 | |
| Aug-17 | 9 | 10 | 90 | |
| Sep-17 | 8 | 10 | 80 | 370 |
| 2018 | | | | |
| Jun-18 | 4 | 10 | 40 | |
| Jul-18 | 16 | 10 | 160 | |
| Aug-18 | 9 | 10 | 90 | |
| Sep-18 | 8 | 10 | 80 | 370 |
| Total | | 90 | 820 | 820 |
| Average | 9 | 10 | 91 | 273 |

Based on 2014 NOAA Data for Hanford CA

ACTIVITY #3

SOCIAL INTERACTION BREAKDOWN

| Month | Social Interaction per Day* | Days per Month | Social Interaction per Month | Social Interaction per Year |
|---------|-----------------------------|----------------|------------------------------|-----------------------------|
| 2016 | | | | |
| Sep-16 | 10 | 22 | 220 | |
| Oct-16 | 10 | 23 | 230 | |
| Nov-16 | 12 | 22 | 264 | |
| Dec-16 | 13 | 22 | 286 | 1,000 |
| 2017 | | | | |
| Jan-17 | 13 | 22 | 286 | |
| Feb-17 | 14 | 20 | 280 | |
| Mar-17 | 14 | 23 | 322 | |
| Apr-17 | 15 | 20 | 300 | |
| May-17 | 15 | 23 | 345 | |
| Jun-17 | 16 | 22 | 352 | |
| Jul-17 | 16 | 21 | 336 | |
| Aug-17 | 18 | 23 | 414 | |
| Sep-17 | 18 | 21 | 378 | |
| Oct-17 | 19 | 22 | 418 | |
| Nov-17 | 20 | 22 | 440 | |
| Dec-17 | 20 | 21 | 420 | 4,291 |
| 2018 | | | | |
| Jan-18 | 20 | 23 | 460 | |
| Feb-18 | 20 | 20 | 400 | |
| Mar-18 | 21 | 22 | 462 | |
| Apr-18 | 22 | 21 | 462 | |
| May-18 | 22 | 23 | 506 | |
| Jun-18 | 22 | 21 | 462 | |
| Jul-18 | 23 | 22 | 506 | |
| Aug-18 | 24 | 23 | 552 | |
| Sep-18 | 24 | 20 | 480 | |
| Oct-18 | 24 | 23 | 552 | 4,842 |
| Total | | | 10,133 | 10,133 |
| Average | 18 | 22 | 390 | 3,378 |

*Based on number of persons.



July 14, 2016

C/O Fereleen Schultz
FARMERSVILLE SENIOR CITIZENS, INC.
444 North Gene Street
Farmersville, California 93223

RE: Senior Center Use Agreement

Thank you for agreeing to allow the City of Farmersville to use your facility to provide CDBG-funded senior services. This correspondence is intended to confirm the terms of our understanding ("**Agreement**") and is required in order for the City to secure CDBG funding. If your board of directors is in agreement, please have the appropriate officials sign at the bottom and return the original to us. If you desire a duplicate original, please sign two originals and we will return one to you after the City Council approves and signs.

1. This Agreement is entered into by and between City of Farmersville ("**CITY**"), as Licensee, and the FARMERSVILLE SENIOR CITIZENS, INC. ("**FSCI**") as Licensor.

Description of Property

2. FSCI is the owner or lessee of certain real property situated in the City of Farmersville known as the Farmersville Senior Center and located at 444 North Gene Street, Farmersville, California ("**Senior Center**").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this Agreement, FSCI grants to the CITY a license to perform the following acts at the Senior Center:

a. At no cost to the CITY, the CITY and its grant subrecipient and contractors shall have exclusive use of the Senior Center from Monday through Friday of each week between the hours of 8:30 a.m. and 5:30 p.m. for food services and programs which, at no cost to FSCI, will include the following activities beginning September 1, 2016 through October 31, 2018:

- Provide balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day;
- Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals; and
- Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

Other Rights and Obligations

4. The following incidental rights and obligations accompany the license and the use of the Senior Center:

- a. CITY or its authorized subrecipient or other designee shall have full and exclusive management authority over the Senior Center during the times of CITY's program use.
- b. During the times of CITY's program use the CITY shall be responsible for the cleanliness of all areas utilized including the restrooms.
- c. FSCI shall be exclusively responsible for payment of telephone, internet access, all utilities and janitorial services for the Senior Center.
- d. FSCI shall have exclusive use of the Senior Center when not in use by CITY.
- e. CITY shall not be obligated to provide facility management oversight, routine building, grounds maintenance and utility services although the City will, provide a stipend of up \$9,967 over 26 months (\$383 monthly) for utility expense associated with operating the facility as a Cooling Center and to offset other incidental utility costs such as gas, water, telephone or internet services in support of City sponsored activity delivery.

In exercising these rights and obligations, CITY must use reasonable care and may not unreasonably burden on the Senior Center.

License Non-assignable

5. This license is personal to the Licensee and shall not be assigned. No fee title or leasehold interest in the Senior Center is created or vested in the Licensee.

Term of License

6. This license shall be effective from September 1, 2016 through October 31, 2018.

Termination of License

7. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least ninety (90) days prior written notice following the establishment of services period of six months. On or before the effective date of termination of this license, CITY and its Contractors or Agents shall remove all of its personal property from the Senior Center and shall leave the Senior Center to FSCI in good order and repair, reasonable wear and tear excepted.

Default

8. In the event CITY fails to comply with any of the material terms of this Agreement, this license may be revoked by FSCI upon CITY's receipt of written notice of the violation and its failure to begin to cure within fifteen (15) working days.

Subject To Funding

9. If funding for this Agreement is dependent on any state or federal grant or funds, CITY reserves the right to reduce the level of services to match reduced levels of funding, or at CITY's option, CITY may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

Entire Agreement

10. This Agreement constitutes the entire agreement between FSCI and CITY relating to the subject matters discussed herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

No Third-Party Beneficiaries Intended

11. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

If FARMERSVILLE SENIOR CITIZENS, INC., is in agreement with what is outlined in this letter, please sign and return with an original signature. Thank you for your willingness to work with us in this capacity.

Sincerely,



John Jansons, City Manager

OWNER/LESSOR

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

FARMERSVILLE SENIOR CITIZENS, INC.

FARMERSVILLE SENIOR CITIZENS, INC.



FERELEEN SCHULTZ
Fereleen Schultz, President (date)



Jay Sisk
(date)
Secretary,

[Please sign and print name above]

_____,
CFO, or assistant of either
[Please sign and print name above]

CITY:

APPROVED AS TO FORM:

Gregorio Gomez, Mayor (date)

City Attorney or Deputy (date)

ATTEST:

City Clerk or Deputy (date)



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, City Manager 

DATE: July 25, 2016

SUBJECT: Consider request for a Letter of Public Convenience or Necessity for a Type 20 Off-Sale Alcohol License (Beer and Wine) License for Rite Aid located at 1710 N. Farmersville Blvd.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve the request for a Letter of Public Convenience or Necessity for a Type 20 Off-Sale Liquor License (Beer and Wine) for Rite Aid Corporation located at 1710 N. Farmersville Blvd.

BACKGROUND and DISCUSSION:

The Department of Alcoholic Beverage Control (ABC) has advised City staff and the applicant that the issuance of this license would cause an over saturation of liquor licenses for off-sale alcohol sales in census tract 14 in which the new Rite Aid Pharmacy/Drug Store is opening this Fall. Currently, ABC allows for up to five license in this census tract, and there are currently five license in effect, so the issuance of this license to Rite Aid would create oversaturation by one license if granted.

Under Business and Professions code 23958.4 the new license application must be denied unless the governing body of the jurisdiction, the City Council, declares under sections 23958 and 23958.4 B&P that there is a "Public Convenience or Necessity" that would be served by granting the license.

The applicant contacted City staff and asked that the City Council consent to their request for a license (Attachment 1).

If Council agrees that allowing Rite Aid to include Beer and Wine sales among its product line offered in the new store serves a public convenience or necessity, then Staff will prepare a letter to that affect for the Mayor to sign and send to ABC indicating local consent to issue the license.

The new Rite Aid is scheduled to open on or about October 20, 2016.

COORDINATION & REVIEW:

The recommendation to support the issuance of a liquor license for Rite Aid and been coordinated with and reviewed by planning and police department staff.

FISCAL IMPACT:

Permitting alcohol sales will increase the sales tax revenue received by the City from this business.

CONCLUSION:

It is respectfully recommended that the City Council approve the request for a Letter of Public Convenience or Necessity for a Type 20 Off-Sale Liquor License (Beer and Wine) for Rite Aid Corporation located at 817 N. Farmersville Blvd.

Attachment(s): 1 – Request for Letter of Convenience / Necessity

Recommended By:



John Jansons, City Manager



Attachment 1

MAILING ADDRESS
P.O. Box 3165
Harrisburg, PA 17105

GENERAL OFFICE
30 Hunter Lane
Camp Hill, PA 17011

717.761.2633

(VIA EMAIL TO jjansons@cityoffarmerville-ca.gov)

July 13, 2016

Attn: Mr. John Jansons
City Manager
City of Farmersville

RE: Thrifty Payless Inc
DBA Rite Aid #6764
1710 N Farmersville Blvd
Farmersville CA 93223-2306
Request of Letter of Public Convenience or Necessity

Dear Mr. Jansons:

It was a pleasure speaking with your today. As you are aware, we intend to open the above referenced Rite Aid store on or about October 20, 2016, and have made application to the CA Department of Alcoholic Beverage Control (ABC) for a Type 20 Off-Sale Beer & Wine license for the site.

Our newly constructed store at 1710 N Farmersville Boulevard, is in census tract 14. The ABC has informed us that census tract 14 has an over concentration alcohol licenses and is requiring us to obtain a Letter of Public Necessity or Convenience from the City of Farmersville.

Enclosed please find our statement of Public Necessity or Convenience. Upon review, please schedule our request for next appropriate City Council Meeting as agreed. Upon City Council's approval of our request, and in addition to any letters of Public Necessity or Convenience issued by the City, please also complete and sign Part 3 of the enclosed ABC 245 and return it to the attention of Jim Akers, Rite Aid Corporation, 30 Hunter Lane, Camp Hill, PA 17011.

As I mentioned, today is my last day with Rite Aid Corporation. If you should have any questions or if you require additional information, please contact Jim Akers directly at (717) 214-8545, fax (717) 730-7762, or email jakers@riteaid.com. Thank You. Your prompt assistance in this matter is greatly appreciated.

Very Truly Yours,
THRIFTY PAYLESS, INC.

Tina Macier
Licensing Supervisor

**Thrifty Payless Inc's Statement Regarding
Public Necessity and Convenience - Rite Aid #6764**

Thrifty Payless, Inc intends to relocate Rite Aid #6764 from its current location at 650 E Visalia Road, Farmersville, CA to a newly constructed free-standing building with approximately 10,000 sq ft of space located at 1710 N Farmersville Boulevard, Farmersville, CA.

A significant rationale for construction the new building is to maximize convenience to local shoppers by facilitating a 'one-stop' shopping experience. As such, in addition to a broad array of household goods and health and beauty aids in our general merchandise sections; we intend to operate the following departments:

- Pharmacy
- Pre-Packaged Food & Drink
- One Hour Photo
- Alcoholic Beverages

We will also seek to make shopping at the location more convenient to our patrons by offering ample parking at the free-standing location, and for our pharmacy customers, by offering a drive through. We also will have a more secure store with full camera and taping systems which will help secure the alcoholic beverages.

Additionally, Thrifty Payless Inc responsibly operates several hundred other licensed premises within California. Our experience helps mitigate sales to minors, loitering and other unwanted effects sometimes associated with the sale of alcoholic beverages. Vending machines and coin operated machines are also prohibited.

In summary, by making responsible sales of alcoholic beverages from an attractive new building that is designed to maximize customer service; Rite Aid #6764 will actually enhance public convenience and necessity.

We respectfully request that the City of Farmersville issue a Letter of Public Necessity and Convenience for the new location at 1710 N Farmersville Boulevard, Farmersville, CA.

Department of Alcoholic Beverage Control

State of California
Edmund G. Brown Jr., Governor

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

THRIFTY PAYLESS INC

2. PREMISES ADDRESS (Street number and name, city, zip code)

1710 N. FARMERSVILLE BLVD, FARMERSVILLE, CA 93223-2306

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only <input type="checkbox"/> All | | | |
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input type="checkbox"/> Convenience Market w/Gasoline | |

X Other - describe: RETAIL PHARMACY

5. COUNTY POPULATION

462,189

6. TOTAL NUMBER OF LICENSES IN COUNTY

On-Sale Off-Sale On-Sale X Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

8. CENSUS TRACT NUMBER

14

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

5 On-Sale X Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

5 On-Sale X Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

X Yes, the number of existing licenses exceeds the number allowed

No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

Yes (Go to item #13) X No (Go to item #20)

13. CRIME REPORTING DISTRICT NUMBER

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winery's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.

X c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: FARMERSVILLE CITY COUNCIL

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

C. LEE

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
3640 EAST ASHLAN AVE
FRESNO, CA 93726
(559) 225-6334

File Number: 570756
Receipt Number: 2368509
Geographical Code: 5408
Copies Mailed Date: June 23, 2016
Issued Date: 155 u Arco

DISTRICT SERVING LOCATION: FRESNO

First Owner: THRIFTY PAYLESS INC
Name of Business: RITE AID 6764
Location of Business: 1710 N FARMERSVILLE BLVD
FARMERSVILLE, CA 93223-2306

County: TULARE

Is Premise inside city limits? Yes Census Tract 0014.00

Mailing Address: 2600 CAPITOL AVE
(If different from STE 300
premises address) SACRAMENTO, CA 95816-5930

Type of license(s): 20

Transferor's license/name: 558656 / THRIFTY PAYLESS INC Dropping Partner: Yes No

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Row 1: 20 - Off-Sale Beer And Win, PREMISE TO PREMISE TRANSFER, NA, Y, 0, 06/23/16, \$100.00. Row 2: Total, \$100.00.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of TULARE

Date: June 23, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

THRIFTY PAYLESS INC

See 211 Signature Page

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
3640 EAST ASHLAN AVE
FRESNO, CA 93726
(559) 225-6334

File Number: 570756
Receipt Number: 2368509
Geographical Code: 5408
Copies Mailed Date: June 23, 2016
Issued Date: 125 u Arico

DISTRICT SERVING LOCATION: FRESNO

First Owner: THRIFTY PAYLESS INC
Name of Business: RITE AID 6764
Location of Business: 1710 N FARMERSVILLE BLVD
FARMERSVILLE, CA 93223-2306

County: TULARE
Is Premise inside city limits? Yes
Census Tract 0014.00

Mailing Address: 2600 CAPITOL AVE
(If different from STE 300
premises address) SACRAMENTO, CA 95816-5930

Type of license(s): 20

Transferor's license/name: 558656 / THRIFTY PAYLESS INC Dropping Partner: Yes No

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Row 1: 20 - Off-Sale Beer And Win, PREMISE TO PREMISE TRANSFER NA, Y, 0, 06/23/16, \$100.00. Row 2: Total, \$100.00.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of TULARE Date: June 23, 2016
Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.
Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s) Applicant Signature(s)
THRIFTY PAYLESS INC See 211 Signature Page



Staff Report

TO: Honorable Mayor and City Council

FROM: Karl Schoettler, City Planner, Collins and Schoettler

THROUGH: John Jansons, City Manager *J.J.*

DATE: July 25, 2016

RE: Review of Architectural Design for Rite Aid project and Review of the Farmersville Design Guidelines

RECOMMENDED ACTION:

It is respectfully recommended that the City Council review the process used to arrive at the building design for the Rite Aid project and also give staff direction on any desired changes to the Farmersville Design Guidelines.

BACKGROUND:

Councilmember Benavides expressed concern about the architectural design/appearance of the Rite Aid store currently under construction. In light of his concern, Staff would like to receive feedback about any changes to the City's Design Guidelines that might be desired.

ANALYSIS:

On May 20, 2015 the Planning Commission approved a Conditional Use Permit for the new Rite Aid pharmacy, currently under construction at the northeast corner of Farmersville Boulevard and Walnut Avenue (Attachment 1- Planning Commission Staff Report).

While the Conditional Use Permit was required for the store's proposal to sell alcoholic beverages, the Commission also reviewed the site plan and architectural appearance of the building and site. In doing so, the project was reviewed against the City's zoning standards and also the City's Design Guidelines.

As noted above, concern has been expressed about the design of the building and why other nearby cities (Exeter and Woodlake) were able to have buildings for Rite Aid constructed of masonry and stucco, while Farmersville's building primarily uses metal siding.

There are no standards in the Zoning Ordinance or guidelines in the Design Guidelines that prohibit metal buildings in commercial zones (or any zone for that matter). The Zoning Ordinance is completely silent on the issue of building appearance, materials, colors, styles, etc.

However the Design Guidelines (Attachment 2) do address metal building design on page 7-4 wherein an illustration is provided and the text encourages the design of metal buildings to go beyond the appearance of a basic metal warehouse design. Specific recommendations in the design guidelines include:

1. Metal buildings are discouraged in downtown and neighborhood commercial areas.
2. Where metal buildings are used, they should receive heightened architectural treatment with standard box forms strongly discouraged. The use of insets, awnings, trellises and varying (but muted) color schemes should be considered.

When Staff began meeting with the representatives for the Rite Aid project those representatives indicated that Farmersville's socio-economics could not justify the expense of a stucco/masonry building and that they would cancel their application if required to do that type of structure. In light of that, Staff worked with the developer to improve the structure and site design as much as possible (see attached staff report). The developer did agree to the following features recommended by the City:

- Western false-front style design with covered front wrap-around porch cover and wood posts (see architectural drawings on page 5 of the staff report);
- Metal trellises attached to the side walls to add visual interest;
- Accent lighting on front and side walls;
- Ranch style "split rail" fencing along the site frontages
- Pedestrian entrance arbor at the street corner

Obviously in the early stages of construction the building's appearance may look plain, but as the building and site near completion Staff believes it will reflect positively on the City.

That said, Staff would like some feedback from Council on its desires regarding architectural appearance and how far the City should go in pursuing better design for projects. There is always a "balancing act" of addressing the city's desire for attractive development against the creation of new businesses – in a way that doesn't push business away.

Review of Design Guidelines

In light of the foregoing issue, Staff would like to obtain feedback on the content of the Farmersville Design Guidelines (see attached copy) and how they are applied. The Guidelines resulted from a policy in the 2025 Farmersville General Plan and were adopted by the City Council on May 27, 2012, and establish guidelines for good building design and site planning. Staff uses the guidelines with many types of development projects, including commercial, industrial, multi-family residential and neighborhood design. The Planning Commission acts as the design review board when projects are brought to them.

In terms of commercial design, the Guidelines do not require any particular type of architectural style, however "styles that are historic to Farmersville and the San Joaquin Valley are preferred over contemporary architectural styles". The Design Guidelines go on to list preferred styles for commercial development, including:

- Spanish
- Neoclassical
- Mediterranean
- Western false front

Staff emphasizes the use of these styles, but does not absolutely require them. As an example, the O'Reilly's Auto Parts store was built after the guidelines were adopted and it uses a generic contemporary style. However, that project did agree to staff's suggestions for improvements like wall trellises, accent lighting, cornices and awnings.

As noted above, Staff would like to engage the Council on how strict the guidelines should be applied or whether they should be amended in some fashion. The City can be very strict with the guidelines, but not to the point that it discourages business.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The establishment of the Farmersville Design Guidelines resulted from policies and action plans in the 2025 Farmersville General Plan.

FISCAL IMPACT:

If revisions to the Design Guidelines are requested there would be costs related to work by the City Planner. Revisions would also require public hearings with the Planning Commission and City Council for adoption.

CONCLUSION:

It is respectfully recommended that the City Council review the process used to arrive at the building design for the Rite Aid project and also give staff direction on any desired changes to the Farmersville Design Guidelines.

Respectfully Submitted By:

Approved By:

Karl Schoettler
City Planning Consultant
Collins & Schoettler



John Jansons
City Manager

ATTACHMENT(S): 2

- 1) Staff Report to Planning Commission on Rite Aid project (May 20, 2015)
- 2) Farmersville Design Guidelines

STAFF REPORT

FARMERSVILLE PLANNING COMMISSION

Date: May 20, 2015
To: Farmersville Planning Commission
From: Karl Schoettler, Planning Consultant
Subject: Conditional Use Permit 2015-03 (Halferty Development (Rite Aid))

Summary/Recommendation

The project is a request to construct and operate a new pharmacy (Rite Aid) on the northeast corner of Farmersville Blvd and Walnut Avenue. The project will include the sales of alcoholic beverages (for off-site consumption) as well as a drive-through for pharmacy pickup. It is recommended that the Planning Commission approve the project by adopting Resolution 2015-04 (attached).

Analysis

The applicant is requesting approval for construction and operation of a Rite Aid pharmacy/retail store (with sales of alcoholic beverages for off-site consumption) on a 1.3 acre site on the northeast corner of Farmersville Boulevard and Walnut Avenue (see Maps 1 and 2).

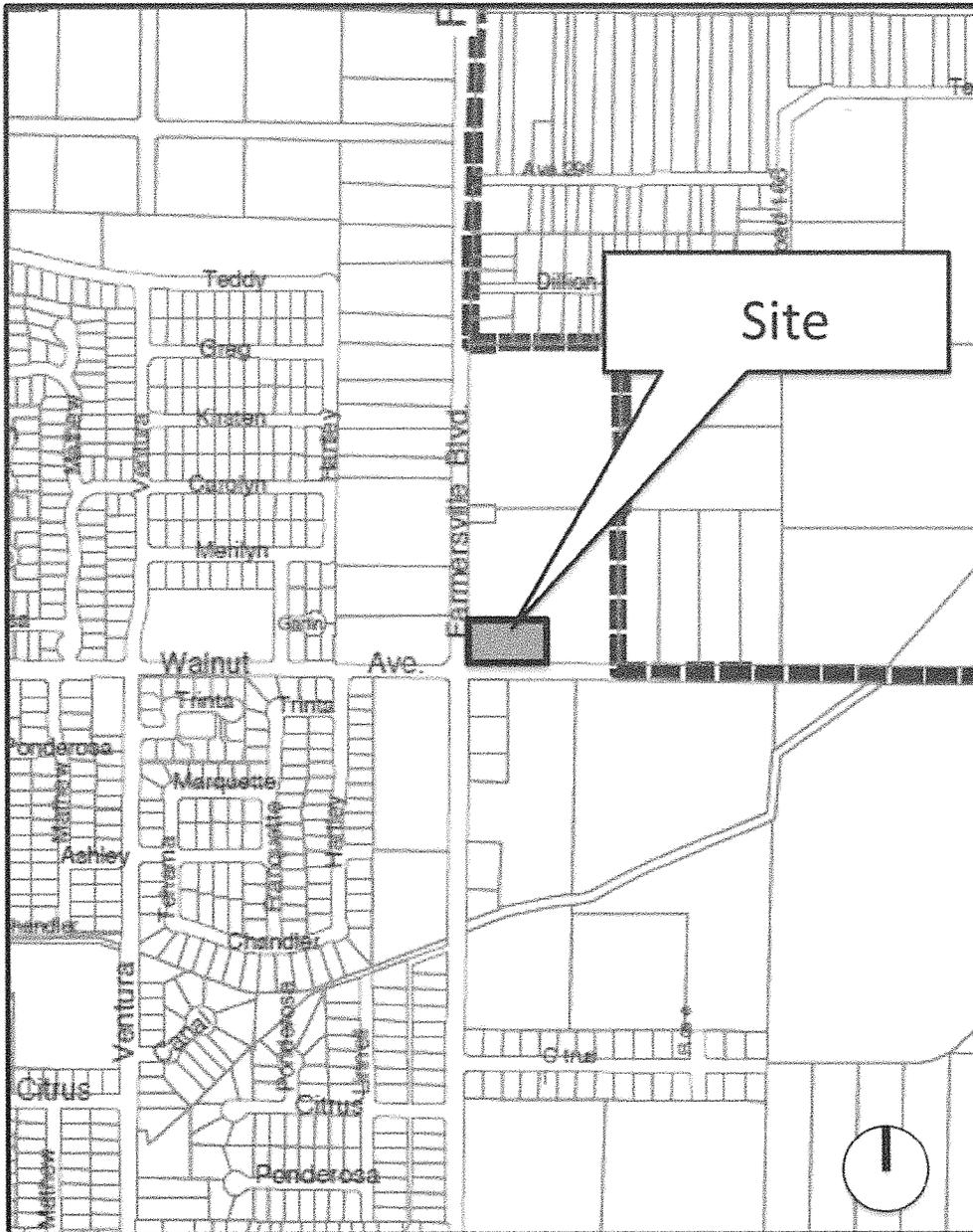
Site and Zoning

The subject site is vacant and is zoned CG (General Commercial). The CG zone allows for a variety of general commercial uses, including stores, offices and restaurants, among other uses. The project as designed meets zoning standards.

Site Plan

The proposed site plan (see Exhibit 1) shows a building containing 10,559 square feet (135' x 78'2") situated at the northeast corner of Farmersville and Walnut. A parking lot is situated between the building and the street and provides 55 parking spaces. For retail commercial uses the Zoning Ordinance requires one parking space per 300 square feet of floor area. At 10,559 square feet the proposed use requires 36 parking spaces, and therefore the site plan exceeds parking standards.

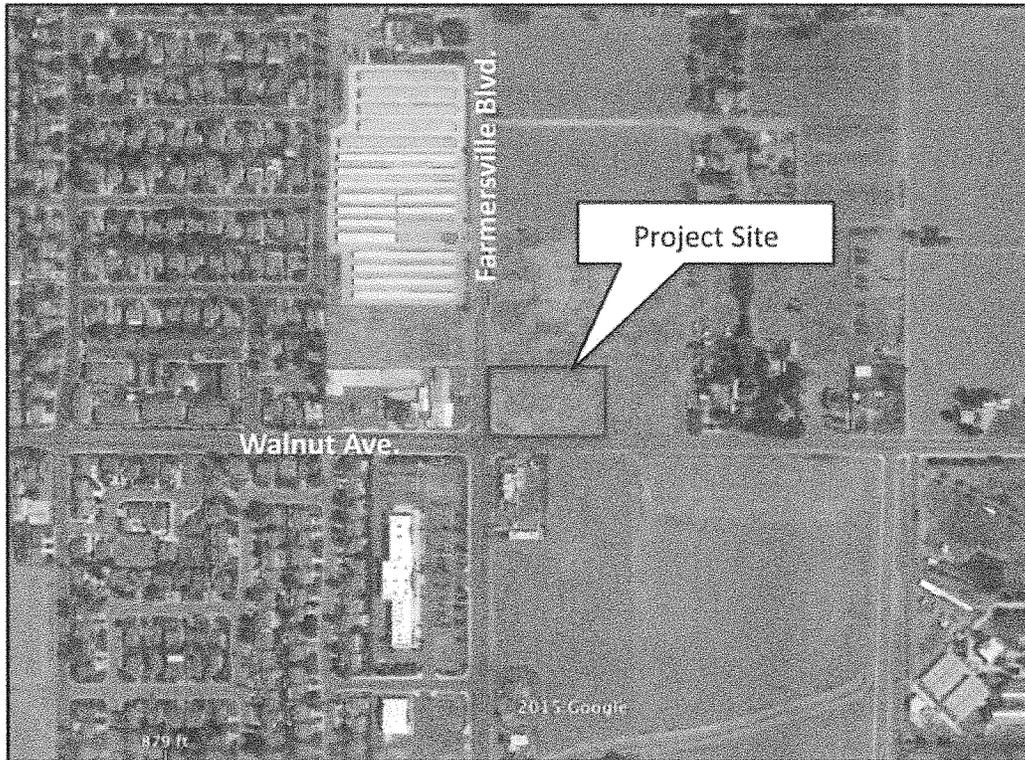
Driveways are provided from the site onto both Farmersville and Walnut at the extreme ends of the property. This strategy moves vehicles entering and exiting the site away from the actual corner – to improve vehicle safety. The driveway on Farmersville Boulevard will be available to northbound vehicles on the street.



Project Location
Conditional Use Permit 2015-03
(Halferty Development)

Map No. 1
City of Farmersville

Map 2: Aerial Photo

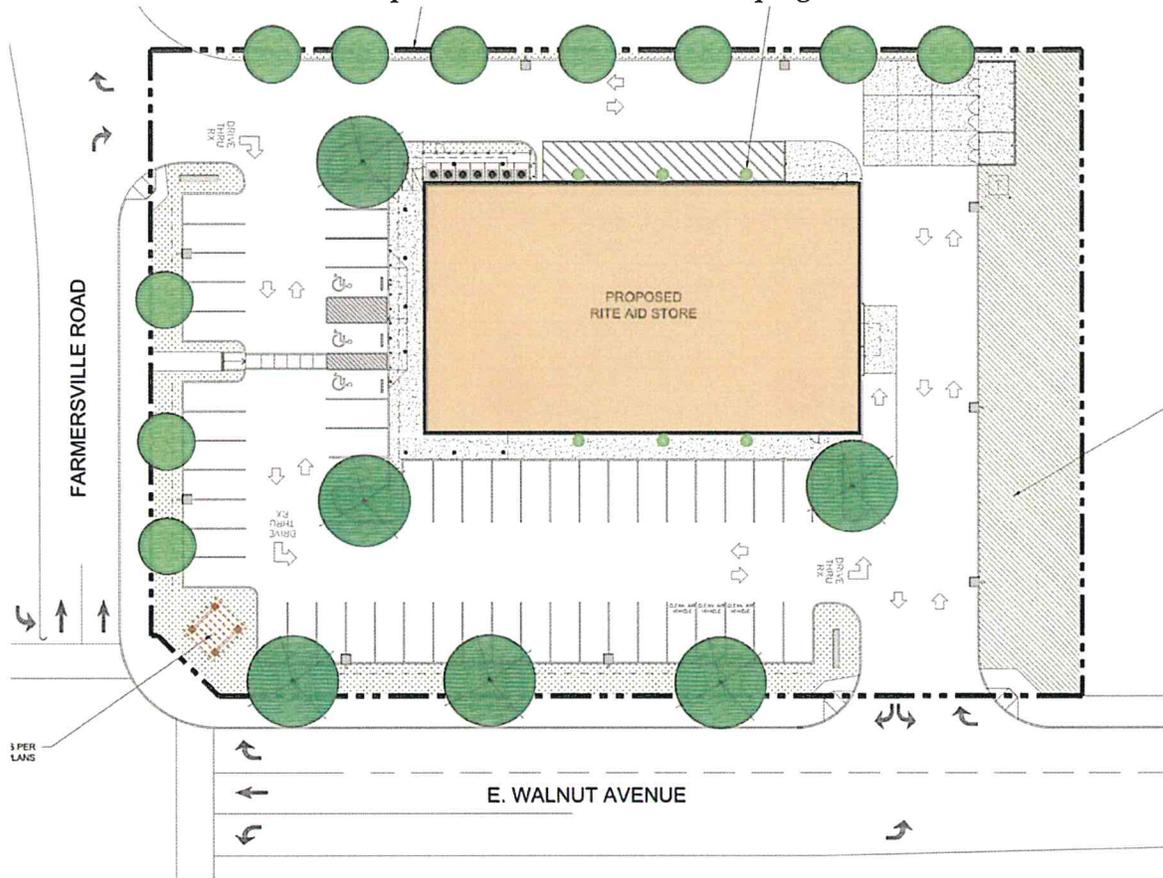


The driveway on Walnut will be available to traffic in both directions until some point in the future when Walnut is improved to its full design specifications identified in the Circulation Element of the General Plan, which calls for two travel lanes in each direction along with a landscaped median. At that point eastbound traffic on Walnut will be required to make a u-turn at some point further east (likely opposite the high school).

The east side of the building will include a drive-thru window for customers wishing to pick up prescriptions in their car. A loading dock for delivery trucks is designed on the north side of the building.

It is expected that future commercial development will occur around the site, to the north and the east. For this reason the project is conditioned to provide a drive "cut" to allow access from the parking lot directly to future development to the north. This will preclude motorists from having to exit the site onto Farmersville Boulevard if they simply wish to go to adjoining commercial development.

Exhibit 1: Proposed Site Plan and Landscaping Scheme



Space between the parking lot and streets will be landscaped. The applicant will be required to submit a landscaping and irrigation plan for review at the building permit stage. A preliminary landscape plan is shown in Exhibit 1. To conserve water it is recommended that other types of drought-tolerant groundcover be used in place of turf.

A trash enclosure is proposed in the northeast corner of the site. To improve aesthetics of the trash enclosure staff is recommending a condition that it be fitted with an overhead arbor.

The business will operate seven days per week with hours generally from 7 am to 10 pm. Approximately 8 regular employees will work in the store with more workers during peak times (such as during the holidays). Delivery trucks will likely visit the store several times per week.

Street improvements

The applicant will be required to widen streets along the frontage of the site and install curbs, gutters, parkways and sidewalks, as well as street lights. As the Planning Commission is aware, the City will be undertaking a project to widen and improve Farmersville Boulevard between and Highway 198. The city and applicant will need to coordinate on the timing of improvements along the project frontage as they relate to the overall Farmersville Boulevard improvement project. The City Engineer will be working with the applicant on this issue.

Architectural Appearance/Design Guidelines

The project has been reviewed for compliance with the Farmersville Design Guidelines. The proposed building is essentially a metal warehouse with steel frame construction (see Exhibit 2). Walls will be made of steel sheeting and accented with a faux-brick band along the base of the walls.

Exhibit 2: Architectural Elevation Drawings



At staff's recommendation the applicant has improved the appearance, accenting the front (west side) with Western false front elements, with an overhang that wraps around the north and south sides. Other improvements include steel trellises for climbing vines along side walls and goose-neck style accent lighting along the walls.

The applicant had previously indicated their willingness to cover the metals walls with a synthetic wood material that would give the appearance of wood siding. However when the project was officially submitted this feature dropped in favor of the metal panel siding. The Planning Commission should still give some consideration to requiring the simulated wood siding or something similar. It should be noted that the same developer is building Rite Aid stores in Exeter and Woodlake utilizing brick and stucco siding for their buildings – not metal.

The applicant will also provide a decorative arbor at the front corner of the site. To take the western-theme further, staff is recommending that white ranch-style fencing be placed in the landscaped area between the parking lot and sidewalks, along Farmersville and Walnut (see Exhibit 3 and Photo 1) and along the north side.

Exhibit 3: Location of Ranch Style Fencing

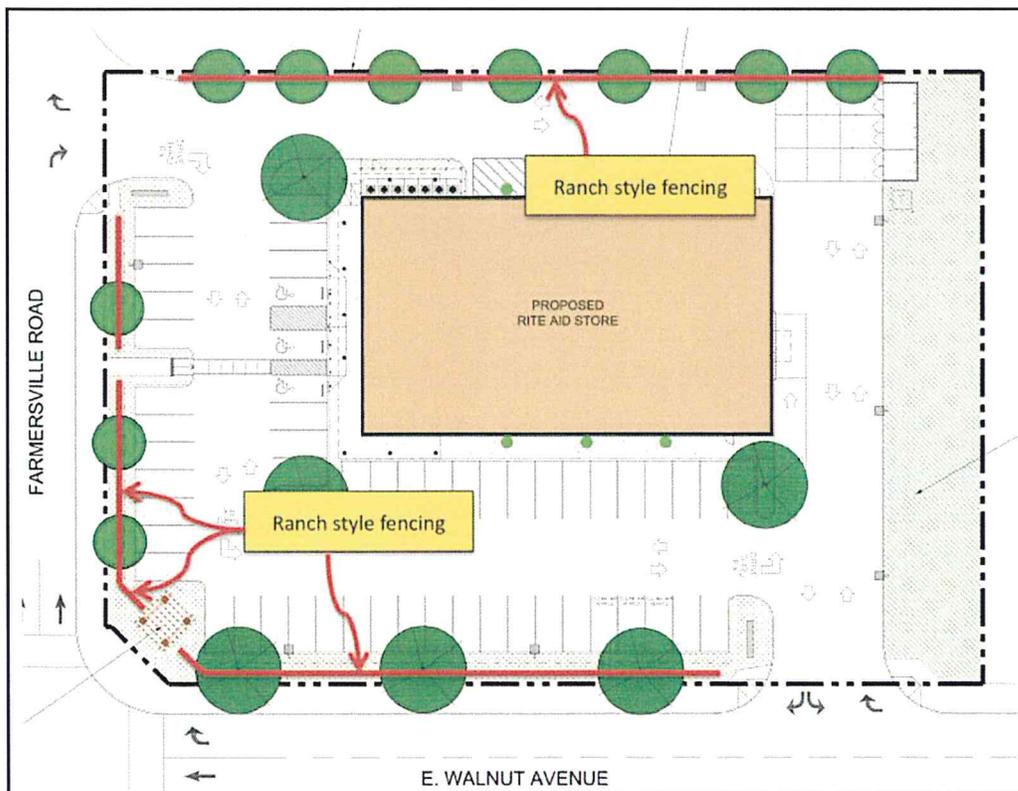
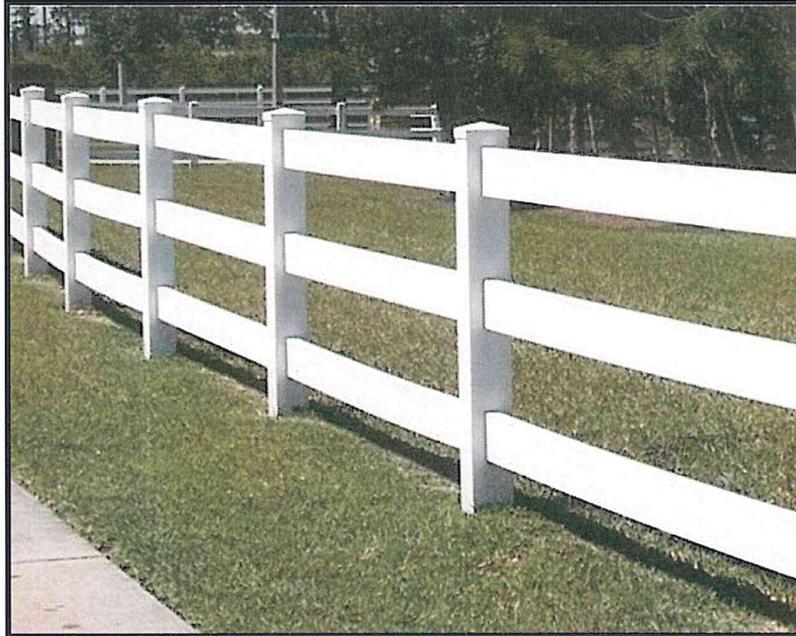


Photo 1: *Ranch Style Fencing*



Utilities

The project will connect to existing water and sewer lines that run under Farmersville and Walnut. The City Engineer indicates that there is adequate capacity in the water and sewer systems to accommodate the project. There is currently no storm drainage service or capacity in the area of the site. To accommodate this, the site plan proposes a storm drainage retention basin on the east side of the property. At such point in the future when the City is able to extend storm drainage service to this area the storm basin on the site could be filled and abandoned (to be utilized for another purpose).

Parcel Map

The applicant has indicated their intent to apply for a Parcel Map in the near future, to create a separate parcel for the site – detaching it from the larger 8.8-acre parcel that it is currently a part of. The applicant will be required to file a parcel map application which will undergo a future public hearing with the Planning Commission.

Alcohol Sales

As noted previously the store proposes to sell alcoholic beverages for off-site consumption, and has applied for a Type 21 permit from the California Department of Alcoholic Beverage Control (ABC).

The Farmersville Zoning Ordinance requires that businesses selling liquor must first obtain a Conditional Use Permit (C.U.P.) from the City.

In considering a C.U.P. for a Type 21 license, the Commission needs to determine if the permit is warranted by “public convenience and necessity”. In doing so, it is important to consider input from ABC, as well as the local police department, neighborhood compatibility, and input from any concerned neighbors.

ABC regulates alcohol licenses by Census Tract. There are several census tracts that cover Farmersville City limits. The subject site is located with Tract 0014.00 – which covers the north part of the City (north of Walnut Avenue) and many square miles of rural territory west, south and east of Farmersville (including all the way to Lemon Cove). There are currently five existing “off-sale” licenses within this tract – the only other license in city limits is the Fast and Easy Mart located at 430 W. Noble (at the McDonalds/Shell facility).

According to ABC guidelines Tract 14 is “allowed” 5 off-sale alcohol licenses before it is considered “oversaturated”. There are currently five licenses in this tract, but only one is in Farmersville. The addition of the Rite Aid will bring the tract to six licenses. In order to approve this license the City Council will be required to consider approving a letter of necessity and convenience.

Staff at ABC indicated there is no information or circumstances they are aware of presently that would cause them to reject this request.

Input from the Farmersville Police Department was also solicited for this proposal. The department voiced no concerns over this request.

The Commission will also want to consider any input from the general public regarding this proposal. Because this application is a “public hearing” the City has mailed notification of the hearing to all property owners within 300 feet of the site, published a legal notice in the newspaper, and also posted the notice at City Hall and the Post Office. As of the date of preparation of this report, no phone calls or inquiries had been received from property owners.

In terms of neighborhood compatibility, the site is located in a developing commercial area of the City. There are existing single- and multi-family residential dwellings to the

east and west of the site though none are immediately adjacent. In addition, Farmersville High School and Freedom Elementary are located east of the site on Walnut Avenue. No concern has been expressed by the school district.

Additional Restrictions

The Commission may recall a previous request for a Conditional Use Permit for alcohol sales was for the Family Dollar Store at the southwest corner of Farmersville Boulevard and Ashley Street. In approving that permit the Commission required several additional restrictions on that store's operations – and the Commission may want to apply these restrictions to this particular request. These restrictions included:

- There shall be no sales of single containers of beer.
- Products must be sold in original manufacturers packaging (cases may not be “broken up” for sales of individual beverages).
- Posters or other devices advertising alcoholic beverages shall not be displayed on the exterior of the premises.
- Wine shall be sold in bottles not smaller than 750 milliliters.

These conditions are intended to improve compatibility of the business with the surrounding neighborhood, and to potentially reduce some of the perceived problems that arise from the sales of beer and wine. The Planning Commission may want to have a discussion about whether these conditions should be applied to this particular request. For the time being these conditions are included in the resolution for the permit.

Because the business is primarily a pharmacy and retail store (with sales of alcoholic beverages a secondary component) staff believes the proposed business is a good fit for the site and community.

Environmental Review

Staff believes the project can be exempted from review for environmental impacts under Section 15332 (Infill projects) of CEQA (California Environmental Quality Act). The project site is less than five acres, is mostly surrounded by urban development and the site is zoned for the use. Standard measures will be applied to mitigate/address environmental issues, including:

Air Quality:

The applicant will be required to obtain a permit to construct and operate from the San Joaquin Valley Air Pollution Control District, prior to construction. The applicant will also be required to pay the Air District's Indirect Source mitigation fee, which is used to promote air quality improvements throughout the valley air basin. Further, having a full service pharmacy in Farmersville will preclude residents from having to drive greater distances to pharmacies in other nearby communities – thereby reducing air emissions.

Water:

The applicant will be required to submit a landscaping plan that complies with the State's water efficient landscaping ordinance. To lower water consumption it is recommended that no turf be used in landscaping and that an emphasis be placed on low-water using plant species.

In order to address water pollution issues the construction contractor will be required to install erosion control barriers during construction. Further, all storm drainage will be channeled to an on-site detention basin on the east end of the property. The basin will be screened and must be maintained by the applicant to prevent overgrowth and mosquitoes.

Traffic

The applicant will be required to install street improvements along both frontages of the site, including widening, curbs, gutters, parkways and sidewalks as well as street lamps. The intersection of Farmersville and Walnut is already fully controlled with a traffic signal. The City is planning to widen and improve Farmersville Boulevard between Walnut and Highway 198 later this year, to increase capacity.

Noise

To reduce noise impacts of the project construction will be limited to daylight hours, Monday through Saturday.

Light

All outdoor light fixtures will be required to be hooded and adjusted to reduce glare and illumination of neighboring properties and streets.

Greenhouse Gas Emissions

The project applicant shall work with the San Joaquin Vally Air Pollution Control District to determine the applicable Best Management Practices (BMP) for the project. The project shall incorporate either the identified BMP or Approved Alternate Technology prior to construction.

Aesthetics

The project has been reviewed and as conditioned will comply with Farmersville's Design Guidelines. The applicant will also be required to submit a landscaping and irrigation plan for landscaping of the site.

Geology and Soils

The project (including building foundation) will be required to be designed consistent with Uniform Building Code standards concerning site soils and area seismic hazards.

Utilities

The project will connect to City utilities (water and sewer) and provide for on-site storm drainage. Further the project will be required to pay the City's utility impact fees (water, sewer and storm drainage). The City utilizes funds accrued to make capital improvements to these systems.

Conclusion

The project has been reviewed by City staff, including the city planner, city engineer, public works and police and fire departments. With the conditions included in the attached resolution, it is recommended that Planning Commission vote to approve the project.

ATTACHMENTS

- Resolution 2015-04
- Blueprint site plan and elevation drawings

BACKGROUND INFORMATION

Applicant Halferty Development Co., LLC
199 S. Los Robles Avenue #840
Pasadena, CA 91101

Property
Owner: Lincoln Trust Co. FBO Anita Castaneda
1739 University Street
Visalia, CA 93277

Location: The project site is located on the northeast corner of Farmersville Blvd and Walnut Avenue. The Assessor Parcel Number is 111-210-049.

Request: The applicant is requesting approval of a Conditional Use Permit to build and operate a Rite Aid pharmacy in a building containing 10,559 square feet, on a site containing approximately 1.31 acres. The business will also sell alcoholic beverages for off-site consumption and will also operate a drive thru as part of the pharmacy.

Zone: The subject property is zoned CG (General Commercial). Adjacent properties are zoned as follows:

East: County Agricultural zoning
South: CG zone
West: CS (Service Commercial) zone
North: CG zone

Standards: The CG (General Commercial) zone district permits a wide variety of commercial uses. General development standards are as follows:

Lot size: 6,000 square feet, minimum
Setbacks
Front: 4 feet, minimum for building; parking lot must be set back at least ten feet
Side: No requirement, except parking lot must be set back 10 feet
Rear: No requirement
Space between buildings on same lot: 10 feet, minimum
Height: 40 feet, maximum
Parking: For retail commercial uses one parking space per 300 square feet of building space is required.

Gen. Plan: The subject site is designated “General Commercial” by the Land Use Map of the 2025 Farmersville General Plan. The CG zone is consistent with this designation.

Land Use: The site is currently vacant. Surrounding land uses are as follows:

North: Vacant land
South: Commercial: Fast food restaurant
East: Vacant land and single family dwellings
West: Commercial: Auto parts/repair and vacant land

Circulation: The site is bordered by Farmersville Boulevard and Walnut Avenue. Farmersville Boulevard is designated as an “Arterial” roadway in the Circulation Element of the General Plan. South of Walnut Avenue this roadway features two travel lanes and a parking lane in each direction.

North of Walnut the roadway tapers to one travel lane and gravel shoulders in each direction. The City has a roadway improvement project programmed for this segment of Farmersville Boulevard (north of Walnut) that will expand the street to include two lanes in each direction along with a landscaped median, as well as curbs, gutters, parkways and sidewalks. This project is scheduled to begin later in 2015.

Walnut Avenue is designated as a “Collector” roadway in the Farmersville Circulation Element. West of Farmersville Boulevard this roadway is improved to its full width but only has one travel lane and a parking lane in each direction. Ultimate improvements will include a landscaped median and two travel lanes in each direction.

East of Farmersville Boulevard Walnut tapers to one travel lane and gravel shoulders in each direction until it widens again along Farmersville High School. Future development along the street will be required to widen the road and install improvements as development occurs. Ultimate improvements call for two travel lanes in each direction, a landscaped median, along with curbs, gutters, parkways and sidewalks.

The corner of Farmersville and Walnut is currently controlled by a traffic signal with controlled left turns in all directions.

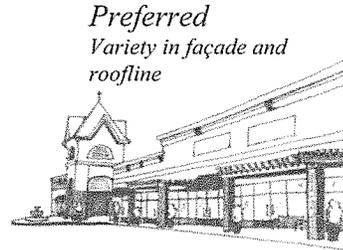
Infrast: In the vicinity of the site there is an existing 12-inch water main under Farmersville Boulevard and an 8-inch water line under Walnut Avenue. There is an existing 12 inch sewer main that runs past the site under Farmersville Boulevard. There are existing drop inlets for storm drainage

at three corners of Walnut and Farmersville Boulevard that channel storm drainage to a line that runs west under Walnut Avenue. Due to limited capacity in this line the applicant will be required to install an on-site storm drainage basin.

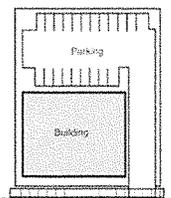
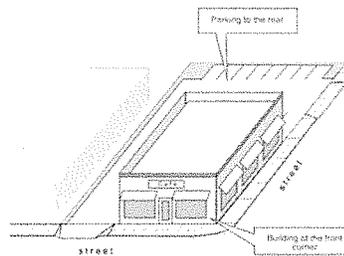
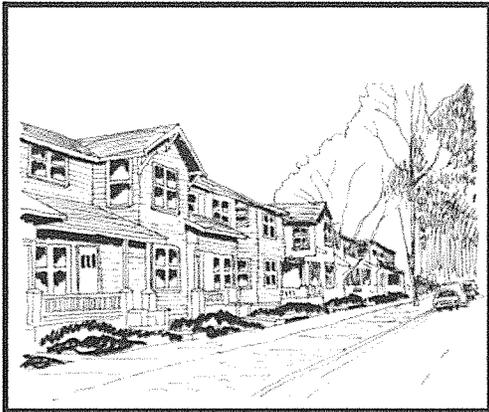
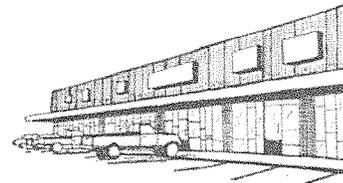
Services: Police and fire protection is provided by the City of Farmersville.

Environ.: The project has been reviewed and determined to be exempt from review for environmental impacts under Section 15332 (Infill Development Projects) which allows for an exemption from review for projects on sites that are zoned for the proposed use and are less than five acres that are substantially surrounded by non-agricultural (urban) development

Farmersville Design Guidelines

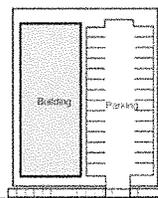


*Preferred
Variety in façade and
roofline*



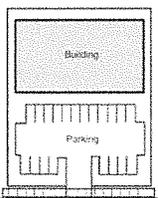
PREFERRED

Parking is screened to the rear of the building



ACCEPTABLE

Parking is located at the side of the building



DISCOURAGED

Parking dominates the site.

Decorative pedestrian-oriented light fixtures are encouraged.

City of Farmersville

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1.0 • Introduction

1.1 Overview

The *Farmersville Design Guidelines* are intended to provide guidance to designers of development projects to ensure that new development is constructed in a fashion that meets the community's expectations for high quality design. The guidelines make extensive use of graphics and drawings to illustrate various design examples - both "good" and "bad".

The Design Guidelines are general in nature and may be interpreted with flexibility in their application to specific projects. The guidelines are not intended to dictate a particular style or strategy with respect to individual projects. It is hoped that these guidelines will encourage the highest level of design quality while at the same time, providing the flexibility necessary to encourage creativity on the part of the project designer

Good design doesn't always constitute an increased cost of the project to the developer; however, it always increases the value of the project, both for the property's owners and occupants and for the community as a whole.

1.2 Basis for Design Guidelines

The Farmersville General Plan, adopted in 2002, provides the basis for the preparation of these design guidelines. The General Plan is the City's policy document to guide future growth and development of the community through the year 2025.

The Design Guidelines were prepared following a series of community workshops held in 2010 with the Farmersville Planning Commission and interested residents. The workshops were very "hands on" and involved the use of graphics and slide images of various types of developments. Participants were asked to view various images and "rate" those images based on their like or dislike for what they were seeing. Examples of these images and the results of the ratings are included in the Guidelines as a reference. From these exercises, the guidelines were prepared.



Good design doesn't always constitute an increased cost of the project to the developer; however, it always increases the value of the project, both for the property's owners and occupants and for the community as a whole.

Organization of the Design Guidelines

The Design Guidelines are organized to pertain to various development types in Farmersville. In some cases design concepts from different categories may apply to the same project. Design categories in these guidelines are organized as follows:

- Neighborhood Land Use Planning
- Single Family Residential
- Multi-Family Residential
- Commercial
- Downtown Commercial
- Industrial
- Special Uses and Design Details

1.3 Application

The table to the right describes how the City will apply the Guidelines. Compliance with the Guidelines is mandatory for commercial, industrial and multi-family residential projects. The Guidelines' application to single family homes is advisory (with some exceptions for master-planned projects such as Planned Unit Developments or specific plans).

However, as previously noted, application of the "guidelines" is intended to be very flexible - the City's goal is to work with project applicants to achieve design strategies that are responsive to both the applicant and the city's goals.

How to Use the Guidelines

1. The applicant should consult with the City of Famersville planning staff early in the process, before any design work is initiated, to verify the requirements of the appropriate design requirements for the project.
2. Consult design concepts in the appropriate project category in this manual (e.g. "multi-family residential"). Also note other categories that may apply to the project such as parking, signs, etc.
3. Upon completion of a preliminary site plan and/or architectural plans and elevations that are based upon these guidelines, submit the application to the Planning Department. The City will normally combine design review with normal planning permit processing (such as Site Plan Review, Conditional Use Permit, etc).
4. City staff and Planning Commission will determine whether plans comply with the guidelines.

2.0 • Land Use and Neighborhood Planning

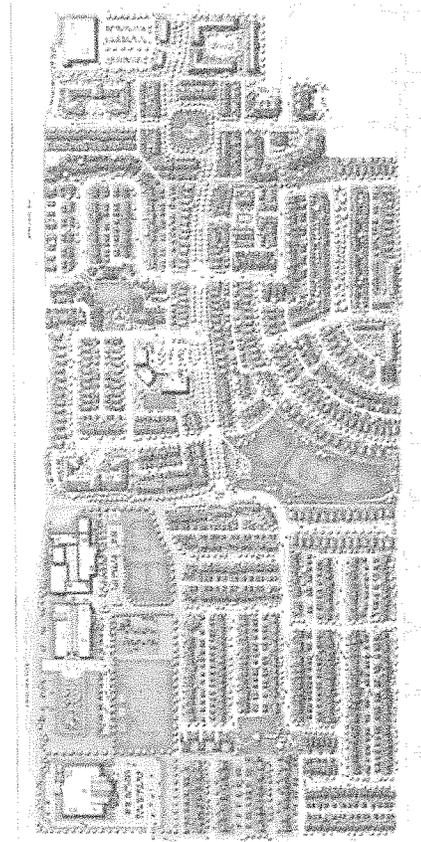
This portion of the Farmersville Design Guidelines pertains to the arrangement of various land uses, and is intended to ensure that future land uses are situated in a manner that is harmonious yet well-connected in a fashion that improves the feasibility of walking and cycling while reducing dependence on the automobile.

2.1 Guidelines

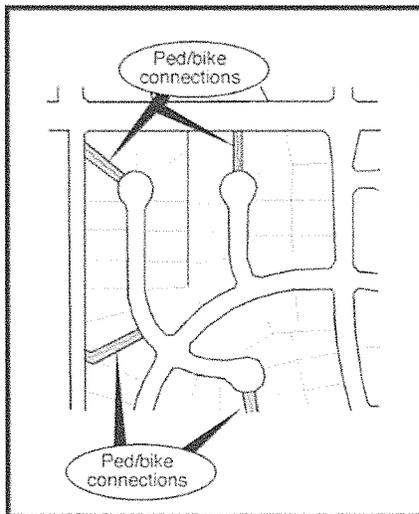
1. New residential development should be designed to facilitate easy walking and bicycling to and from neighborhood commercial areas and community facilities such as schools. It is optimal if residents can be within ¼ mile walking distance of daily destinations (schools, stores, etc.). A key part of this strategy is to design new subdivisions with a high degree of street connectivity. This topic is addressed further on the following pages.

New neighborhoods should be designed to facilitate connectivity between various land uses, including residential, parks, schools and neighborhood commercial.

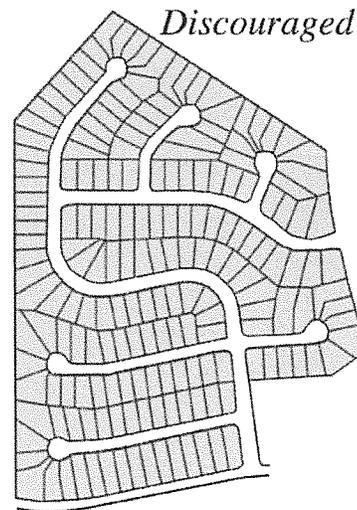
New residential development should be designed in easy walking and bicycling distance to neighborhood commercial areas and community facilities such as schools (a distance equal to approximately 1/4 mile).



2. New residential subdivisions should be laid out in grid or modified grid patterns - to create multiple routes to surrounding developments and land uses. Major streets should be oriented on an east/west axis, when possible, to capture views of the nearby Sierra Nevada and to improve solar energy opportunities (see also #10).
3. By precluding street connectivity, cul-de-sac streets increase vehicle trip lengths (resulting in increased fuel consumption and increased air pollution), and are therefore discouraged. Cul-de-sacs should be used only where needed to utilize otherwise "left-over" land or where direct access is not preferred (such as adjacent to a major roadway (such as a freeway or arterial) or a railroad). Where cul-de-sac or "elbows" are necessary, a pedestrian "paseo" should be provided to enable good pedestrian connections (see below).

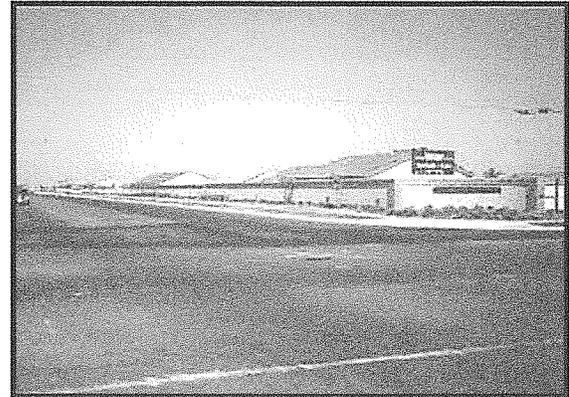


Where cul-de-sacs are necessary in new developments they should be provided with pedestrian connections to adjacent streets.

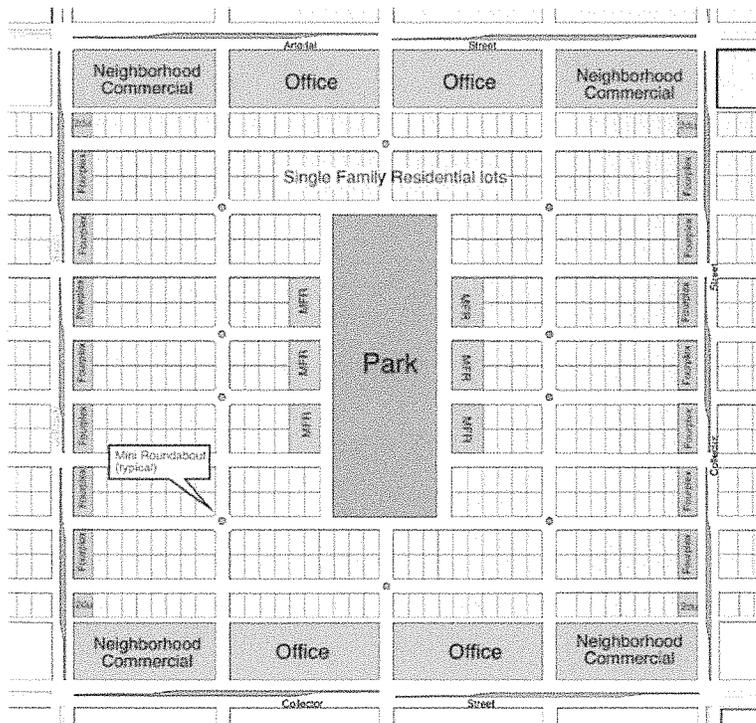


This illustration contrasts a subdivision with good street connectivity (top) and a subdivision with poor connectivity (bottom). The top subdivision offers multiple route choices while the lower subdivision requires longer, circuitous trips to reach many parcels. Good street connectivity reduces air pollution and fuel consumption by promoting walking and shorter trips. Emergency vehicle access is also improved. The top subdivision also integrates park and open space features in accessible, visible locations.

4. In general, walled subdivisions segment communities and reduce walkability, and are therefore discouraged. Consideration should be given to innovative designs that preclude the need for perimeter walls (see design below), which precludes the need for perimeter walls by siting neighborhood commercial offices and small-scale multi-family residential along major roadways.
5. New residential subdivisions should provide centrally-located parks/open spaces that are readily accessible to all residents of the neighborhood (see design below). Parks should be used to define the form and shape of the residential subdivision rather than be out-of-the-way “left over” parcels of land not available for development.

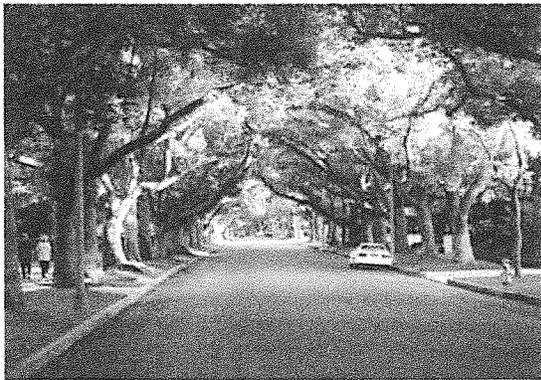


To the extent practical, walled-in subdivisions should be avoided.



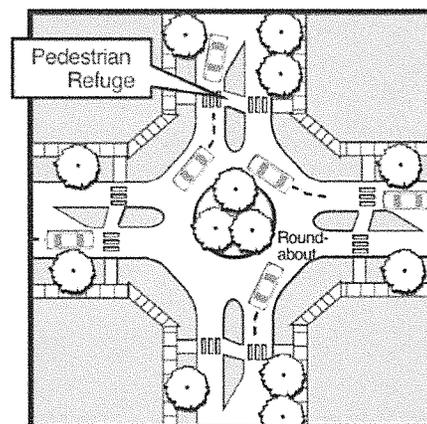
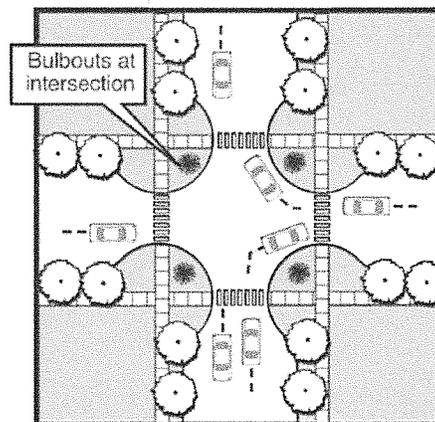
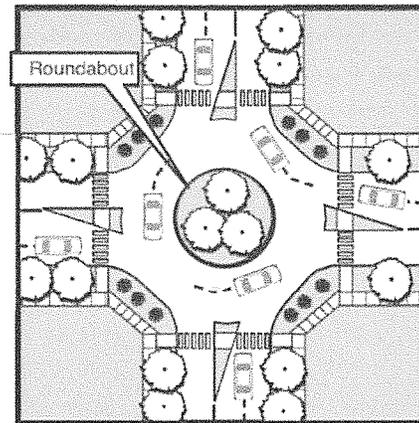
This subdivision design achieves a high degree of street connectivity. It also avoids the use of perimeter walls by placing small-scale neighborhood commercial, offices and multi-family residential facing the major streets that surround the site. Finally, a centrally-located park is easily accessible to residents of the neighborhood. Traffic is managed through a variety of techniques – short block lengths, tree-lined streets, roundabouts and bulb-outs, among other mechanisms.

6. In designing new streets, consideration should be given to the use of traffic calming mechanisms, such as bulb-outs at intersections, strategically placed roundabouts, pedestrian refuges, and textured cross walks, among other mechanisms.
7. Each subdivision should give strong consideration to providing a mix of housing densities, lot sizes and unit types and vary lot sizes, building footprints, setbacks and orientations to the street.
8. Setbacks from the public street should be minimized to bring structures close to the street to encourage neighbor interaction.
9. Street trees shall be provided at approximate 25-foot intervals along parkways; a minimum of two street trees shall be provided for each lot along parkways. Existing mature trees should be incorporated into new development.



The vision for future residential streets in Famersville - shady and cool, as well as narrower – to slow traffic.

Traffic Calming Mechanisms at Street Intersections



10. Street orientation must be considered for optimum energy efficiency, with respect to solar access. As many homes as possible should be oriented so that large areas of the roof receive solar radiation from the south – see graphic to the right.

11. Gated subdivisions are discouraged. Rather, site planning techniques that build in passive security, such as design that facilitates “eyes on the street” is preferred. These techniques include:

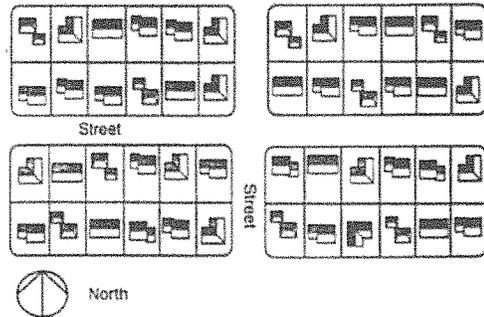
- a. Locate the front doors of homes so they are clearly visible from the street and other homes.
- b. Design homes that feature large, useable front porches.
- c. Set the garage behind the front plane of the house, thereby improving visibility from the home to the street.
- d. Provide a well-lighted pedestrian circulation system.

12. Utility service boxes should be located underground.

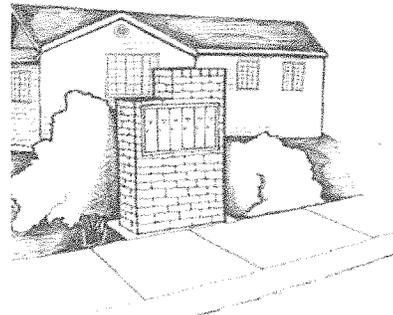
13. Common mail boxes shall be placed in locations that maximizes interaction among neighbors. Consideration should be given to improving common mail boxes with architectural treatments to blend well with their surroundings. Materials such as brick or stucco should be considered to enhance the appearance of common mail boxes – see right.

14. In general, developers should utilize antique style street lamps, as directed by the City Engineer.

Subdivision Design for Solar Access



This subdivision is designed for maximum solar access. Streets are oriented east-west – thereby individual lots – and homes are similarly oriented. This ensures maximum solar exposure to the south.



Common mail boxes should be architecturally treated to blend well with their surroundings.



Typical antique street lamp brings character and helps to improve pedestrian qualities of neighborhoods.

3.0 • Single Family Residential

As noted in Chapter 1, design guidelines for single family residential development are considered to be advisory.

3.1 Relationship of the Dwelling to the Street

Emphasis should be placed on “humanizing” the streetscape in new residential neighborhoods in Farmersville

Streets with long expanses of blank garage doors should be avoided. Design strategies to encourage good streetscapes include:

1. Dwellings should feature a useable front porch that dominates the façade of the home (see illustration below). The minimum porch depth should be 6 feet deep and 8 feet wide. The City will consider allowing reduced front yard setbacks for houses that feature a useable front porch.
2. Garages should be set back behind the front plane of the dwelling or should be set back and detached entirely (see illustration below and following page). Garage doors should not cover more than half of the frontage of a dwelling.
3. Front doors should be situated so that they are prominently visible from the street.



Encouraged

This graphic shows the pleasing effects of a dwelling with a large, useable front porch, with the garage set back well behind the front plane of the dwelling. Doors and windows prominently face the street.



Discouraged

Streets with long expanses of blank garage doors are to be avoided.

Desirable Façade Elements

Traditional architectural styling

Generous windows facing street

Front door prominently visible from street

Large, useable porch

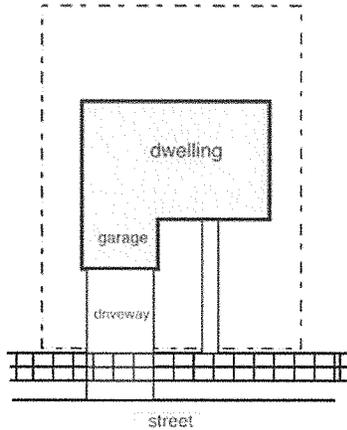
Recessed Garage



Relationship of Garage to Dwelling to Street

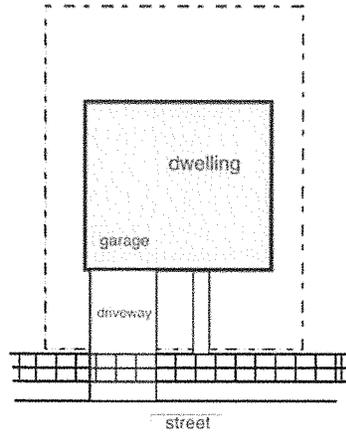
Discouraged

The garage projects far in front of house. Also known as a "snout house".



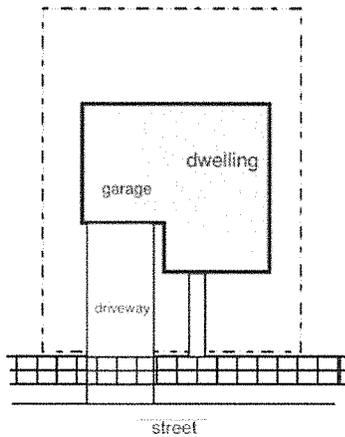
Encouraged

The garage is even with the front wall of the house.



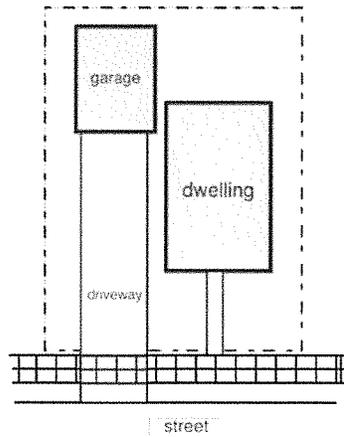
Preferred

Garage is set back behind the front wall of the house.

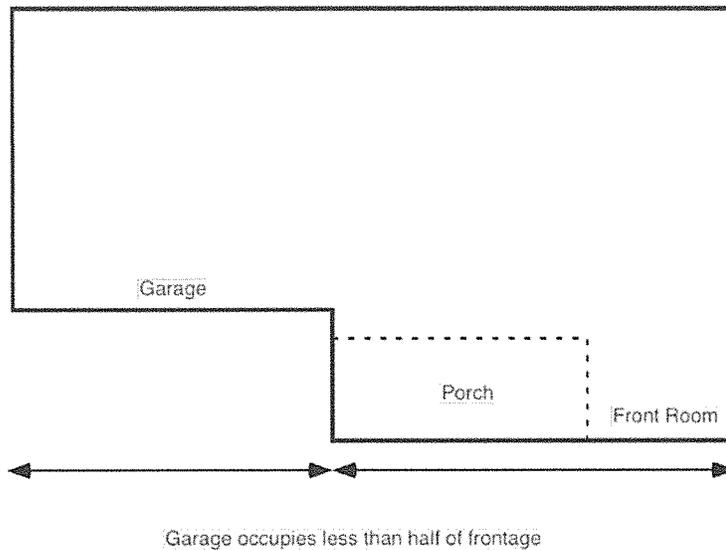


Preferred

Garage is detached and set toward the rear of the lot.

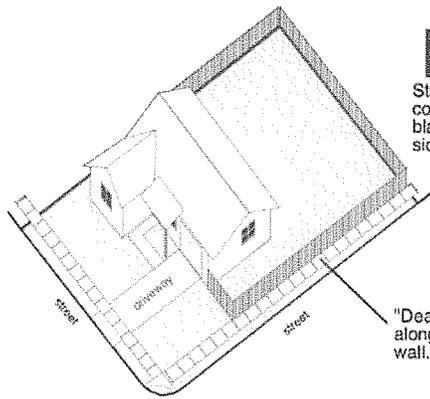


Garage doors should not occupy more than one half of the frontage of a dwelling



4. Corner lots present a special design challenge. To ensure that the street side-yard does not become a “dead” space that is an unmaintained and out-of-view area, homes on corner lots should be designed with two “frontages” (see illustrations below). Ideally, one street frontage will feature the front door, while the other street frontage will feature the garage and driveway. This precludes a “dead” yard along the street-side yard frontage.

Corner Lot Design Strategies



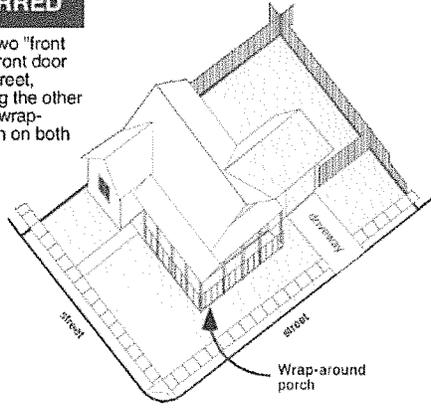
DON'T

Street side yard is completely fenced off - blank fence is up against sidewalk

"Dead" space along side wall.

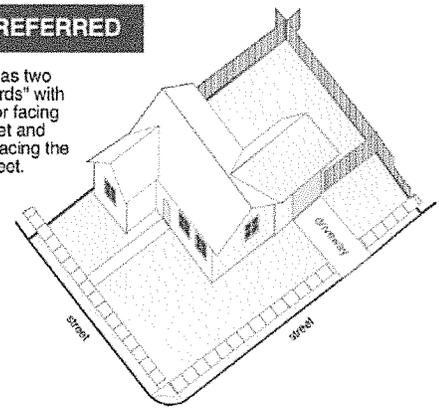
PREFERRED

House has two "front yards" with front door facing one street, garage facing the other street, and a wrap-around porch on both frontages.



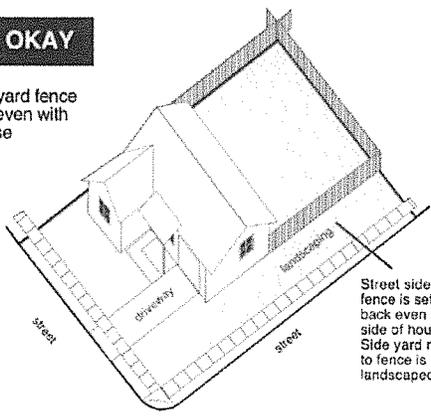
PREFERRED

House has two "front yards" with front door facing one street and garage facing the other street.



OKAY

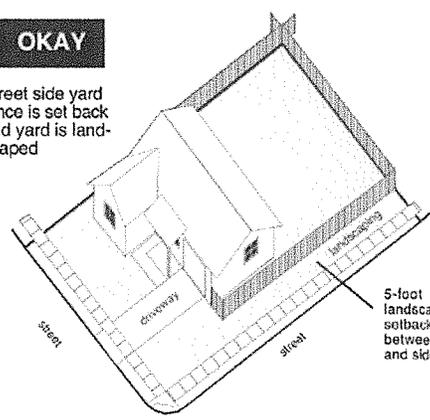
Street side yard fence is set back even with side of house



Street side yard fence is set back even with side of house. Side yard next to fence is landscaped

OKAY

Street side yard fence is set back and yard is landscaped



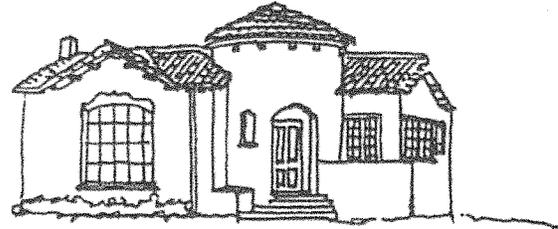
5-foot landscaped setback area between fence and sidewalk

3.2 Architectural styles

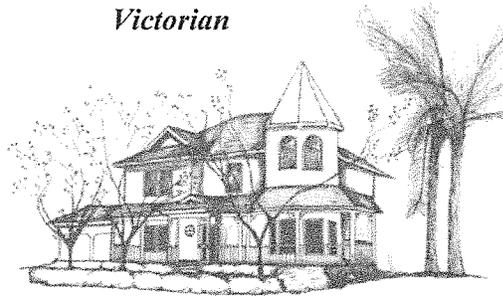
Architectural styles for single family homes are not strictly dictated by these design guidelines, however, visual preference surveys conducted during workshops showed that participants strongly preferred traditional and historic architectural styles for residential and commercial development. For single family dwellings, styles that reflect the architectural traditions and history of the San Joaquin Valley are encouraged. These preferred styles include:

- Craftsman bungalow
- Spanish
- Monterey
- Colonial
- Tudor
- Victorian

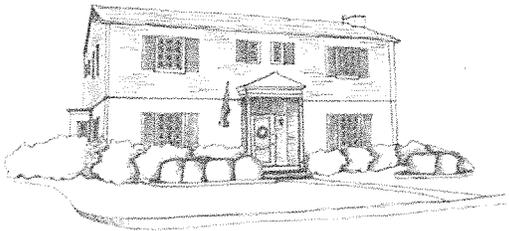
Spanish



Victorian

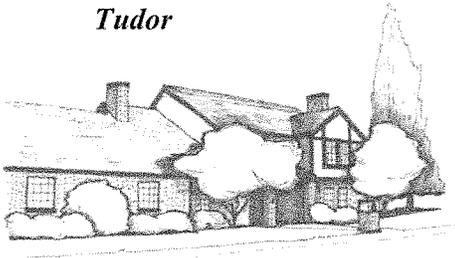


Colonial



Monterey

Tudor

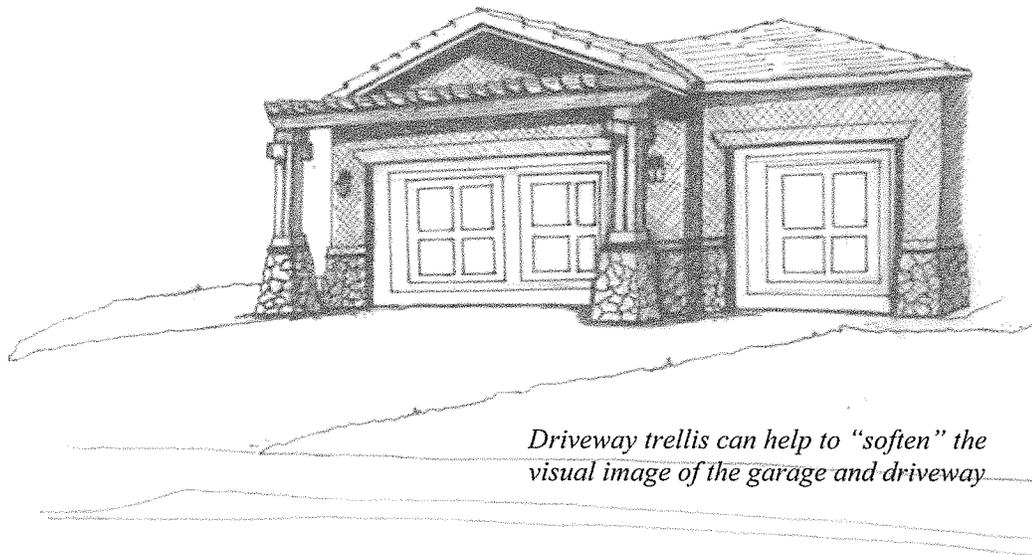


Craftsman Bungalow



Other Design Mechanisms

1. Consideration should be given to “softening” the garage and driveway area with a carport trellis (see illustration below)
2. Side and rear building facades should be designed with attention to architectural detail comparable to the front façade, particularly if visible from streets or adjacent properties. This is especially true for corner lots



Driveway trellis can help to “soften” the visual image of the garage and driveway.

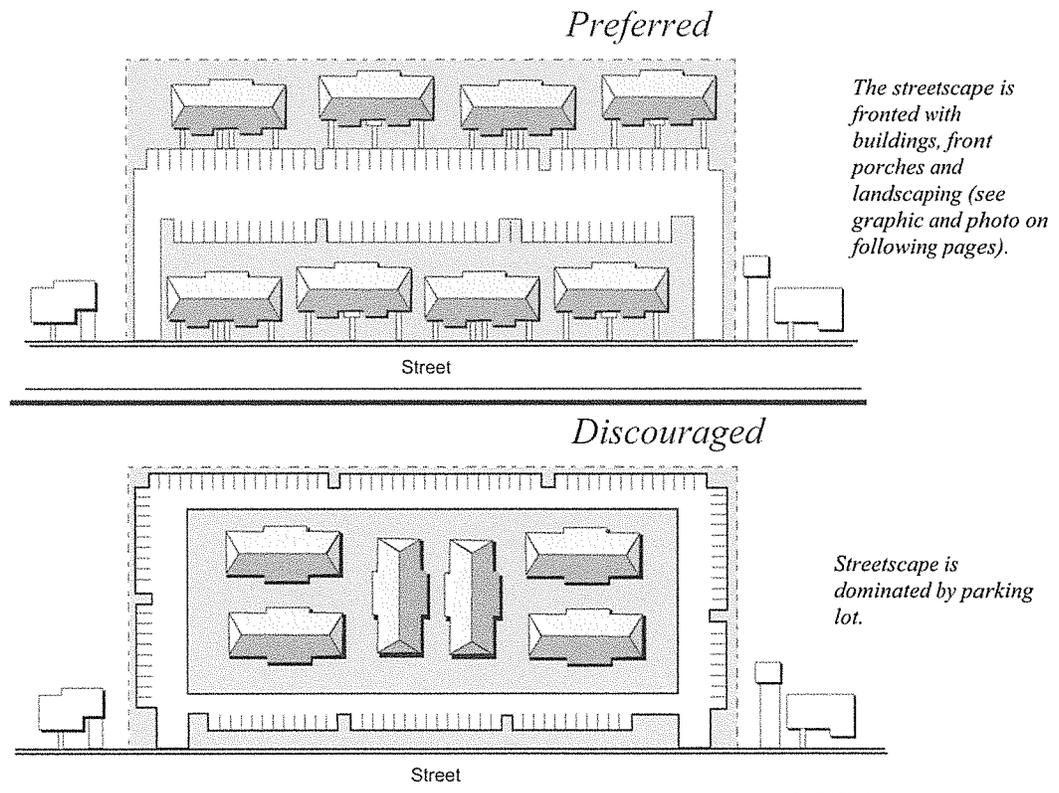
4.0 • Multiple Family Residential

4.1 Site Planning

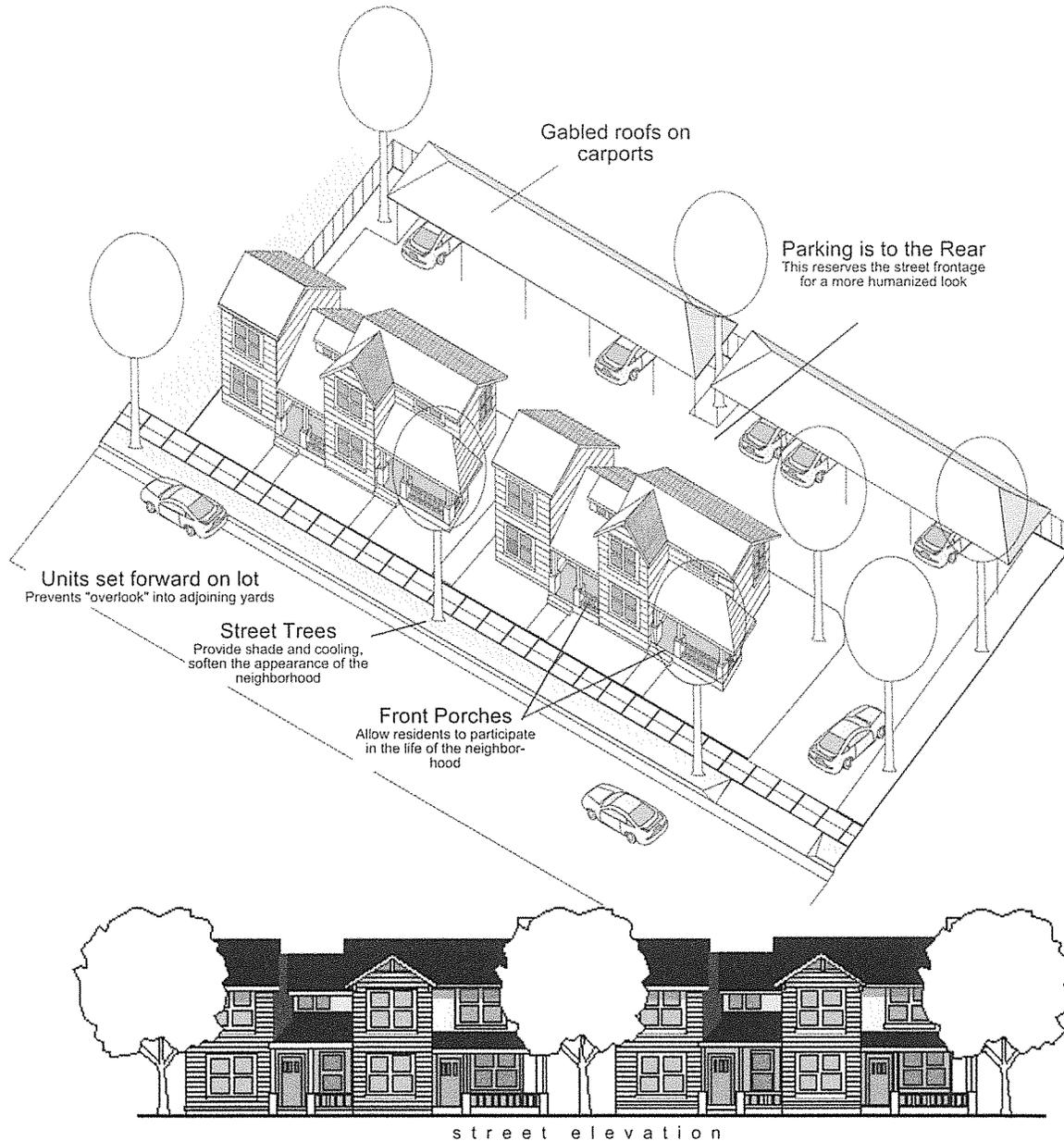
Regardless of size or number of units, multi-family projects should be designed to integrate into the surrounding neighborhood. Design techniques include:

1. Buildings should be “pulled forward” on the lot, towards the street, with parking to the rear. This helps multi-family projects better harmonize with the existing streetscape and surrounding neighborhood.

Site Planning Concepts



2. Units fronting the street should include a front door facing the street.
3. Units with doors facing streets should include a useable front porch at least six feet in depth and eight feet in width.

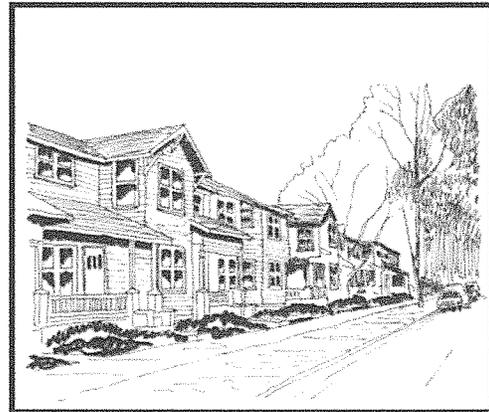


Units feature useable front porches
Parking is to the rear.

4.2 Architectural Character

1. Multi-family residential development should utilize architectural styles that are native and traditional to Famersville and the San Joaquin Valley. These styles are addressed in the Single Family Residential design guidelines (on page 3-5) and include:

- Craftsman
- Spanish
- Mission
- Monterey
- Victorian
- Tudor



This multi-family example displays many positive design features, including useable front porches, as well as trim detailing around windows and eaves. Parking is out of sight, behind the buildings.

2. Multi-family buildings should visually harmonize adjacent residential neighborhoods by use of the following techniques:

- a. Integrate architectural elements and building articulation that is similar to the surrounding neighborhood.
- b. Use similar colors, details, and finish materials as those in the adjacent neighborhood.
- c. Use shape and massing that conforms to existing neighborhood scale.

Building Form and Massing



Preferred



Discouraged

3. All multi-family residential development should incorporate the following elements:

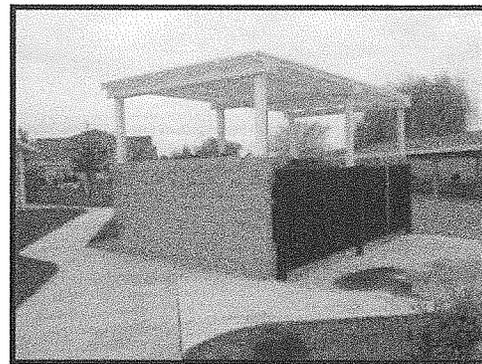
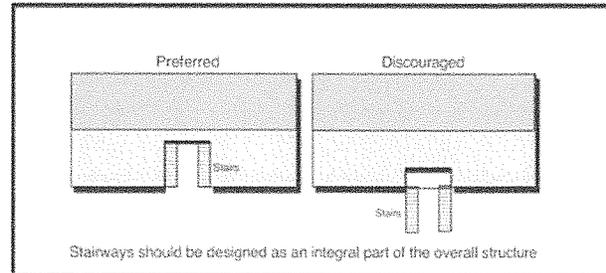
- a. Varied front setbacks within the same structure with staggered unit plans;
- b. Varied rooflines (especially where the building exceeds 20 feet in height). Roof lines of

Form and massing: Example at top has roof line similar to that of adjacent unit. Example at bottom is rectangular and "blocky" and does not relate to surrounding neighborhood.

large buildings should be varied to reduce apparent scale and mass. Use of overhanging eaves, parapet wall details and three dimensional cornice treatments can enhance character of the roof line area.

- c. Use of reverse building plans to add variety; and
 - d. Variation in exterior color of adjacent units, groupings of units or buildings.
4. Stairways should be designed as an integral part of the overall structure and should incorporate materials used in the main building. Exposed “motel-style” prefabricated stairways composed of concrete and open wrought-iron railing is discouraged (see right, above).
5. Accessory structures such as club houses, equipment buildings, trash enclosures (see right), etc. should be architecturally treated to be consistent with main buildings.
6. Carports should be designed to complement the aesthetic character of the buildings. Towards this end, carports with gabled roofs are preferred over flat-top carports (see right).
7. Large roof mounted equipment (AC units, etc.) is discouraged (such equipment should be ground-mounted). Where necessary, such roof-mounted equipment should be screened from view through the use of parapets or similar devices that complement the architectural character of the building.

Stairway Treatment



Trash enclosures should be designed to blend with the character of the site and should be screened with landscaping and include an overhead arbor.



Carports should be designed to compliment the architectural style of the buildings. Gable-roofed carports are preferred over flat top designs.

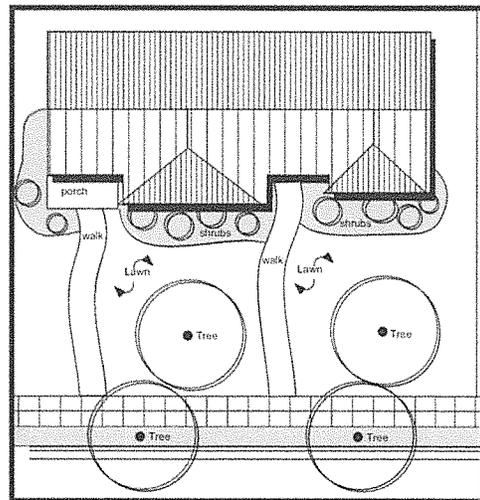
8. Exterior lighting should be designed to complement the overall architectural character of the site. Utilitarian light fixtures are discouraged.



Exterior lighting should be designed to compliment the overall architectural character of the project.

4.3 Landscaping

1. Multi-family developments should have a highly landscaped appearance, ideally incorporating an attractive combination of turf, shrubs and shade trees.
2. Utilize landscaping to enhance a sense of security and maintain street visibility of doors and windows and visibility from within the development.
3. Consider planting native varieties of spiny or thorny plants below ground-floor windows to discourage unwanted access.
4. Parking areas that face the street should be screened with a low hedge.



Landscaping should feature an appropriate combination of turf, shrubs and trees.

5.0 • Commercial Design

Design guidelines are established in this chapter for the following topics:

- Site Design for Large projects and sites
- Parking Lot Strategies
- Corner Lot Design
- “Big Box” Façade Design Strategies
- Mixed Use Projects
- Small Commercial Sites
- Architectural Strategies
- Signs
- Landscaping (including parking lot landscaping)

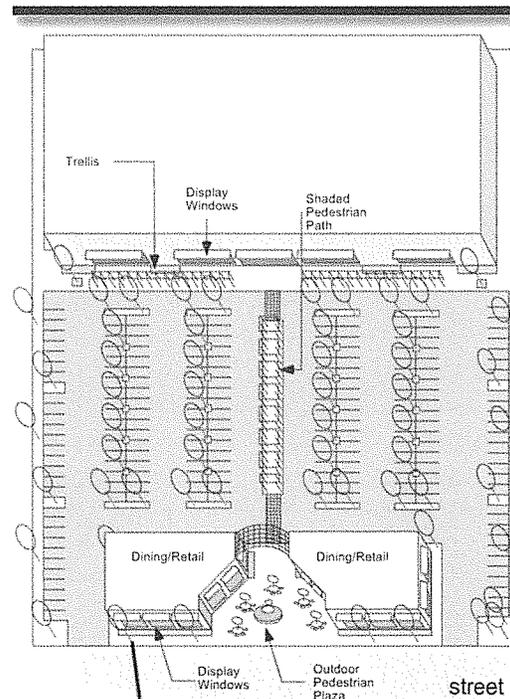
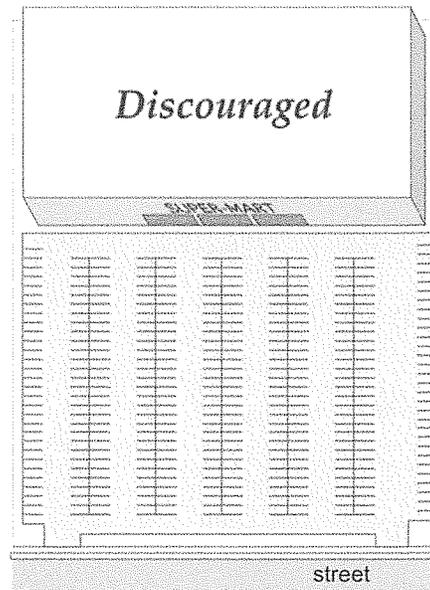
Project designers should also see Chapter 6 for downtown commercial projects, as well as Chapter 7 for special project types and design details.

5.1 Large Project Site Design

1. Large sites (such as shopping centers) should be designed to be pedestrian friendly, reduce the visual dominance of parking lots, and highlight the appearance of the building facade. The following general principles should be followed:
 - a. Avoid large expanses of parking lot. Parking areas should be screened with smaller buildings set forward toward the street (see diagram to the right)
 - b. Pedestrian plazas and walkways should be provided in the site design
 - c. Arbors and shade trees should be established (see “Parking Lot Strategies”, on the next page).
 - d. Effort should be made to establish pedestrian connections with adjacent commercial areas and surrounding residential neighborhoods.
 - e. Where feasible, mixed use elements should be provided, including residential units (see page 5-5 for design strategies).

See also “Big Box Façade Design (p. 5-4) and “Architectural Strategies” (p. 5-7)

Site Design for Large Projects

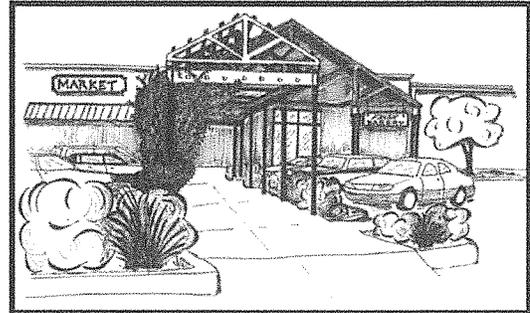


Additional buildings are placed at the street edge to visually screen an otherwise expansive parking lot. An outdoor plaza leads to a pedestrian arbor through the parking lot to the main building.

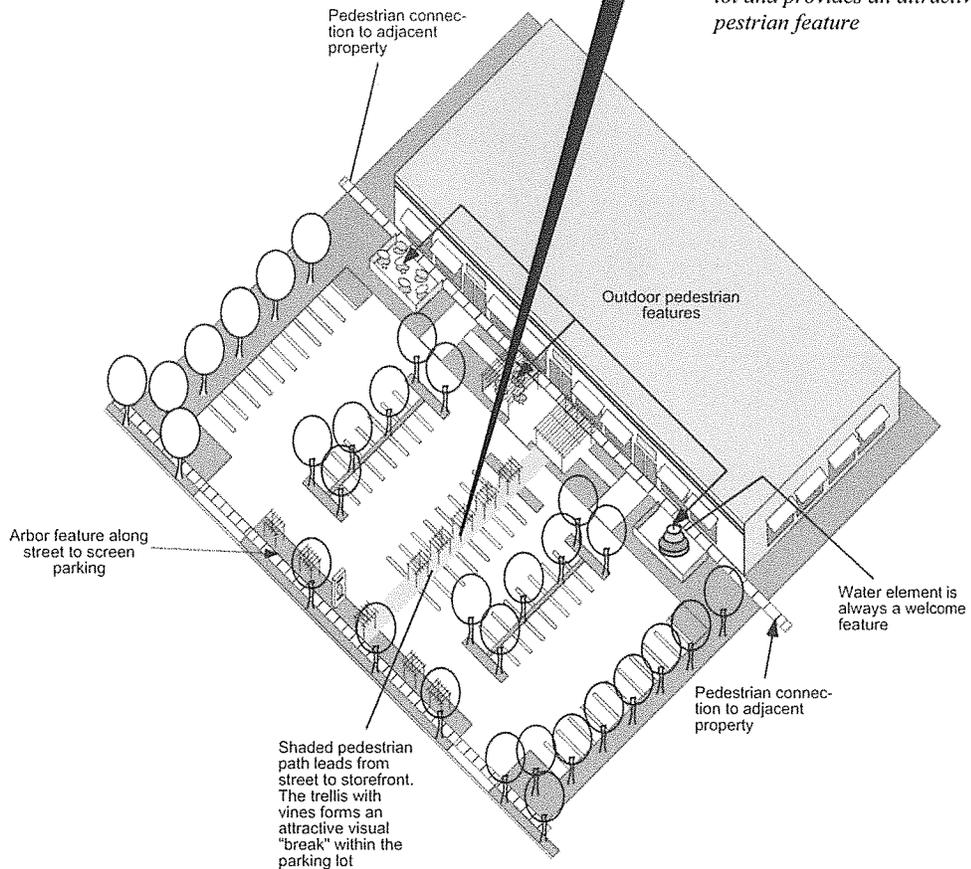
5.2 Parking Lot Strategies

Where screening of the parking lot as previously illustrated is not possible, as many pedestrian amenities should be included in the parking lot and building exterior as possible. The graphic below illustrates various elements that should be considered, including:

1. Shade trees and landscaping.
2. Parking lot pathways, shaded with arbors (see illustration to the right).
3. Store front pedestrian areas with seating
4. Fountains and statuary
5. Effective pedestrian connections with adjoining properties.
6. Low level screening walls
7. Earthen berms



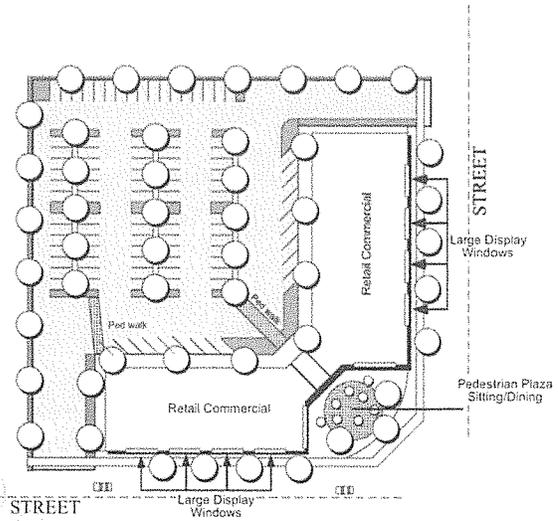
Parking Lot Trellis over pedestrian walkway. This feature visually "breaks up" the expanse of parking lot and provides an attractive pedestrian feature



5.3 Corner Lot Design

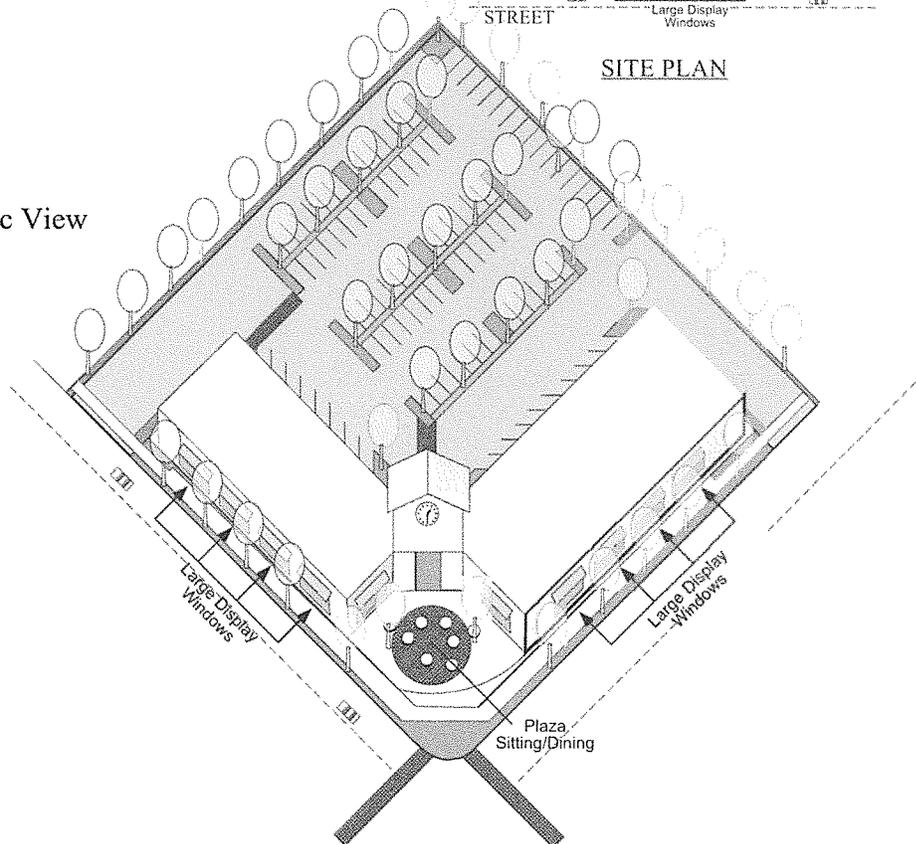
Corner lots present special opportunities for good project design. The diagrams below and to the right illustrate a preferred design strategy for a commercial corner-lot location. Desirable design strategies include:

1. Situate buildings against the street corner with parking to the rear.
2. To the extent practical, buildings should feature large display windows and entrances along the street sidewalk.
3. Provide a pedestrian plaza at the corner.
4. Establish pedestrian connections from the parking lot to the street.
5. Pedestrian walkways through parking lots should be maximized.



SITE PLAN

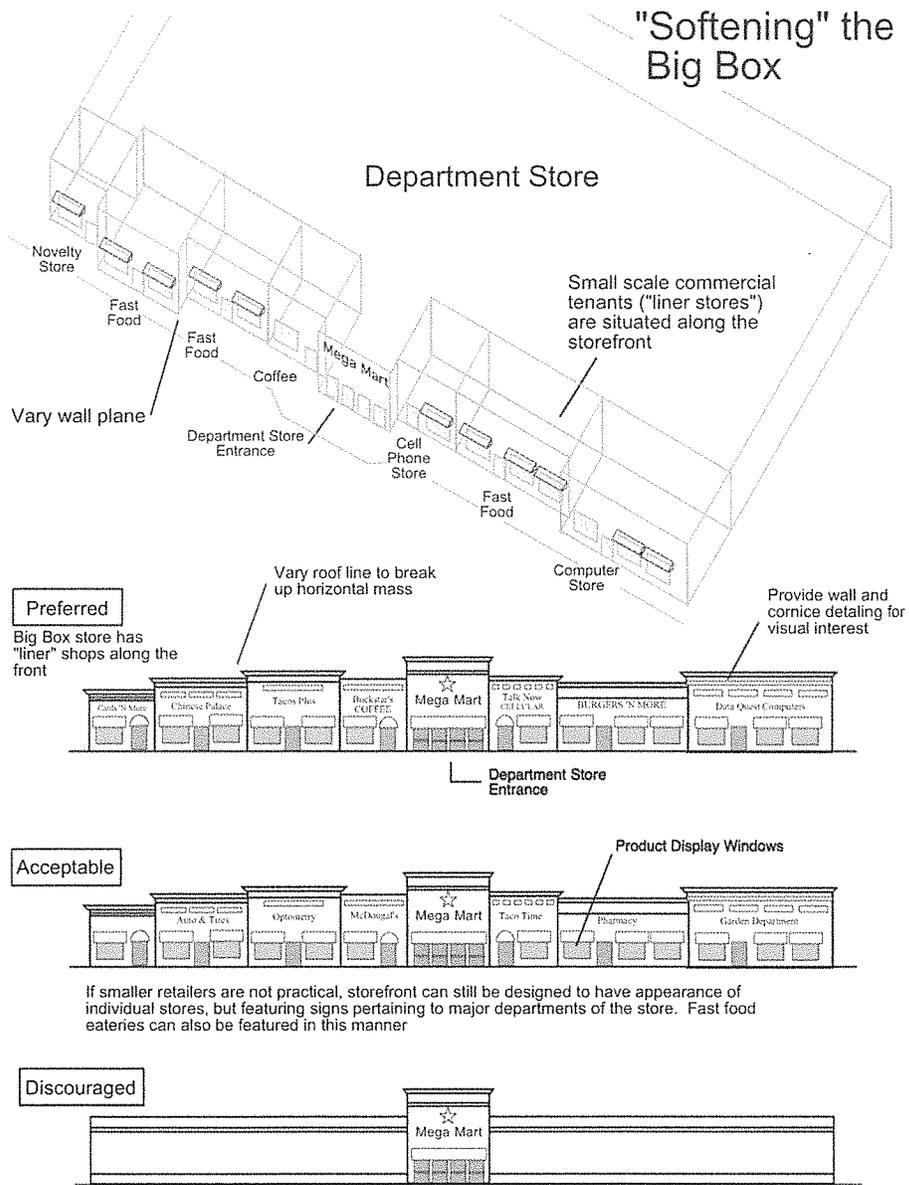
Axonometric View



5.4 “Big Box” Façade Design Strategies

Large stand-alone commercial stores should be designed to avoid the appearance of a large box-like structure. Architectural detailing on exterior walls, such as insets, varied wall planes, alternating colors and the use of “liner shops” is recommended. Other site and parking design guidelines from this chapter should also be utilized.

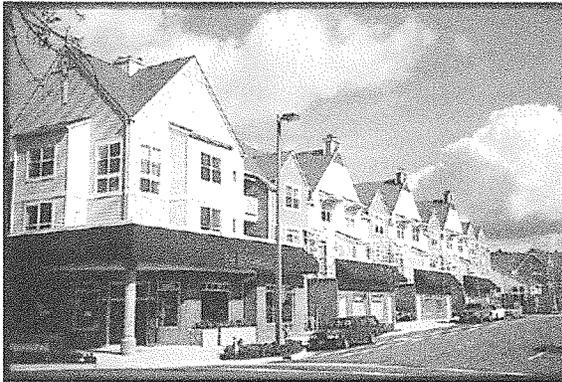
See also “Architectural Strategies” on page 5-7”



5.5 Mixed Use

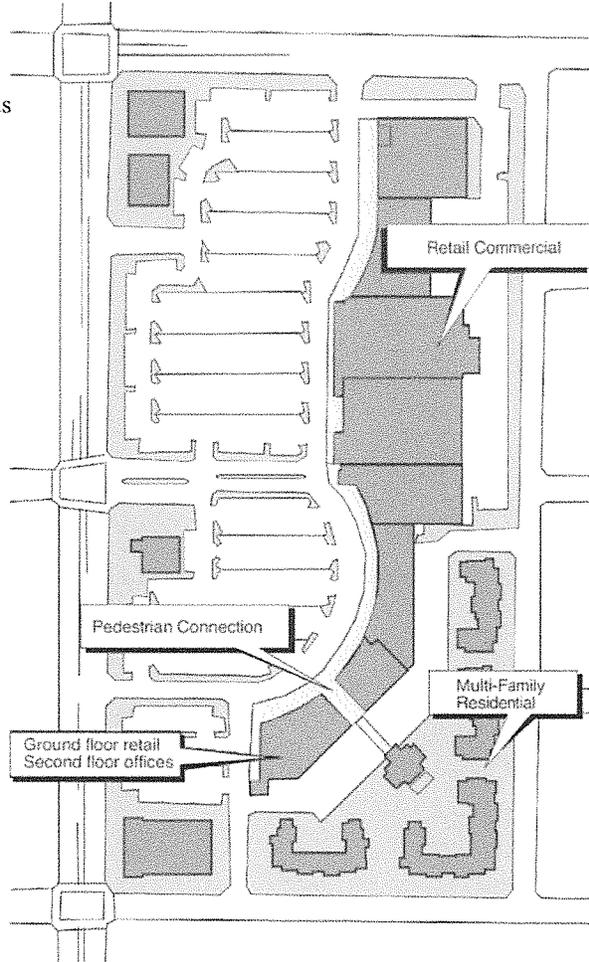
Farmersville encourages developers to consider projects that combine commercial and residential uses on one site. Mixed-use projects can either be horizontal (with commercial and residential on separate portions of a site, as illustrated to the right), or vertical (typically with commercial/office on the ground floor and residential on upper floors, illustrated below).

Vertical Mixed Use



Vertical mixed use project has retail commercial and offices on the ground floor, with dwelling units above.

Horizontal Mixed Use

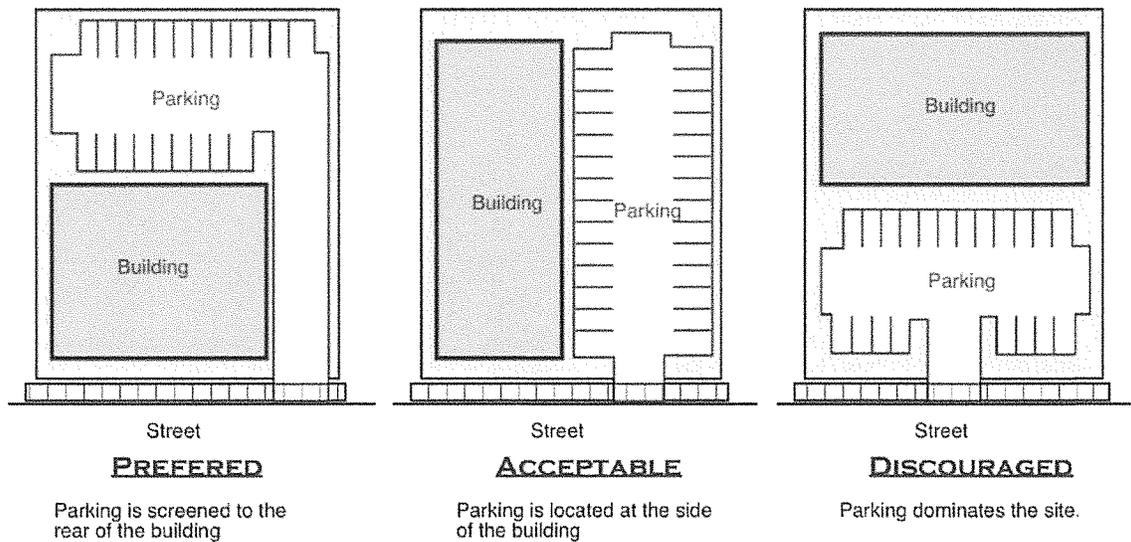


Example of a horizontal mixed use project – a shopping center with a multi-family project tucked into one corner. A pedestrian paseo allows residents to walk directly into the shopping center.

5.6 Small Commercial Sites

Small commercial sites (generally smaller than one acre) present special design opportunities. A streetscape should not be dominated by parking lots. Toward this end, sites should be designed with parking to the rear or to the side of the building. If parking must be placed between the building and the street, additional amenities (as listed above under “Parking Lot Strategies” (p. 5-2)) should be included.

Small Sites Design Strategies



With small development sites, care should be taken that parking does not dominate the site. Sites should be designed with parking to the rear or the side of buildings.

5.7 Architectural Strategies

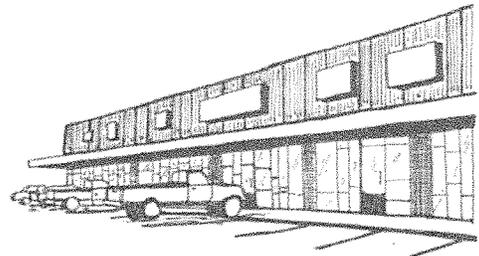
Commercial buildings should be pedestrian in scale, utilizing the following design techniques and mechanisms:

1. Architectural styles that reflect the traditions and history of Farmersville and the San Joaquin Valley are preferred over “modern” “contemporary” and franchise design styles that are repeated in every other community. Preferred commercial styles include Spanish, neoclassical, Mediterranean and Western false front. The City maintains a photo library of good examples of these styles.
2. Buildings should be articulated in a fashion similar to the pedestrian-oriented buildings found in downtowns. Use of insets, overhangs or arcades (roofed passageways), cupolas or clock towers, arbors and other design elements are encouraged. Building facades should avoid blank walls greater than 30 feet in length at street level.
3. Use three-dimensional cornice treatments, parapet wall details, overhanging eaves, etc. to enhance the architectural character of the roof, and conceal roof equipment. For large buildings, roof lines should be varied to reduce mass and building scale.
4. Buildings should feature large show-windows along sidewalks and along street frontages.
5. Roof-mounted equipment should be screened from view with parapet walls or similar screening devices.

(continued on next page)

Preferred

Variety in façade and roofline



Discouraged



No blank walls! This building has generous windows (shaded with awnings) along the street. It could have just as easily been a blank wall.

6. As noted above, walls should be avoided along parking lots, public streets and other areas visible to the public. The use of show-windows is preferred, but where this is not practical, other methods should be used such as trellises for climbing vines or architectural detail like columns and tile insets, for example.

*Also see “Franchise Architecture Strategies”
in Chapter 7*

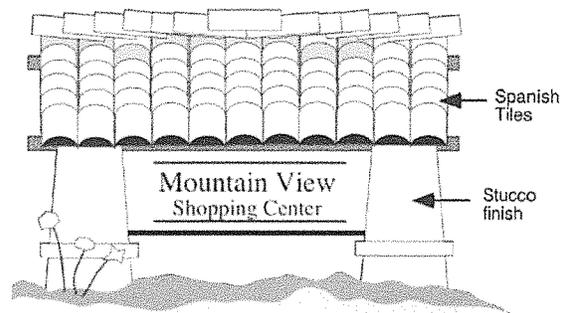


*Walls that would otherwise be “blank”
should receive some type of architectural
treatment, such as trellises, as illustrated
above.*

5.8 Signs

Sign regulations found in the sign ordinance must be observed, however the following general design guidelines should be utilized.

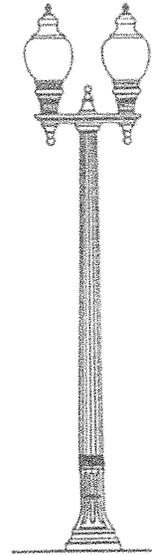
1. Signs should be compatible with the design of the building and its architectural style.
2. Stark color contrasts in signs should be avoided. Sign colors should be muted – use of significant quantities of primary colors should be avoided.
3. Free-standing signs shall be monument-style signs as opposed to pole signs.
4. The design of freestanding signs should feature architectural elements that relate the sign to the buildings they advertise (see example to the right).
5. For multi-tenant buildings or shopping centers, a coordinated sign design scheme is required.



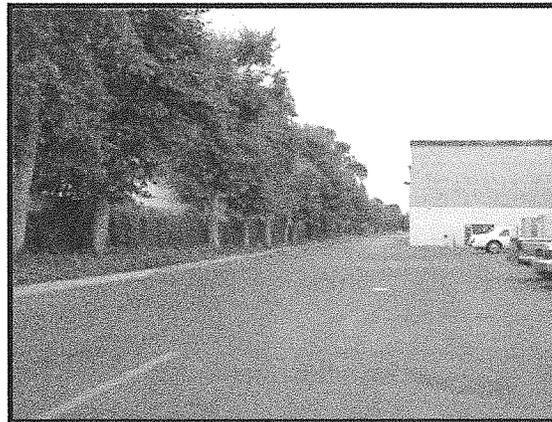
*Free standing monument-style signs should
receive architectural treatment that relates to
the overall site.*

5.9 Landscaping

1. Landscaping should incorporate an appropriate combination of shrubs, turf, trees and flowers. Where increased maintenance allows, additional elements such as trellises, arbors, benches and fountains should be included. Landscaping should be designed to accentuate positive design elements and screen negative views as well as ensure safety and visibility.
2. For beauty as well as graffiti prevention, climbing vines should be used to screen masonry walls, including perimeter walls trash enclosures and other appropriate locations.
3. Pedestrian-scaled ornamental lighting should be provided along with walkways for commercial projects. Lighting fixtures should be of a design that complements the style of architecture of the project. Standard cobra-head light fixtures should be avoided.
4. Service areas for refuse collection and deliveries should be located away from customer entries and should be screened from view.



Decorative pedestrian-oriented light fixtures are encouraged.



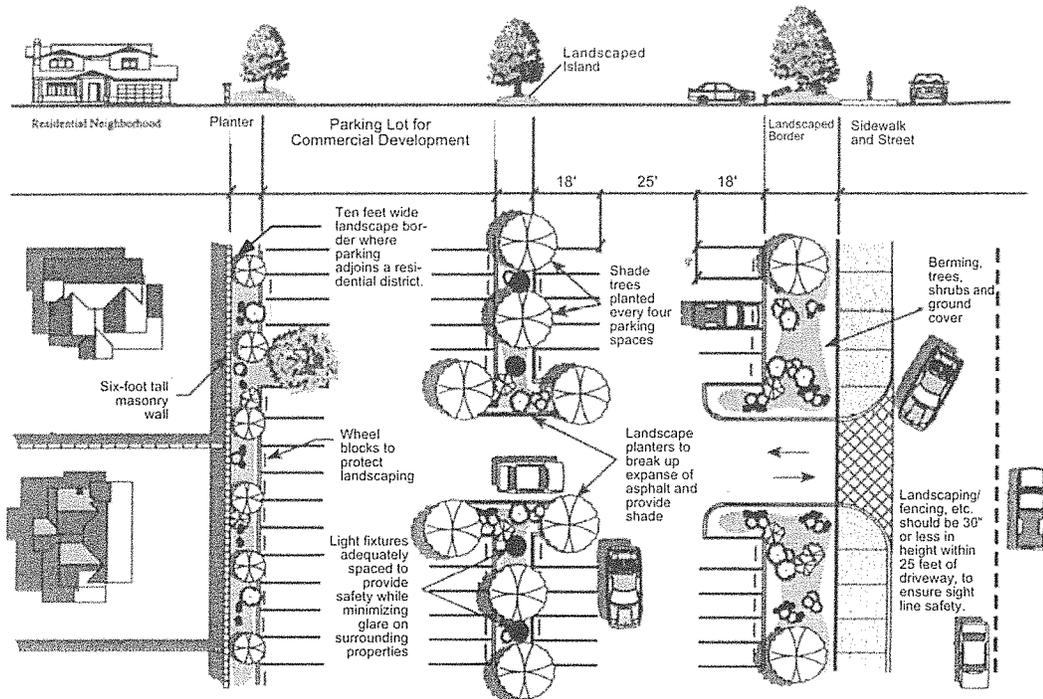
Walls should be planted with climbing vines and buffered with shade trees and shrubs.

5.10 Parking Lot Landscaping

Parking lots shall feature landscaping to promote an attractive visual environment and reduce summer heat buildup. The following techniques are recommended:

1. Landscaping or mounding shall be provided in the area between a parking lot and the street right of way. Alternately, a low screening hedge or wall with climbing vegetation shall be provided.
2. For each four spaces, one shade tree shall be provided within a planter not less than four feet by four feet wide, surrounded by protective curbing. In general, shade trees shall be provided to obtain shading of 50% of the parking lot within fifteen years.

Parking Lot Landscaping Strategies



3. Landscaping should be situated so that it does not interfere with vehicle sight-lines, nor with the front end of parked vehicles.
4. Landscape planters should be provided along masonry walls and along building walls. Climbing vines should be established to screen masonry walls and prevent graffiti.

6.0 • Downtown Commercial

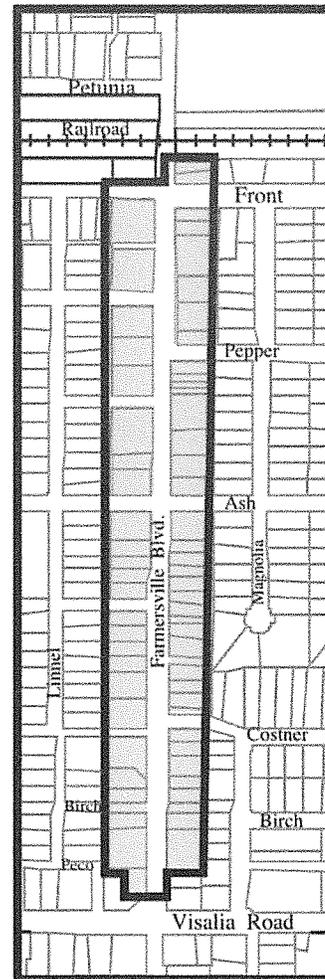
Farmersville’s downtown is a unique part of the community characterized by pedestrian-oriented shopping. Buildings tend to front immediately onto the sidewalk, and feature large display windows. Parking lots are mostly located to the rear or side of buildings. In order to strengthen the character of this special area, the City has previously adopted the “CC” (Central Commercial) zone district – which includes special zoning standards to reinforce the downtown “feel” in this part of the City. This section of the design guidelines provides strategies to help strengthen Farmersville’s downtown as a special place.

General Concepts

New development in the downtown should reinforce the area’s pedestrian-oriented shopping environment. Positive design elements that exist in the downtown area include:

- Storefronts located immediately behind the sidewalk;
- Stores with large windows that permit window shopping;
- Awnings and arcades that provide shade for pedestrians;
- A variety of stores in a small area – facilitating pedestrian shopping;
- Off-street parking is located to the rear or to the side of buildings;
- Architectural styles that reflect Farmersville’s history and that of the San Joaquin Valley.

Downtown Farmersville

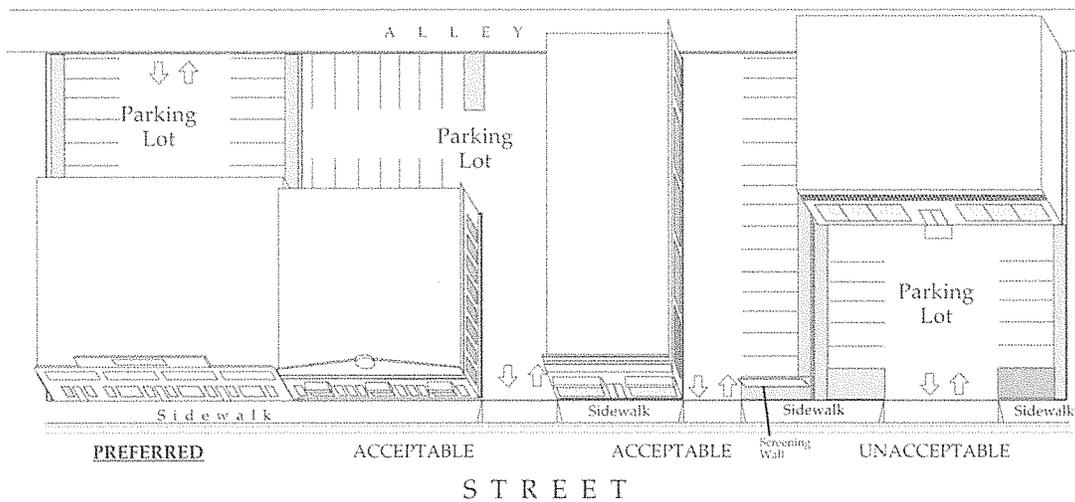


Downtown Farmersville design area.

6.1 Site Planning Concepts

1. Consistent with standards of the CC zone, new buildings in the downtown must be located along the front property line, at the back of the sidewalk. On-site parking must be located to the rear or to the side of buildings. This concept is illustrated below.

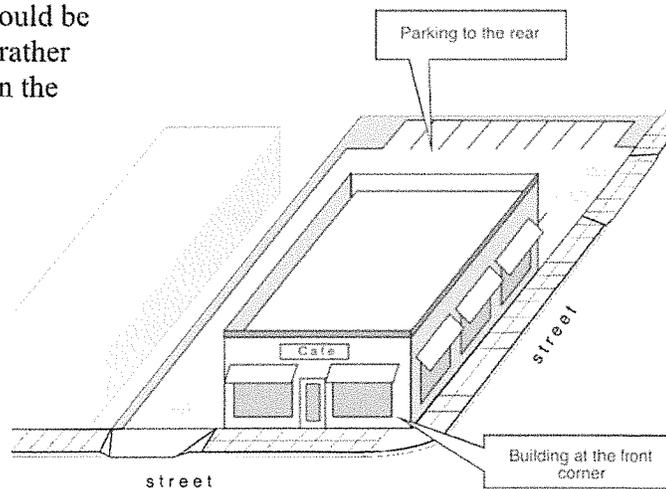
Relationship of Buildings to the Street



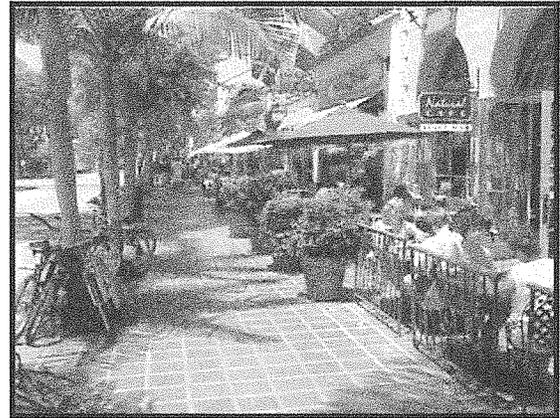
New buildings in the downtown must be situated forward on the lot (at the back of the sidewalk). This helps to reinforce Downtown Farmersville's unique pedestrian atmosphere.

2. New development on corner lots should be situated immediately at the corner (rather than the parking lot being located on the corner).

Corner Lot Site Planning



3. Useable open spaces such as courtyards and plazas with outdoor seating, landscaping, water features, etc. are encouraged. Pedestrian corridor access (paseos) should be provided to link rear parking lots to the street. Sidewalk dining is also encouraged, as long as a sufficient distance from the curb is maintained (usually eight feet, minimum).
4. Side and rear setbacks should be determined on a case-by-case basis. In most cases it is preferred that downtown buildings be designed to cover the entire lot, with no side yard setbacks.

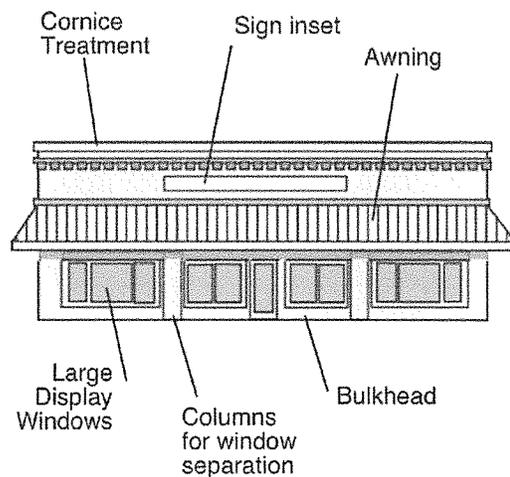


Sidewalk dining helps to add life to the downtown streetscape.

6.2 Architectural Design

1. The following urban design elements are considered most desirable for new downtown development or redevelopment:
 - a. Significant wall articulation (e.g. insets, alternating with columns, etc);
 - b. A variety of surface textures, provided that they are appropriate to the particular architectural style of the building;
 - c. Large display windows at street level for the display of merchandise and to allow shoppers to see inside the store. Windows must extend across the majority of the wall and a significant vertical distance;
 - d. Overhangs and arcades or awnings;
 - e. Regular window placement;

Desirable Façade Elements for Downtown Buildings

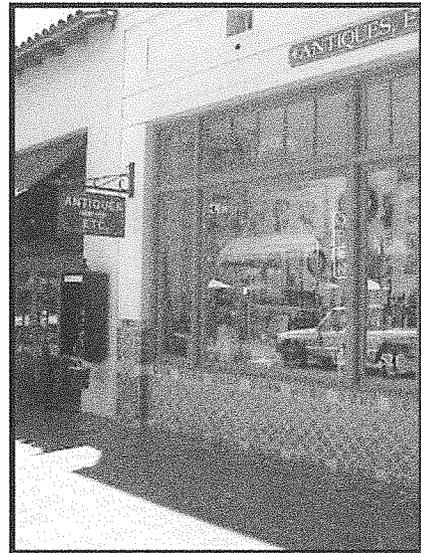


- f. Pedestrian-scale signs that compliment the style and character of the individual building.

This graphic displays some of the most desirable elements of good downtown building design

The following design elements are considered *undesirable* and should be avoided for new downtown development or redevelopment:

- a. Large, blank unarticulated walls;
- b. Highly reflective surfaces of buildings;
- c. Reflective window tinting;
- d. A mix of unrelated styles (e.g., rustic wood shingles with polished chrome) on the same building;
- e. Highly visible outdoor storage, equipment and loading areas;
- f. Large, flashy signs that are out of scale and character with the building.
- g. Contemporary “ultra-modern” styles and materials.

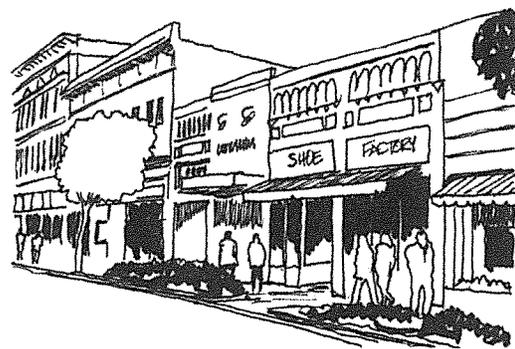


Large display windows help to make the downtown a more inviting place. Windows should extend a significant width and height of the wall.

6.3 Building Mass and Scale

- 1. The height and scale of new development should be compatible with the scale of surrounding development. Scale is the relationship between the size of the structure and the size of adjoining structures. Scale is also the manner in which the proposed building’s size relates to the size of a human being. Large scale building elements can appear overwhelming if situated in a visual environment that is predominantly smaller in scale.
- 2. The scale of a large building should be “broken up or reduced by creating horizontal emphasis of the building. This can be accomplished through the proper use of

Building Height and Scale



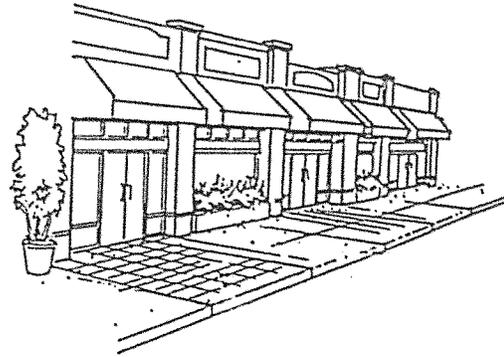
The height and scale of new development should be compatible with the scale of surrounding development.

window patterns, roof overhangs, the use of trim moldings, awnings, eaves, or other ornamentation, by using a combination of complimentary colors, and through the use of landscaping.

3. Blank solid walls of buildings visible from public view, including bland areas above cantilevered canopies should be avoided. If such walls are necessary for interior or structural reasons, the structure wall shall be treated with some form of articulation such as larger awnings, cornice bands, dentils or similar materials.
4. The facades of adjacent structures should be considered in the design of new buildings to avoid clashes in architectural style and materials.
5. Buildings with flat or oversimplified facades (e.g. straight roof-lines without definition) should utilize parapet walls and/or cornice detailing to give greater stature to the building as well as the entire block on which the structure is located.
6. Canopies and awnings are desirable elements in the downtown and are encouraged to shelter the openings of each building from sun and rain. New canopies and awnings should be respectful of the style and character of the structure on which they are attached, particularly in terms of materials and colors.

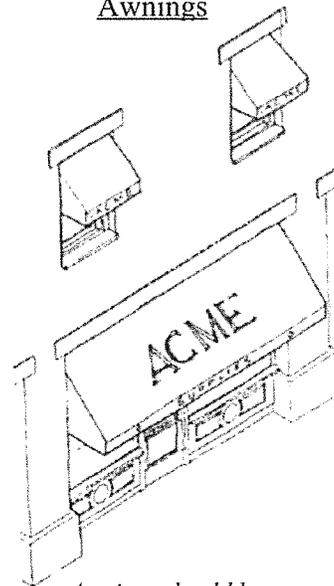
The highest point of a canopy or its support structure shall not be higher than the mid-point of the space between the second story window sills and the top of the first floor store front window, awning, canopy or

Building Compatibility



Facades of adjacent structures should be considered in the design of new buildings.

Awnings



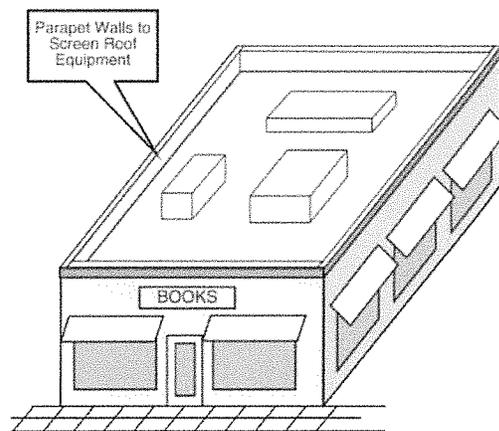
Awnings should be appropriate in size and scale to the windows they shade.

transom. Awnings should also be set inside vertical elements on the building such as columns, pilasters or storefronts that are indented.

7. Awnings, trellises and other accessory structures that do not restrict pedestrian or vehicular movement may project into the public right-of-way, subject to clearance requirements specified in the Zoning Ordinance. In general, awnings should be no less than 8 feet above the sidewalk.
8. Existing historically significant buildings should be maintained. Any physical changes shall be done in a manner that is consistent with the original architectural style.
9. For safety, identification and convenience, entrances of buildings and parking areas shall be well illuminated.
10. Mechanical equipment (e.g. air conditioning units) should be screened from view from the public right of way through the use of parapets, cornices or other treatments. Mechanical equipment should not be mounted on street arcades, in front windows or other visible locations.



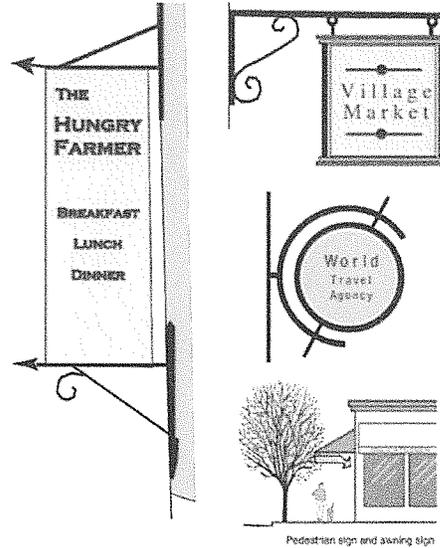
Screening Roof Equipment



6.3 Signage

1. Every building should be designed with a precise concept for signage. Provisions for the placement of signs, the scale of signage in relation to the building, and sign readability should be considered in developing the sign concept. All signage should be compatible with the building and site design relative to color, materials, and placement.
2. Avoid large, excessively illuminated, flashing, or moving signs to create visual clutter.
3. For awnings, one line of copy is allowed on the verticle (hanging) portion of the awning. The size and color of lettering should be appropriate to the size and color of the awning.
4. Pedestrian-oriented “projecting” signs are encouraged. This type of sign should be at least eight feet above the sidewalk. Projecting signs should be used in lieu of a flush-mounted wall sign.

Pedestrian-Oriented Signs



Pedestrian sign and awning sign

Pedestrian-oriented “projecting” signs are encouraged.

6.4 Landscaping

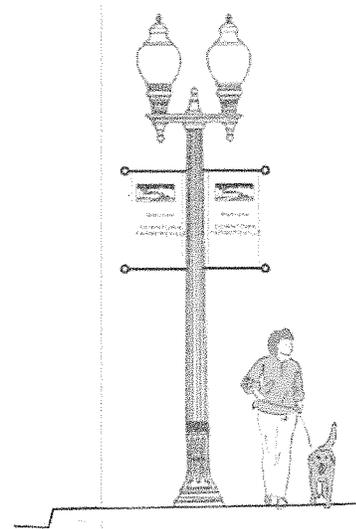
1. Where appropriate, vines and climbing plants integrated upon buildings, trellises and perimeter garden walls are encouraged. Some plants that are encouraged include bouganvillea, grape ivy, and wisteria vines. Care should be taken that vines that might damage masonry walls are not used.

6.5 Right-of-Way Improvements

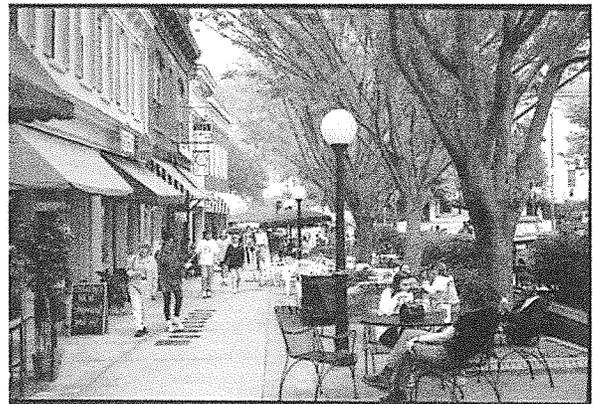
A significant part of the downtown lies within the right-of-way of Farmersville and has an effect on the feel and quality of this area. New development project will be expected to install certain improvements to further enhance the downtown.

1. New street trees should be established along Farmersville Boulevard and cross streets, as new development occurs. Street trees should have a large canopy to create shade and cool pavement. Street trees should exhibit some or all of the following characteristics:
 - a. High canopy, minimum seven feet above the ground.
 - b. Good shading qualities.
 - c. Drought-tolerant and low maintenance.
 - d. “Clean” with minimal fruit and sap.
 - e. Longevity.
 - f. Seasonal foliage and flowers.
 - g. Wind resistant.
2. New street lamps with antique-styling. Street lamps may be accented with banners, when appropriate.
3. Other street lamps and sign poles should be treated with gloss black or dark green finish, as appropriate.

Street Lamps



Street Trees in Downtown



7.0 • Special Uses and Design Details

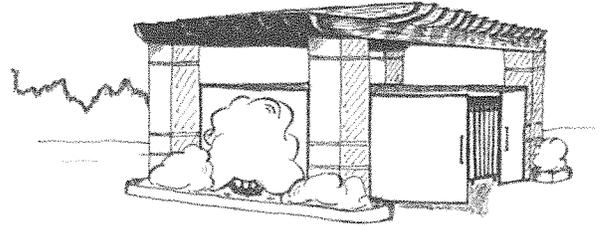
This chapter presents design strategies for certain uses that often present special design challenges. The chapter also includes guidelines for certain design details common to many projects – primarily commercial and industrial, but also residential.

Design guidelines for special uses that are addressed in this chapter include:

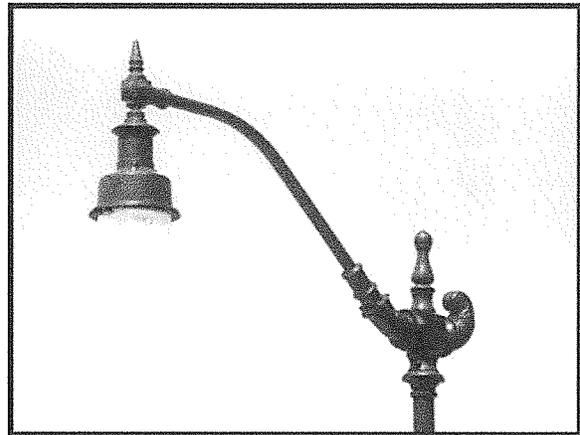
- Auto repair garages
- Service stations
- Fast food/franchise developments
- Metal buildings

Design details that are addressed include:

- Trash enclosures
- Roof-mounted equipment
- Backflow devices and utilities
- Lighting
- Fencing



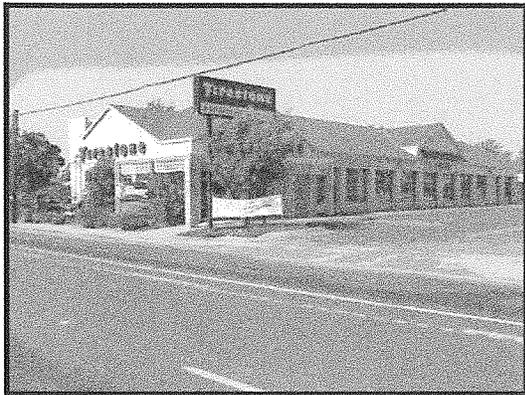
Trash enclosures should be designed to complement the overall project with architectural detailing and landscaping.



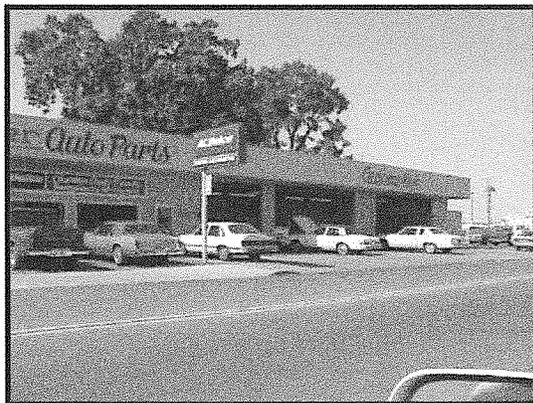
7.1 Special Uses

A. Auto Repair/Tire Shops, etc.

1. Auto repair businesses should utilize architecture that blends well with the surrounding neighborhood.
2. Where space permits it is preferred that the building be oriented so that service bay doors do not open directly onto the street.



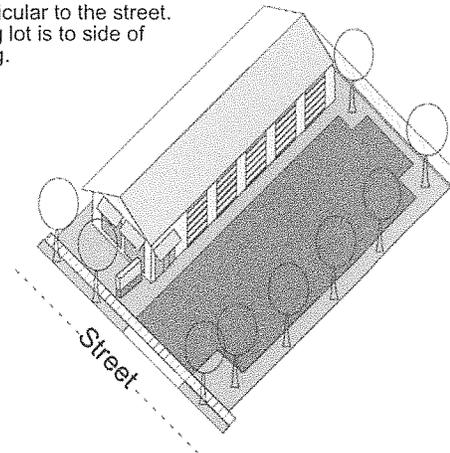
The example above orients service bay doors perpendicular to the street, while the example below opens the bays onto the street.



Site Planning for Auto Repair

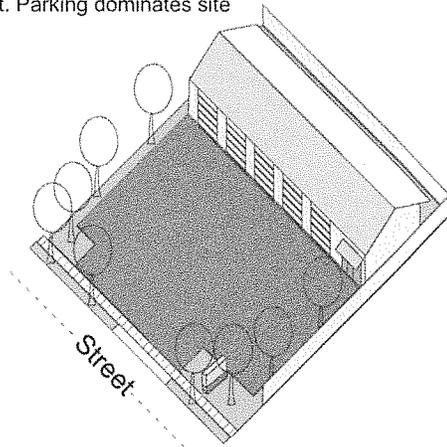
Preferred

Bay doors are oriented perpendicular to the street. Parking lot is to side of building.



Discouraged

Bay doors are oriented parallel to the street. Parking dominates site frontage



B. Service stations

1. Service stations should utilize architectural styles that blend well with adjacent neighborhoods and other commercial development.
2. Where a service station is part of a shopping center, the architectural style should be consistent with that of the shopping center.
3. Pump shelters should be consistent with the architecture of the service station building/convenience store. A gabled pump canopy is preferred over a “flat top” canopy. Flat top canopies should utilize other elements such as molding or trim.

Service Station Fuel Island Canopies

Preferred (gabled roof)



Gabled pump canopy relates to the design of the service station's main building.

Discouraged



“Flat top” pump is discouraged.

C. Fast Food/Franchise Businesses

1. Fast food and other franchise businesses should utilize architectural styles that are appropriate to Farmersville and the surrounding neighborhood, rather than standard franchise styles that are replicated in every community.

Franchise Architecture

Preferred



Discouraged



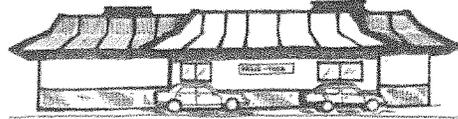
For franchise businesses, such as fast food restaurants, standard corporate architectural styles should be avoided in favor of design that respects the local area and surrounding neighborhood

D. Drive Thrus

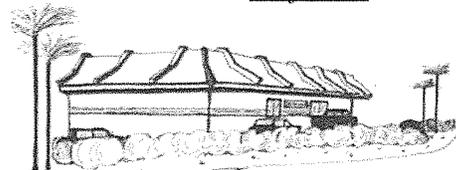
1. Drive thru lanes should be screened from view of the public right of way with the use of landscaping, berming, etc.
2. Additional methods, such as the use of an arbor (see below) should be consider to soften and improve the appearance of drive thru lanes.

Drive Thru Screening

Discouraged

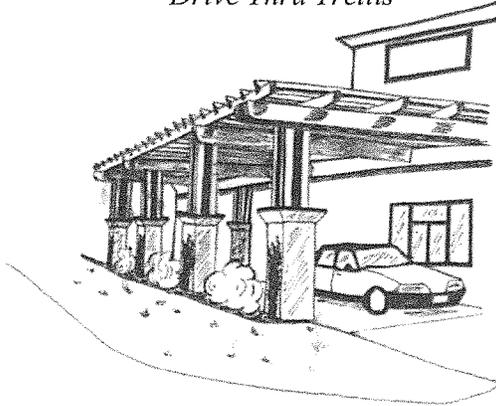


Preferred



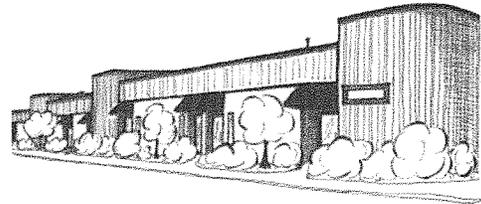
Drive-Thrus should be screened from view of the public right of way

Drive Thru Trellis



E. Metal Buildings

1. Metal buildings are discouraged in downtown and neighborhood commercial areas.
2. Where metal buildings are used, they should receive heightened architectural treatment – standard box forms are strongly discouraged. The use of insets, awnings, trellises and varying (but muted) color schemes should be considered.

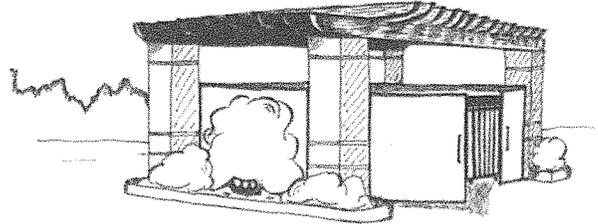


Where used, metal buildings should include heightened architectural detailing such as varied wall and roof planes, colors and awnings.

7.2 Design Details

A. **Trash Enclosures**

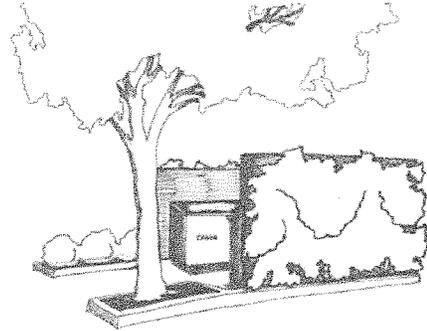
1. Trash enclosures should be considered as an architectural element of the overall project.
2. Walls should receive architectural detailing; climbing vines and shrubbery can be used to screen.
3. Additional details such as a trellis can be used to improve the attractiveness of a trash enclosure.
4. Trash enclosures should be designed with a separate pedestrian entrance – to preclude front doors from being left open.



Trash enclosures should be designed to complement the overall project with architectural detailing and landscaping.

B. **Roof-mounted equipment**

1. Roof mounted equipment, such as air conditioning units, should be screened from view.



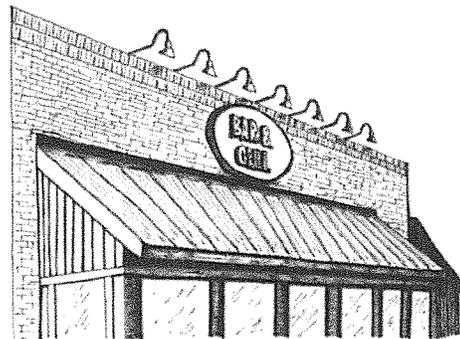
C. **Backflow devices and utilities**

1. Backflow devices and other utility equipment should be screened from view, through landscaping, finished in a subdued color or a combination of these techniques (see below).



D. **Lighting**

1. Lighting should be an integral part of the architectural style of a project. Cobra-head style lights or other basic utility styles should be avoided.



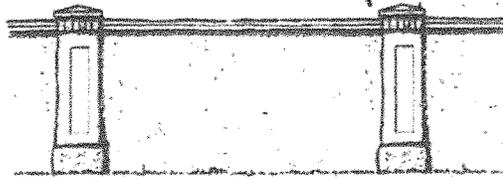
Lighting should be architecturally appropriate to the overall project. Decorative lighting is preferred over standard utilitarian light fixtures.

E. Fencing

1. Fencing should be considered an integral part of the architectural character of a project. Additional details such as stucco finish, brick or stucco pilasters should be considered.
2. Screening through the use of climbing vines or shrubbery should be used. This can also help prevent graffiti
3. Where chain link fencing is used, the fence should be finished in gloss vinyl black or green – as opposed to unfinished galvanized metal.

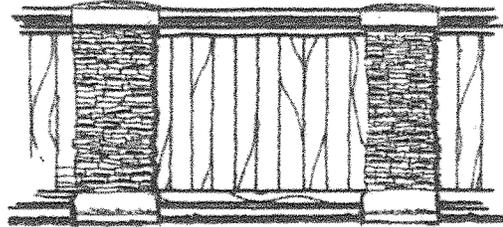
Decorative Block Wall

Along subdivision perimeter. Six feet tall, maximum.



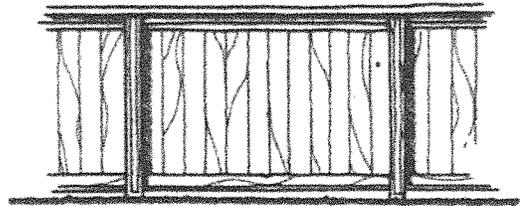
Wood Fence with Stone Pilaster

Along rear and side yards. Six feet tall, maximum.



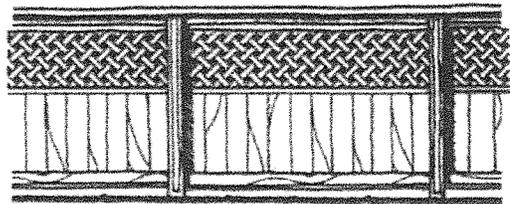
Wood Fence

Along rear and side yards. Six feet tall, maximum.



Good Neighbor Fence

Along selected visible rear and side yard locations. Six feet tall, maximum



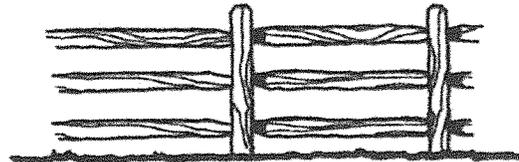
Picket Fence

To be used in front yards. Three feet tall, maximum.



Split Rail Fence

To be used in selected front yards, open-ended cul de sacs and in open space locations. Three feet tall, maximum in front yards. Up to six feet in other locations.



8.0 • Industrial Design

Aesthetics and visual quality may not be quite as critical for industrial development as they are for residential and commercial projects, however the City still wants to set a positive tone – especially for those projects that are highly visible from major streets and highways, or which might border nearby residential neighborhoods or other sensitive land uses (such as schools).

Design guidelines are established in this chapter for the following topics:

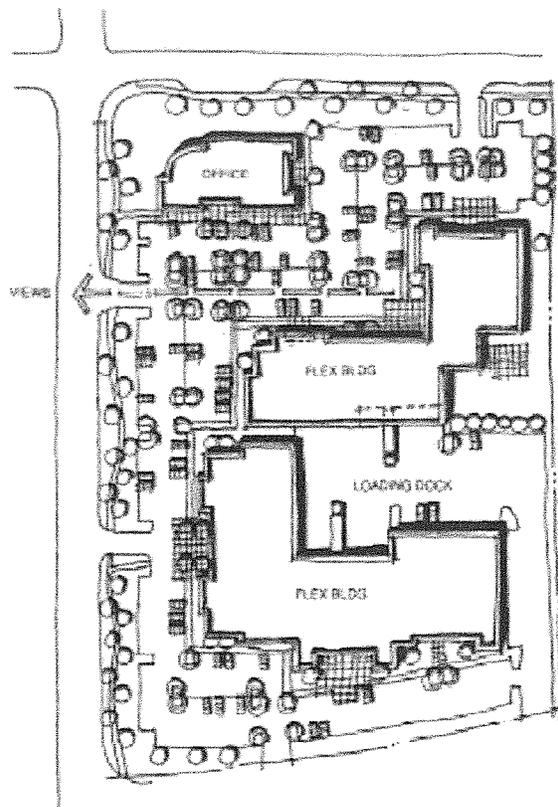
- Site Design
- Landscaping and Buffers
- Screening
- Service, Delivery and Storage Areas
- Parking
- Signs

Project designers should also see Chapter 7 for special project types and design details.

8.1 Site Design

1. Industrial development should be designed in a way that fits in with the surrounding development pattern. This refers to:
 - a. The size and form of new structures in relationship to existing development. For example, where new buildings and uses are similar to those on adjoining sites, the design should reflect similar setbacks, building heights and form, scale and mass, materials, compatible colors and landscape treatments. The intent is not uniformity, but compatibility.
 - b. The spatial relationship between structures and street right-of-way;
 - c. circulation patterns;
 - d. architectural elements in surrounding development.

Site Design



2. New buildings should be oriented toward the adjoining public streets, so that public entrances are a focal point on the building and site layout.
3. The main public entrance to buildings should feature heightened architectural treatment. For example, if the bulk of an industrial structure is a metal warehouse, the main entrance/office area should feature special architectural design consideration – such as:
 - a. Varied setbacks – insets and projections, as appropriate.
 - b. Siding that is different from the rest of the building (e.g. stucco, brick or at least different colors).
 - c. Windows should be framed and/or finished with awnings or similar mechanisms.
 - d. Other appropriate design techniques.

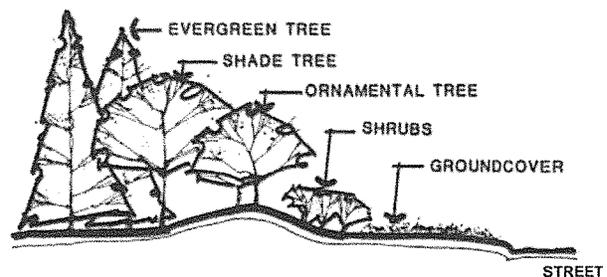


The front of this industrial site looks like an office and has generous landscaping. Equipment storage and industrial activities are primarily on the back side of the building.

8.2 Landscaping and Buffers

1. Care shall be taken to design industrial sites with adequate landscaping and screening, as well as buffering from sensitive nearby/adjacent uses. Methods to buffer projects should include a combination of increased setbacks, walls, landscaping, berms, etc.
2. Projects should present an attractive landscaped frontage along public streets, with significant landscaped setback areas that include attractive combinations of turf, groundcovers, shrubs and trees.
3. Landscaping should include an appropriate combination of turf, shrubs and shade trees, with an emphasis on low-water use vegetation. Shade trees should be emphasized in paved areas where shading can reduce heat buildup.
4. For beauty as well as graffiti prevention, climbing vines should be used to screen masonry walls, including perimeter walls of trash enclosures and other appropriate locations.

Landscape Design

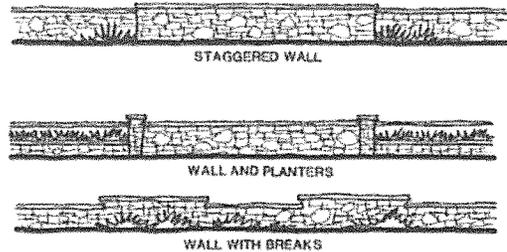


Typical landscaping cross-section

8.3 Screening

1. Buildings, walls and landscaping should be arranged to screen loading and service bays, equipment storage areas, trash enclosures and mechanical equipment.
2. Stored materials may not be stacked or be visible above the height of screening walls.
3. Long expanses of fences or walls should be broken up with with periodic columns, insets, landscape pockets or changes in materials. Toward this end, fence or wall runs greater than 50 linear feet shall be articulated with architectural offsets and incorporate landscape pockets.
4. Concrete walls are permitted if faced with masonry or stone, or if the surface is scored or textured.

Fencing

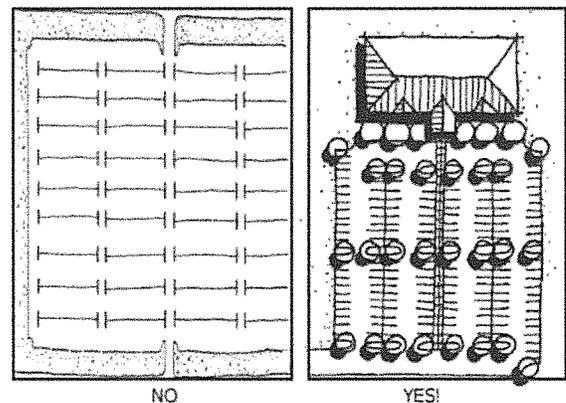


Long expanses of screening walls (particularly along public streets) should feature varied setbacks and textures.

8.4 Parking

1. Parking areas should not be the dominant visual element of a site. It is generally preferable to locate parking lots along the side or to the rear of buildings. Where this is not possible, parking should be buffered with significant landscaping areas.
2. Parking areas shall be landscaped consistent with Zoning standards and guidelines for parking lot landscaping shown in Chapter 5: Commercial Design Guidelines.

Parking Design



Parking lots should feature significant landscaping

8.5 Service, Delivery and Storage Areas

1. Locate loading docks, outside storage, and service areas in areas of low visibility such as at the side or at the rear (non-street side) of buildings. The features must be screened from view from public streets, by walls, landscaping, or a combination thereof.
2. With the exception of outside storage areas, when it is not possible to locate loading facilities and service areas on a non-street side of a building, loading docks and doors shall not dominate the building frontage and must be screened from all adjoining public

streets.

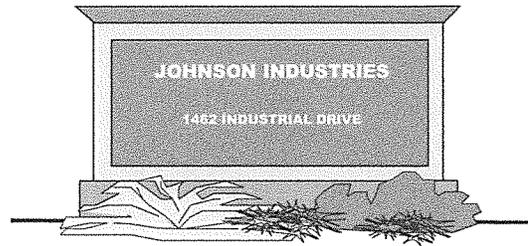
3. In no case may outside storage areas be located in the front of a building.

8.6 Signs

Sign regulations found in the sign ordinance must be observed, however the following general design guidelines should be utilized.

1. Signs should be compatible with the design of the building(s) and its architectural style. The design of freestanding signs should feature architectural elements that relate the sign to the buildings they advertise.
2. Stark color contrasts in signs should be avoided. Sign colors should be muted – use of significant quantities of primary colors should be avoided.
3. Free-standing signs shall be monument-style signs as opposed to pole signs.
4. For multi-tenant buildings or complexes, a coordinated sign design scheme is required.

Sign Design



Free standing monument-style signs should receive architectural treatment and landscaping that relates to the overall site.

9.0 • Checklist

9.1 Overview

The following checklist is provided to assist designers and developers in complying with the Design Guidelines.

As indicated in Chapter 1, The Design Guidelines are general in nature and may be interpreted with flexibility in their application to specific projects. The guidelines are not intended to dictate a particular style or strategy with respect to individual projects. It is hoped that these guidelines will encourage the highest level of design quality while at the same time, providing the flexibility necessary to encourage creativity on the part of the project designer.

Chapter 2: Land Use and Neighborhood Planning

Many of these guidelines pertain to new residential development, in particular, new subdivisions.

1. Is the development layed out in a fashion that is walkable?

YES NO

Comments: _____

2. If the project is a residential subdivision is it designed in a grid or modified grid pattern with strong street connectivity?

YES NO

Comments: _____

3. Where cul-de-sacs are necessary, do they have a pedestrian connection with the adjoining street?

YES NO

Comments: _____



Sample graphics from chapters 2 – 8 are shown in this chapter. The reader should review the actual chapter to see the graphics in their proper context.



4. Have alternatives been provided to walled-in subdivisions and developments?

YES NO

Comments: _____

5. Is there a park or open-space facility centrally-located within the subdivision?

YES NO

Comments: _____

6. Have any traffic-calming devices been included in the project, such as roundabouts, bulb-outs, textured cross-walks, etc.?

YES NO

Comments: _____

7 & 8. Does the subdivision include a mix of housing types, lot sizes, varied setbacks, etc?

YES NO

Comments: _____

9. Does the project include parkways and street trees along streets?

YES NO

Comments: _____

10. Is the project designed predominantly with east-west streets to improve the feasibility of solar energy?

YES NO

Comments: _____

11. Gated subdivisions are discouraged. Have other options to gating streets been explored?

YES NO

Comments: _____



12. Are utility boxes being installed underground?
 YES NO
Comments: _____

13. Are common mailboxes being located in a centralized location? Have mailboxes been treated architecturally?
 YES NO
Comments: _____

14. Does the project include antique-style street lamps?
 YES NO
Comments: _____

3. Single Family Residential

3.1 Relationship of Dwelling to the Street

1. Do new single family homes include a useable front porch that dominates the façade of the dwelling?
 YES NO
Comments: _____

2. Are the garages on new dwellings set back at or behind the front plane of the house? Do garage doors cover less than half the width of the front façade?
 YES NO
Comments: _____

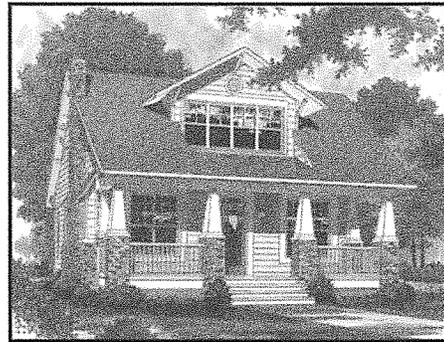
3. Are front doors on homes prominently visible from the street?
 YES NO
Comments: _____



4. Are homes on corner lots designed with two frontages – e.g. the front door facing one street and the garage facing the other street?
 YES NO
Comments: _____

3.2 **Architectural Style**

1. Do single family homes utilize architectural styles that are historic and traditional to the San Joaquin Valley?
 YES NO
Comments: _____



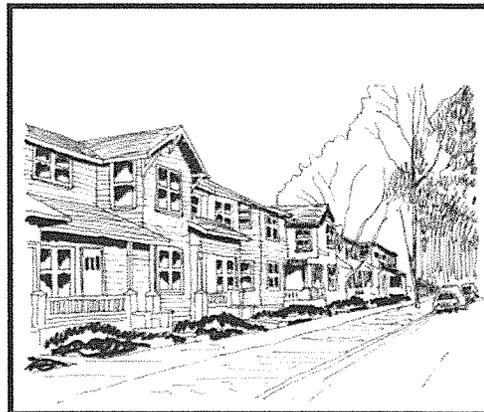
2. Has consideration been given to garage trellises on homes?
 YES NO
Comments: _____

3. Are side facades treated architecturally with similar treatment to the front dwelling?
 YES NO
Comments: _____

4. **Multiple Family Residential**

4.1 **Site Planning**

1. Are buildings set forward on the lot with parking located to the rear.
 YES NO
Comments: _____



2. Do units along the street include front doors facing the street?
 YES NO
Comments: _____

3. Do ground floor units along the street include a usable front porch that measures at least six feet deep and eight feet wide?
 YES NO
Comments: _____

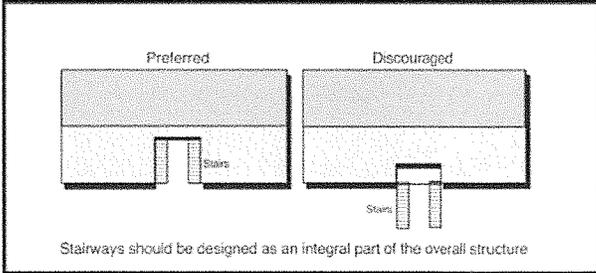
4.2 **Architectural Character**

1. Are buildings in the project designed using an architectural style that is historic to the San Joaquin Valley, such as:
- Craftsman
 - Spanish
 - Mission
 - Monterey
 - Victorian
 - Tudor
- YES NO
Comments: _____

2. Are the buildings designed to harmonize with the surrounding neighborhood, including building size, shape, colors and finish?
 YES NO
Comments: _____

3. Is variety provided in the building design, such as varied setbacks and rooflines, use of reverse building plans and color, etc?
 YES NO
Comments: _____

4. Are exterior stairways designed within the interior space of the building?
 YES NO
Comments: _____



5. Are accessory structures (such as club houses, laundry rooms, etc.) designed consistent within the overall architectural theme?
 YES NO
 Comments: _____

6. Are carports designed as an architectural element of the project? Do carports utilize gabled roofs (rather than flat-top roofs)?
 YES NO
 Comments: _____

7. Is roof-mounted equipment properly screened?
 YES NO
 Comments: _____

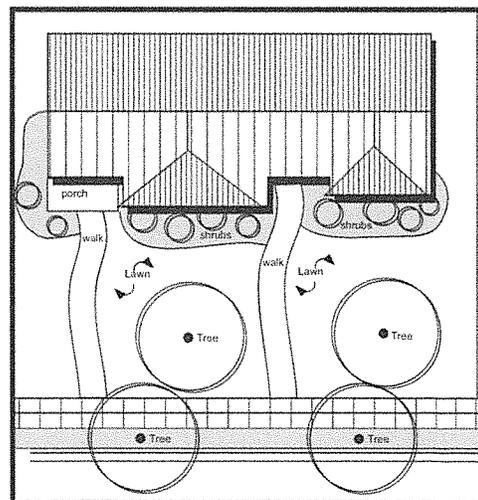
8. Is outdoor lighting designed to blend architecturally with the project and surroundings?
 YES NO
 Comments: _____

4.3 Landscaping

1. Does the site feature an attractive landscape design with an appropriate combination of turf, shrubs and trees?
 YES NO
 Comments: _____

2 & 3. Does the landscape design enhance security?
 YES NO
 Comments: _____

4. Is parking along streets screened with a low hedge or wall?
 YES NO
 Comments: _____



5.0 Commercial Design

5.1 Large Project Site Design

1. Is the project designed to be pedestrian friendly, including the following:

a. Large parking lots are screened with smaller buildings set at the street?

YES NO

Comments:

b. Pedestrian plazas and walkways are provided in the site design?

YES NO

Comments:

c. Arbors and shade trees are provided?

YES NO

Comments:

d. Pedestrian connections are provided to adjoining parcels and the surrounding neighborhood?

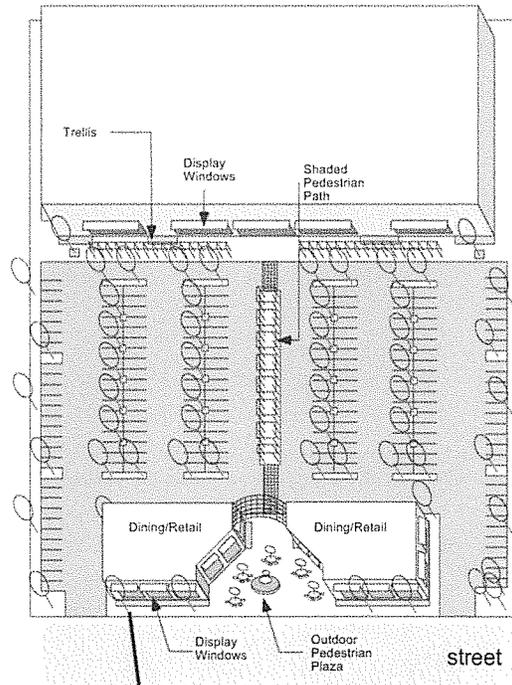
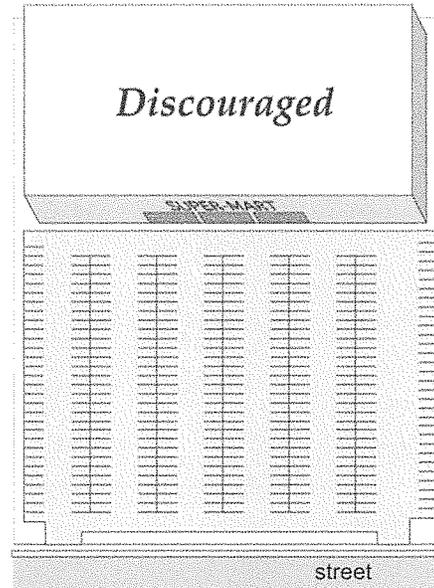
YES NO

Comments:

e. Consideration has been given to including mixed use elements (residential units) in the project?

YES NO

Comments:



Additional buildings are placed at the street edge to visually screen an otherwise expansive parking lot. An outdoor plaza leads to a pedestrian arbor through the parking lot to the main building.

5.2 Parking Lot Strategies.

Where screening of the parking lot from the street with smaller buildings is not feasible, the following design mechanisms have been included:

1. Shade trees and landscaping are provided?

YES NO

Comments: _____

2. Parking lot pathways with shade arbors are provided?

YES NO

Comments: _____

3. Pedestrian areas with seating is provided along store fronts?

YES NO

Comments: _____

4. Have additional features like fountains or decorative sculpture been considered?

YES NO

Comments: _____

5. Does the site have effective pedestrian connections with adjoining parcels and surrounding areas?

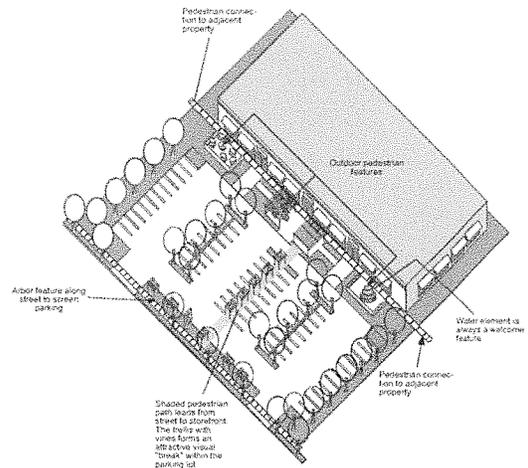
YES NO

Comments: _____

- 6 & 7. Is the parking screened from the street with low hedges, berms or walls?

YES NO

Comments: _____



5.3 Corner Lot Design

Special design strategies should be considered for commercial development on corner lots:

1. Has consideration been given to setting the buildings at the street corner, with parking to the rear?

YES NO

Comments: _____

2. Have large display windows been included on building facades that face the street?

YES NO

Comments: _____

3. Has a pedestrian plaza been considered (preferably at the street corner)?

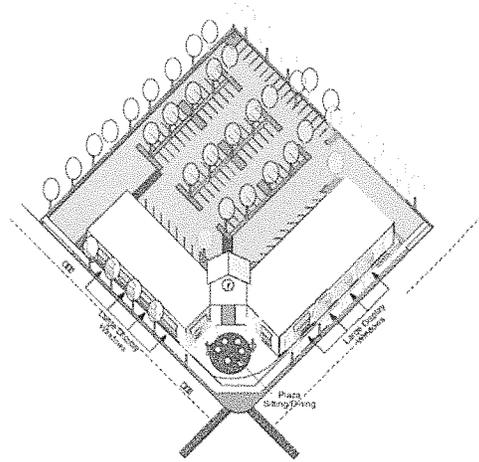
YES NO

Comments: _____

- 4 & 5. Does the site have pedestrian connections through to the street, and pedestrian walkways provided through the parking lot?

YES NO

Comments: _____



5.4 “Big Box” Façade Design Strategies

1. Has consideration been given to avoiding the appearance of a large, blank, box-like structure, by breaking up the façade with architectural detailing on exterior walls, with insets, varied wall planes, alternating colors and the use of “liner” shops?

YES NO

Comments: _____

5.5 Mixed Use Development

1. Has consideration been given to combining residential and commercial development on the site?

YES NO

Comments: _____

5.6 Small Commercial Site Design

1. Has the small commercial site been designed utilizing strategies shown in Section 5.6 of the design guidelines? In general, buildings on small sites should be set forward on the site, with parking to the rear or to the side.

YES NO

Comments: _____

5.7 Architectural Character

1. Do buildings feature architectural styles that are historic to the San Joaquin Valley, such as Spanish, neoclassical, Mediterranean and Western False Front?

YES NO

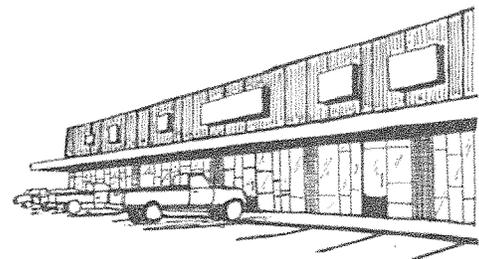
Comments: _____

2. Are buildings design to be pedestrian friendly and visually interesting, with large display windows, awnings and overhangs, cupolas, etc. Building facades should avoid blank lengths longer than 30 feet.

YES NO

Comments: _____

Preferred



Discouraged

3. Are buildings designed with upper wall treatments to heighten visual interest and screen roof-top equipment, including devices such as cornices, parapets, eaves, etc? Are roof lines varied to reduce mass and building scale?

YES NO

Comments: _____

4. Do buildings have large display windows along street frontages and walkways?

YES NO

Comments: _____

5. Is roof-mounted equipment screened from view?

YES NO

Comments: _____

6. Do blank building walls have treatments such as trellises or columns to generate visual interest and break up otherwise blank walls?

YES NO

Comments: _____

5.8 Signs

1. Is signage compatible with the architectural character of the site?

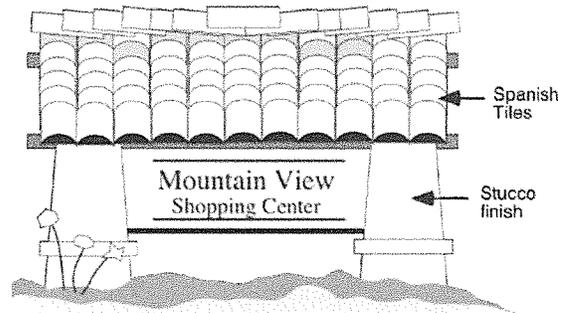
YES NO

Comments: _____

2. Are stark color contrasts on signs avoided?

YES NO

Comments: _____



3. Are free-standing signs designed as monument signs (as opposed to pole signs)?
 YES NO
Comments: _____

4. Do freestanding signs utilize architectural details that relate to the buildings?
 YES NO
Comments: _____

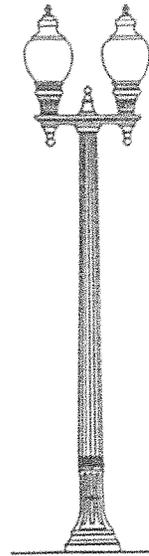
5. For multi-tenant sites, has a coordinated sign program been established?
 YES NO
Comments: _____

5.9 Landscaping

1. Does the landscaping plan incorporate an attractive combination of elements, including shade trees, shrubs, turf and flowers, along with elements such as trellises, arbors, benches and foundtains, where appropriate? Does landscaping help to screen negative elements?
 YES NO
Comments: _____

2. Are walls provided with climbing vines for screening and graffiti prevention?
 YES NO
Comments: _____

3. Has decorative pedestrian-scale lighting been included in the project design?
 YES NO
Comments: _____



Decorative pedestrian-oriented light fixtures are encouraged.

4. Are service areas and trash enclosures properly screened?
 YES NO
 Comments: _____

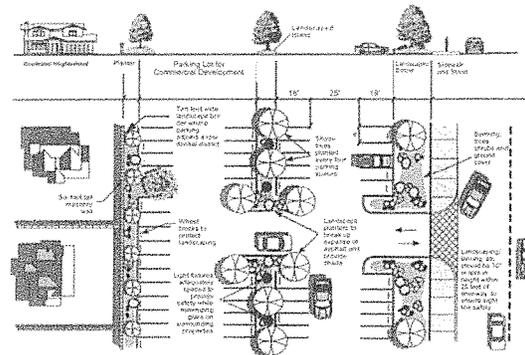
5.10 Parking Lot Landscaping

1. Have parking lots been screened from view from adjoining streets with low screening hedges, low walls, or berms?
 YES NO
 Comments: _____

2. Are shade trees provided in the parking lot at a rate of one shade tree per four parking spaces?
 YES NO
 Comments: _____

3. Is landscaping designed so that it does not interfere with visibility/safety for vehicles?
 YES NO
 Comments: _____

4. Are landscape planters provided along walls in/around parking areas so that climbing vines can be established to prevent graffiti?
 YES NO
 Comments: _____



6.0 Downtown Commercial?

6.1 Site Planning Concepts

1. Are buildings set at the rear of the sidewalk with parking to the rear or the side?
 YES NO

Comments: _____

2. Are buildings on corner lots set directly at the corner, with parking to the rear or sides?
 YES NO

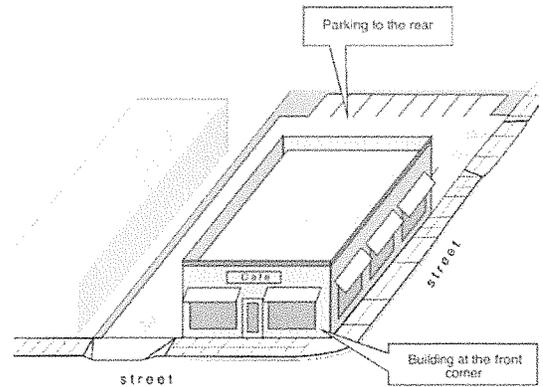
Comments: _____

3. Has consideration been given to including pedestrian features in intervening areas, like courtyards, paseos along with landscaping, outdoor seating and other features?
 YES NO

Comments: _____

4. Does the building extend to at least one of the side property lines (full side to side lot coverage is preferred)?
 YES NO

Comments: _____



6.2 Architectural Design

1. Do the front facades of the building feature:
 a. Significant wall articulation (insets, alternating with columns, etc.)?
 YES NO

Comments: _____

- b. A variety of surface textures that are appropriate to the architectural style of the building?
 YES NO
 Comments:

- c. Large display windows at street level?
 Display windows must cover at least half the length of the façade.
 YES NO
 Comments:

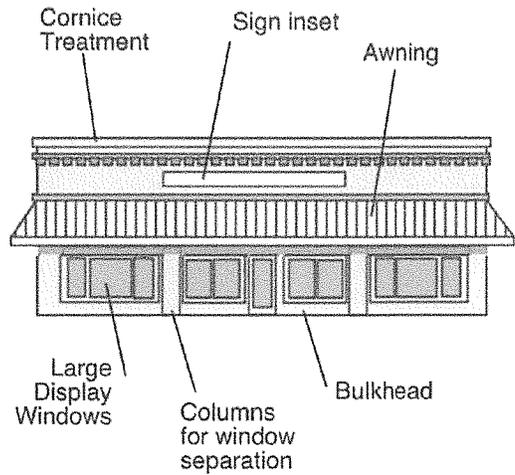
- d. Overhangs and arcades or awnings?
 YES NO
 Comments:

- e. Regular window placement?
 YES NO
 Comments:

2. Are the following design elements avoided?

- a. Large, blank unarticulated walls?
 YES NO
 Comments:

- b. Highly reflective surfaces?
 YES NO
 Comments:



c. Reflective window tinting?

YES NO

Comments:

d. A mix of unrelated styles?

YES NO

Comments:

e. Unscreened outdoor storage, equipment and loading areas?

YES NO

Comments:

f. Large signs out of scale and character with the building?

YES NO

Comments:

g. Contemporary "ultra-modern" styles and materials?

YES NO

Comments:

6.3 Building Mass and Scale

1. Is the mass and scale of the new building compatible with surrounding buildings?

YES NO

Comments: _____



The height and scale of new development should be compatible with the scale of surrounding development.

2. For larger buildings, has consideration been given to breaking up or reducing scale of the building by using horizontal emphasis through window patterns, roof overhangs, trim moldings, awnings, eaves or similar?
 YES NO
Comments: _____

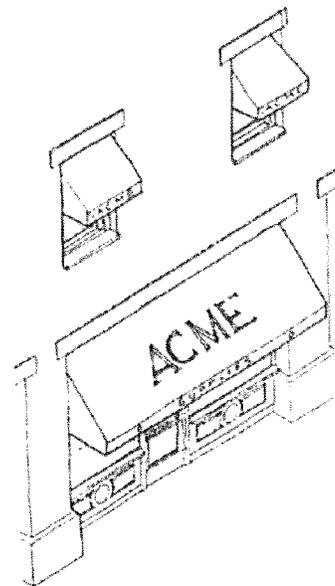
3. Are blank solid walls above windows avoided through use of mechanisms like awnings, arcades, cornice bands, dentils or similar?
 YES NO
Comments: _____

4. Have the facades of adjacent existing structures been considered in the design of new buildings?
 YES NO
Comments: _____

5. For buildings with flat or oversimplified facades, have mechanisms like parapet walls and/or cornice detailing been utilized to provide visual interest?
 YES NO
Comments: _____

6. Have awnings or canopies been used over windows, where appropriate? Are awnings and canopies in scale with window openings, and properly positioned?
 YES NO
Comments: _____

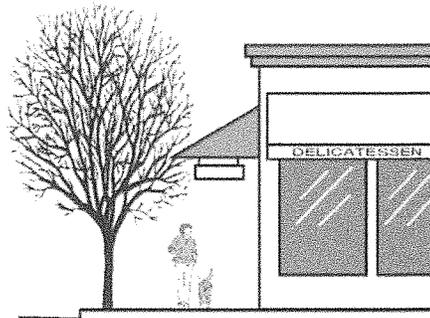
7. If awnings are included on a façade are they at least 8 feet above the sidewalk?
 YES NO
Comments: _____



8. Are additions or modifications to historically significant buildings in character with the existing architectural style?
 YES NO
Comments: _____

9. Are entrances to buildings well-lighted for safety and security?
 YES NO
Comments: _____

10. Is rooftop mechanical equipment (air conditioning units, vents, etc.) properly screened from view from street level through the use of parapets, cornices or other appropriate treatments?
 YES NO
Comments: _____



6.7 Signage

1. Are proposed signs compatible with the building and site in terms of color, materials and placement?
 YES NO
Comments: _____

2. Does signage avoid large, excessively illuminated, flashing or moving elements?
 YES NO
Comments: _____

3. Are signs on awnings limited to one line of copy (text) which is appropriate to the size and color of the awning?
 YES NO
Comments: _____

4. For each business are appropriately-designed and scaled pedestrian-oriented signs provided, that are at least 8 feet above the sidewalk?
 YES NO
Comments: _____

6.4 **Landscaping**

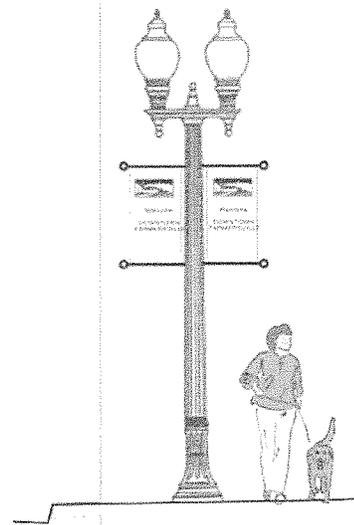
1. If space permits, have appropriate have landscaping elements such as vines and climbing plants been included in the project?
 YES NO
Comments: _____

6.5 **Right of Way Improvements**

1. Does the project include shade trees along the sidewalk?
 YES NO
Comments: _____

2. Does the project include pedestrian-oriented antique-style street lamps?
 YES NO
Comments: _____

3. Are street lamps and sign posts treated with a gloss black or dark green decorative finish?
 YES NO
Comments: _____



7.0 Special Uses and Design Details

7.1 Special Uses

A. Auto Repair/Tire Shops, Etc.

- 1. Has the building(s) been designed utilizing architecture that blends well with the surrounding neighborhood?

YES NO

Comments:

- 2. Is the site plan prepared so that service bay doors do not open directly to the street?

YES NO

Comments:

B. Service Stations

- 1. Has the building been designed utilizing architecture that blends well with the surrounding neighborhood?

YES NO

Comments:

- 2. If part of a shopping center, has the service station been designed so the architectural style is consistent with that of the remainder of the center?

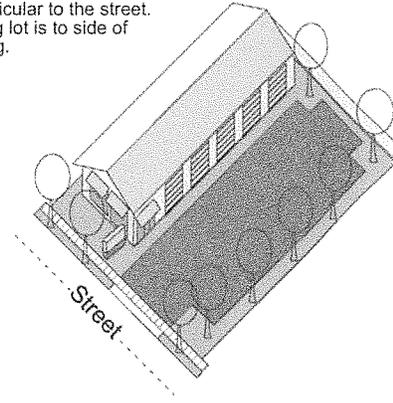
YES NO

Comments:

Site Planning for Auto Repair

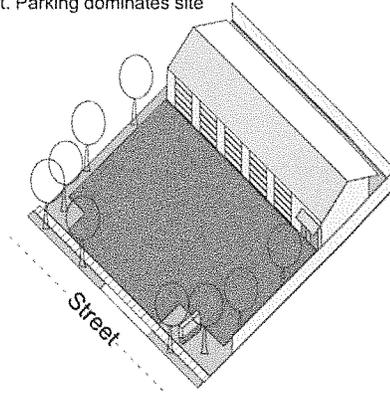
Preferred

Bay doors are oriented perpendicular to the street. Parking lot is to side of building.



Discouraged

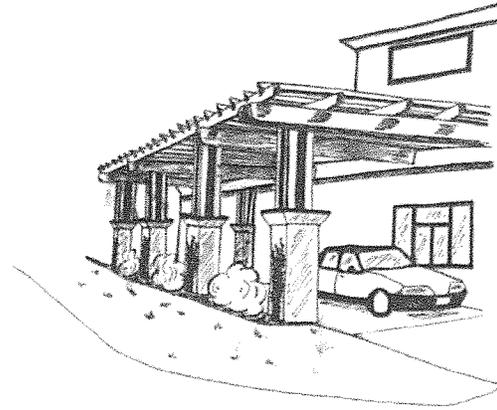
Bay doors are oriented parallel to the street. Parking dominates site frontage



3. Have the pump shelters been designed with architectural treatment that blends with the building, (such as a gabled roof)? If a flat-top roof is used, does it include accent molding or trim?
 YES NO
Comments:

C. Fast Food and Franchise Businesses

1. Franchise architectural styles that are repeated in every community are discouraged. Has consideration been given to using architectural styling that is appropriate to Famersville and the surrounding neighborhood?
 YES NO
Comments:



D. Drive Thrus

1. Are drive-thru lanes screened from view from the public right-of-way with the use of landscaping, berms, low screening walls, etc?
 YES NO
Comments:

2. Has consideration been given to using additional architectural methods to improve the appearance of drive thru lanes, such as an overhead arbor?
 YES NO
Comments:

E. Metal Buildings

1. In the downtown and neighborhood commercial areas, metal buildings are discouraged.

YES NO

Comments:

2. Has the building received heightened architectural treatment (standard box forms are discouraged), including the use of insets, awnings, trellises and varying color schemes?

YES NO

Comments:

7.2 Design Details

A. Trash Enclosures

1. Are trash enclosures designed using architectural elements that relate to the overall site design?

YES NO

Comments:

2. Are walls planted with climbing vines for screening and graffiti prevention?

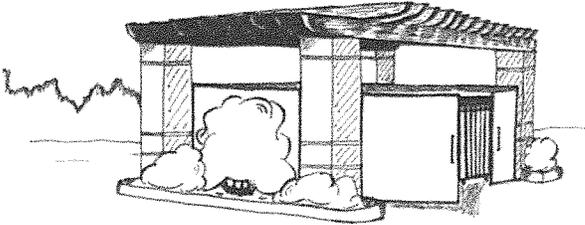
YES NO

Comments:

3. Have any additional measures been considered to improve the appearance of the trash enclosure?

YES NO

Comments:



- 4. Does the trash enclosure include a separate pedestrian entrance (this precludes the main doors from being left open permanently)?
 YES NO
Comments:

B. Roof Mounted Equipment

- 1. Has roof mounted equipment (air conditioners, vents, etc.) been screened from view?
 YES NO
Comments:

C. Backflow Devices and Utilities

- 1. Have backflow devices been screened via landscaping and/or paint color?
 YES NO
Comments:

D. Lighting

- 1. Are outdoor light fixtures consistent with the architectural character of the project?
 YES NO
Comments:

E. Fencing

- 1. Is the design of fencing part of the overall architectural design and appearance for the project?
 YES NO
Comments:



Lighting should be architecturally appropriate to the overall project. Decorative lighting is preferred over standard utilitarian light fixtures.

2. Have fences been screened with landscaping such as climbing vines, for graffiti prevention?

YES NO

Comments:

3. Where chain link fencing is used in locations that are visible to the public right-of-way, is the fencing treated with black or dark green finish?

YES NO

Comments:

8. Industrial Design

8.1 Site Design

1. Is the industrial development designed in a way that fits with the surrounding development pattern in terms of:

- a. Setbacks, building height and form, scale and mass, materials and landscape treatment?

YES NO

Comments:

- b. Efficient and effective traffic circulation patterns?

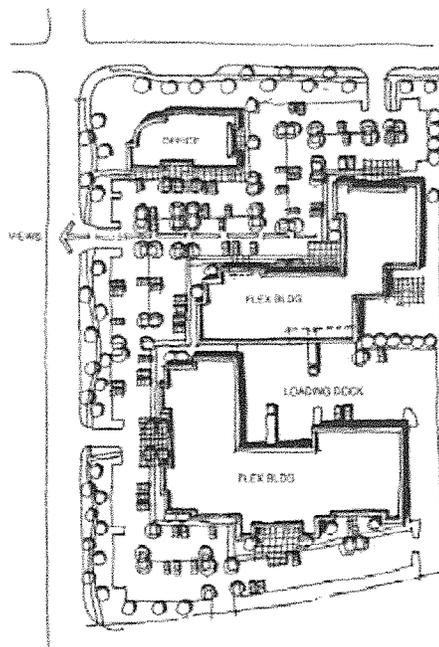
YES NO

Comments:

- c. Architectural appearance of nearby development?

YES NO

Comments:



2. Are new buildings oriented toward adjoining public streets, so that public entrances are a focal point on the building and site layout?
 YES NO
Comments: _____

3. Is the portion of the building adjoining the street (where the public typically enters) designed with a heightened architectural treatment, including:

- a. Varied setbacks, insets and projections?
 YES NO
Comments: _____

- b. Siding that is different from the rest of the building?
 YES NO
Comments: _____

- c. Windows that are framed or finished with awnings, as appropriate?
 YES NO
Comments: _____

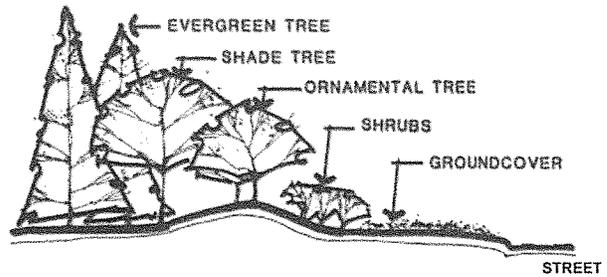
- d. Other appropriate design techniques?
 YES NO
Comments: _____



8.2 Landscaping and Buffers

1. Is the project provided with an attractive landscaping design, that buffers and screens the site from nearby uses?
 YES NO
Comments: _____

2. Are there significant landscape setbacks along streets, which include an attractive combination of turf, groundcovers, shrubs and trees?
 YES NO
Comments: _____



3. Are shade trees provided in paved areas to reduce heat-buildup?
 YES NO
Comments: _____

4. Are walls (including trash enclosure walls) planted with climbing vines to screen and prevent graffiti?
 YES NO
Comments: _____

8.3 Screening

1. Are building walls and landscaping arranged to screen loading and service bays, equipment storage areas, trash enclosures and mechanical equipment?
 YES NO
Comments: _____

2. Will stored materials be kept below the top of screening walls?
 YES NO
Comments: _____

3. Are long expanses of walls and fences (along streets and other areas visible to the public) broken up with periodic columns, insets, landscape pockets or changes in materials? In general fence or wall runs greater than 50 linear feet should be articulated with architectural offsets and incorporate landscape pockets.

YES NO

Comments: _____

4. Are concrete walls accented with masonry or stone facing, or is the surface scored or textured to provide variety?

YES NO

Comments: _____

8.4 Parking

1. Is the site designed so that parking is not the dominant visual element as viewed from public streets. Is parking buffered from streets by landscaping?

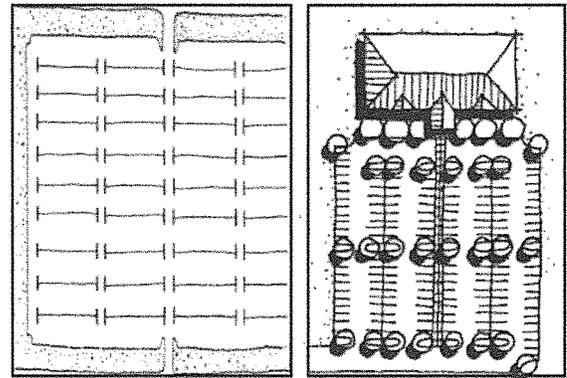
YES NO

Comments: _____

2. Are parking areas fully landscaped consistent with landscape guidelines shown in Chapter 5?

YES NO

Comments: _____



NO

YES!

8.5 Service, Delivery and Storage Areas

1. Are loading docks, outside storage and service areas located in areas of low visibility, such as at the rear or side of buildings? Are these features screened from view from public streets by walls, landscaping or a combination of these?

YES NO

Comments: _____

2. In case it is not possible to locate a loading or storage area at the rear or side of a building, are these features designed in a manner so they do not dominate the building frontage and are screened from view from streets?

YES NO

Comments: _____

3. Is the site designed so that loading and storage areas are not located on the front of the building?

YES NO

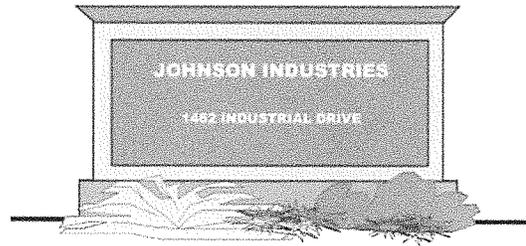
Comments: _____

8.6 Signs

1. Are signs designed to be compatible in appearance with the architecture of the buildings? Do freestanding signs include architectural elements that relate to the buildings?

YES NO

Comments: _____



2. Are stark color contrasts in signs avoided?

YES NO

Comments: _____

3. Are free-standing signs monument-style (not pole signs)?

YES NO

Comments: _____

4. For multi-tenant sites, has a coordinated sign program been established?

YES NO

Comments: _____



Staff Report

TO: Honorable Mayor and City Council

FROM: Karl Schoettler, City Planner, Collins and Schoettler

THROUGH: John Jansons, City Manager *[Signature]*

DATE: July 25, 2016

RE: Proposed Wireless Antenna in Street Right-of-Way

RECOMMENDED ACTION:

Discussion of request for Encroachment Permit for a proposed wireless antenna to be placed in City right of way and direction to Staff:

BACKGROUND:

At the beginning of July, the City received an application for an encroachment permit for installation of a 123-foot high wireless transmission tower in a dirt area within the street right of way on the north side of Costner Street immediately west of Farmersville Boulevard (see Map 1).

As mentioned, the site is within the right-of-way of the street, even though it is not within the paved area. The City's current standards pertaining to this type of installation in the right-of-way are minimal. Staff requests direction from City Council as to how the City should regulate these types of facilities.

ANALYSIS:

This is the first proposal for this type of facility that Staff has seen, but apparently it is an installation that is becoming more common throughout the State and Nation. The cell provider seems to be relying on legislation that considers them similar to any other utility that has facilities in the right-of-way – like power poles for the electric company or telephone poles for the telephone company. The main difference is this facility will be much taller. Most electricity and telephone poles in the City are 45-60 feet high – the proposed wireless pole will be 123 feet high. As a comparison the existing cell tower behind City Hall is about 100 feet high.

One of the purposes for this new type of antenna appears to be that the company does not have to pay rent or lease to construct them in the right-of-way – similar to telephone poles and power poles. They also do not have to pay any planning permit fees that are normally associated with construction of a cell tower on private property (again because this is in the right-of-way). Finally they don't have to pay another cell provider rent to place the antenna on an existing cell tower.

It appears the purpose of this proposed facility and location is three-fold:

1. Based on State law, tower placement in the right-of-way, would be rent-free, in contrast to renting land on private property to install a tower or rent space on an existing tower.
2. It appears these taller 120-foot poles are intended to reduce costs for installing a greater number of "Small Cells" on shorter poles in the public right-of-way within a given area. Typically wireless carriers will install cell antennas on rooftops or Small Cells on (short) poles. The signal from a cell phone would reach a cell antenna and the signal would be carried back to the network over fiber-optic cable run for miles back to the data center. This is known as backhaul. In contrast, the Mobilite proposal appears to allow for the use of microwave dishes on tall poles to transfer signals to small microwave dishes mounted on shorter Small Cell poles nearby. Thereby, reducing the costs associated with fiber-optic backhaul as typically used by competitors.
3. These facilities would not be subject to the same permitting fees typically associated with structures erected on private property; and would instead be subject to much lower encroachment fees.

If the facility was similar in height and appearance to a telephone pole or street light staff would not be so concerned, however because the pole will be so tall staff believes it would be unsightly and set a bad precedent. If all providers determine they can get away with building their towers without going through the process normally required for cell towers on private property, then the city could potentially be inundated with these facilities.

It appears a number of cities and counties (e.g. Yolo County) in the United States have rejected this type of proposal. Furthermore, it is not clear if these facilities would be co-locatable, in terms of structural ability to hold antennas/dishes for other wireless carriers.

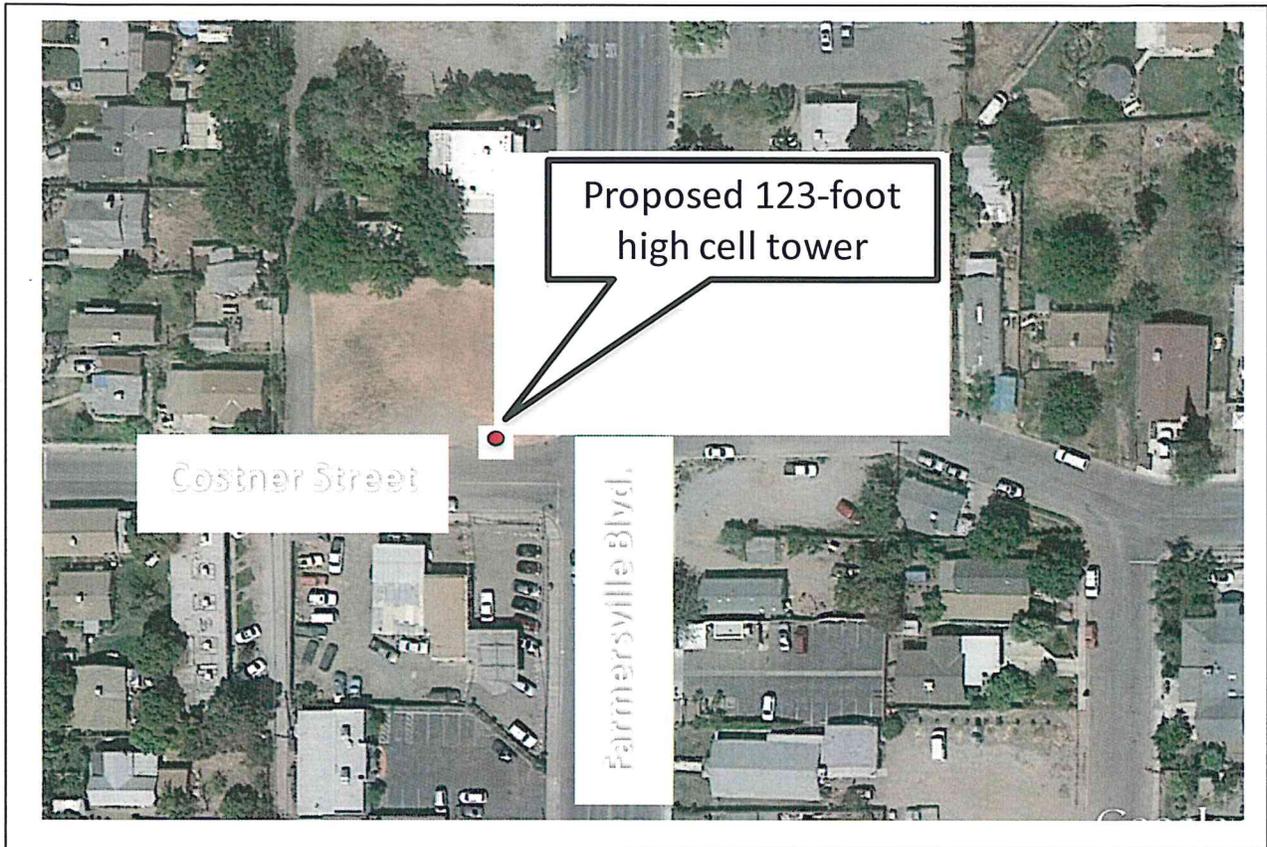
It should also be noted that under a recent Federal law, referred to as "6409," once an unscreened (e.g. steel tower or wood pole) wireless facility is installed, the wireless carrier can demand the ability to add additional equipment (e.g. diesel generators for backup power, battery packs or large equipment cabinets with noise-generating cooling fans); increase the overall height and width; and supersede any local rules; as long as changes comply with the limits established in a 2014 Report and Order by the Federal Communications Commission.

In light of these concerns staff would like to obtain feedback from the City Council on a potential course of action to put in place regulations for these towers. The recommended action would be to adopt an urgency ordinance to put in place standards to regulate wireless equipment in the public right-of-way – to protect the public health, safety and welfare.

An urgency ordinance requires at least a 4/5 vote of the Council to put in place and does not require the normal public hearing process. Upon passage, the ordinance is in force for 45 days. The ordinance can be extended twice, giving the City time to adopt a permanent ordinance.

Staff is researching state and federal laws concerning wireless equipment in public rights-of-way, as well as ordinances adopted by other cities to regulate these types of installations. The City of Rancho Palos Verdes in Southern California has adopted an ordinance that has many good features that could be used in Farmersville.

Map 1: Aerial photo showing location of proposed cell tower



FISCAL IMPACT:

There will be an expense for staff to prepare an ordinance and related materials, as well as for taking the ordinance through the adoption process.

CONCLUSION:

It is recommended the City Council receive this report, discuss the issue and give staff direction on potential actions.

ATTCHMENT(S): 1

- 1) Request Letter from Mobilite Corp.

Respectfully Submitted By:

Karl Schoettler
City Planning Consultant

Approved By:



John Jansons
City Manager

Reviewed By:

Deputy City Attorney

June 29, 2016

Attachment 1

City of Farmersville
Department of Public Works
909 W Visalia Road
Farmersville, CA 93223
(559) 747-3330

RE: Mobilitie, LLC

Site IDs: SF90XCVVAA

To whom this may concern,

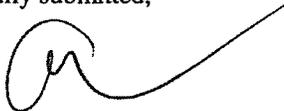
Please find enclosed Mobilitie's Encroachment Permit applications for one (1) proposed new data infrastructure facility in the City of Farmersville, along with the construction drawing and a permit fee check in the amount of \$80.00.

Mobilitie is a privately held utility company regulated by the California Public Utilities Commission. In an effort to meet the growing demand for connectivity, Mobilitie is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including remote weather monitoring stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and to the extent capacity is available, can be utilized by other entities, including the City of Farmersville.

With the digital divide shrinking, access to web-connected technology is not only needed, but necessary. From web-connected appliances to online banking, technology is entrenched in our day-to-day lives. In our technology filled world, connectivity is the new currency that drives progress. Mobilitie's main goal of providing areas with access to cutting-edge connectivity will allow communities such as yours to remain ahead of the curve.

Mobilitie is excited to work with the City of Farmersville. In case you have any questions or concerns, please feel free to contact me. I can be reached during regular business hours by e-mail (anne.dinh@mobilitie.com) or phone (949-402-7720). Thank you for your attention and time to this matter.

Respectfully submitted,



Anne Dinh
Network Real Estate Specialist, Mobilitie

City of Farmersville
Department of Public Works

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE CHECK
APPROPRIATE BOX:

Annual Utility Company Encroachment Permit Standard Encroachment Permit

APPLICANT INFORMATION

| | | |
|--|-----------------------------------|------------------------------------|
| Application Date: <u>June 30, 2016</u> | Contractor License #: _____ | (See subcontractor section) |
| Applicant/Business Name: <u>Mobilitie, LLC</u> | | |
| Mailing Address: <u>2955 Red Hill Ave, Suite 200</u> | City: <u>Costa Mesa</u> | State: <u>CA</u> Zip: <u>92626</u> |
| Office Phone: <u>(714) 415-4500</u> | Cell Phone: <u>(949) 402-7720</u> | Fax #: _____ |
| Email: <u>anne.dinh@mobilitie.com</u> | | |
| Name of Foreman or Field Contact: <u>Anne Dinh</u> | Cell Phone: <u>(949) 402-7720</u> | |

JOB INFORMATION

| | |
|---|--|
| START DATE <u>December 5, 2016</u> | COMPLETION DATE <u>December 9, 2016</u> |
|---|--|

Work will be performed by: Applicant / Contractor Sub-contractor (Contractor must complete subcontractor list)

Job Location: North side of W Costner St, West of Farmersville Rd Cross Street: W Costner St & Farmersville Rd

NATURE OF WORK

| | | | | | |
|-------------------------------------|--|--|--|--|---|
| <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Driveway Approach | <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Pedestrian Ramp | <input type="checkbox"/> Water Service | <input type="checkbox"/> Storm Drain |
| <input type="checkbox"/> Excavation | <input type="checkbox"/> Traffic Control | <input checked="" type="checkbox"/> Utility Installation | <input type="checkbox"/> Utility Maintenance | <input type="checkbox"/> Obstruction | <input type="checkbox"/> Boring/Trenching |

DESCRIPTION OF WORK

Applicant proposes to install one (1) 120'-0" utility pole in the public right of way along with one (1) PPC, one (1) meter socket, four (4) microwave dishes, and one (1) 2'x3' Quazite box. The pole will serve as a microwave relay transmission facility to enhance the quality of fiber-based communications services in underserved areas.

TRAFFIC AND PEDESTRIAN CONTROL (Check all that apply)

| | | | |
|---------------------------------------|--|---|---------------------------------|
| <input type="checkbox"/> Road Closure | <input checked="" type="checkbox"/> Lane Closure | <input type="checkbox"/> Sidewalk Closure | <input type="checkbox"/> Detour |
|---------------------------------------|--|---|---------------------------------|

Duration of closure? 5 Day/s _____ Week/s Other: _____

FMC 12.04.010 A permit shall be obtained for all underground facilities where pavement, driveways or sidewalks are cut or excavations are made in public right-of-way in the City where the City has accepted the streets for maintenance.

FMC 12.04.020 A permit for the necessary work is to be obtained and approved prior to the start of any work.

FMC 12.12.040 Installation of curb, gutter, sidewalks and drive approach required before permit issuance for any building, electrical or plumbing work.

In consideration of granting of this application, it is agreed by the applicant that the City of Farmersville and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of any street it must be removed or relocated, as designated by the City Engineer, at the expense of the applicant or their successor in interest.

I hereby certify the foregoing to be true and correct, and that all construction to be performed hereunder shall be performed in compliance with City of Farmersville Municipal Codes, Ordinances and/or State of California laws.

I hereby acknowledge that I have read and hereby agree to all the provisions of this Encroachment Permit Application.

I understand that this application IS NOT A PERMIT and does not authorize any work to be performed.

I understand that application approval is subject to the payment of fees and is revocable for any violation.

Applicant Signature

6/29/2016
Date



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, City Manager *JJ*

DATE: July 25, 2016

SUBJECT: Response to Tulare County Grand Jury Report 2016 Report

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve the response to the 2016 Tulare County Grand Jury Report and authorize the City Manager to submit the Response to the Grand Jury.

BACKGROUND:

On May 11, 2016, the City of Farmersville was served with a demand by the Tulare County Grand Jury for a response to the Grand Jury's report titled, "*Tulare County, Are We Ready for El Nino?*" (Attachment 1).

Upon review, it became clear that the Grand Jury believed it had requested information from the City regarding El Nino Storm Preparedness, yet no record of such a request has been found by the City or produced by the County Grand Jury. (See Page 3 of 2016 Tulare County Grand Jury Report, (the Report)).

In that Report, the Grand Jury lists responses they received from four of the eight Tulare County cities and the County of Tulare RMA, but by not listing Farmersville thereby implying that Farmersville is among several (four) cities that they claim did not respond.

With that said, the report from the Grand Jury demands a response from each "non-responding" City, which includes Farmersville as well as requiring a response to each of the Grand Jury's Recommendations listed on Page 5 of the Report.

Staff has prepared a response that details the City's proactive steps to prepare for the El Nino forecasted and to be ready to address any flooding issue that may have occurred last winter. And Provides a Response to each of the Grand Jury's Recommendation listed on Page 5 of their Report.

DISCUSSION:

The City's Response (Attachment 2), lists steps taken by the City and includes documentation to satisfy and be responsive to, the Grand Jury, that the City of Farmersville was in fact ready for El Nino, and respond to each of the Recommendations of the Grand Jury.

Actions by City of Farmersville:

In summary, our communications, planning, preparations and actions in anticipation of El Nino were as follows:

- 1) On Page 2 of August 31, 2015 City Council Newsletter, introduces the start of Staff effort to prepare for El Nino.
- 2) In October of 2015, Staff begins to deliberate draft Storm Preparedness Plan,
- 3) November 2, 2015 City Council Newsletter previews upcoming City Council Action Item for November 9 to discuss and adopt draft Storm Preparedness Plan,
- 4) At November 9 2015, City Council is presented draft plan and adopts the Plan by 5-0 vote.
 - a. Exhibits include: City Council Staff Report, draft Storm Preparedness Plan and copy of Power Point Presentations,
- 5) Minutes of November 9, 2015 City Council Meeting verifies approval of Storm Preparedness Plan,
- 6) The November 16, 2015 City Council Newsletter highlights progress on implementing the Storm Preparedness Plan including signage for Sand Bag stations throughout the City,
- 7) The November 30, 2015 City Council Newsletter highlights on-gong work to clear debris from creek-ways and specifically debris collected under bridges in the City,
- 8) The December 22, 2015 City Council Newsletter details on-gong effort to maintain storm drains, perform debris removal from creek-ways and emergency repairs of failing ditch/ creek-bank due to improper run off form adjacent property,
- 9) The City prepared and distributed and publicized "Flood Safety Tips" information sheet to emphasis hazard mitigation, and El Nino preparedness.
- 10) Staff used the City Website and Facebook page to highlight Flood Safety, Storm Preparedness, and Sand Bag Filling Stations in both English and Spanish.

Response to Recommendations of the Grand Jury:

With respect to the Recommendations of the Grand Jury, the City of Farmersville responds as follows:

Recommendation R1.

“Applicable Agencies should increase emphasis in water Storage projects when the opportunities for water retention are higher”.

Response to Recommendation R1:

The City of Farmersville agrees with this recommendation insofar as the City is not aware of any contrary information.

Recommendation R2.

“Applicable agencies should not ignore the importance of flood control projects due to drought conditions.”

Response to Recommendation R2:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information.

Recommendation R3:

“Applicable agencies continue to progress on existing flood control projects.”

Response to Recommendation R3:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information .

Recommendation R4:

“Tulare County adopt a foothill region flood management plan.”

Response to Recommendation R4:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information .

Recommendation R5:

“When rehabilitating public parks, adding water retention and percolation capabilities should be considered.”

Response to Recommendation R4:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information.

COORDINATION & REVIEW:

The content of the “Response to the Tulare County Grand Jury” was coordinated with the City Attorney, the City Public Works Department, and the Farmersville Fire Department.

ALTERNATIVES:

None proposed.

FISCAL IMPACT:

There is limited fiscal impact associated with preparing and delivering this "Response to Tulare County Grand Jury since it was produced in-house by City Staff.

CONCLUSION:

It is respectfully recommended that the City Council approve the response to the 2016 Tulare County Grand Jury Report and authorize the City Manager to submit the Response to the Grand Jury.

ATTACHMENT(S): 1

- 1) 2016 Tulare County Grand Jury Report and Request
- 2) Farmersville Response to 2016 Tulare County Grand Jury Report

Respectfully Submitted By:



John Jansons
City Manager

MAY 11 2016



TULARE COUNTY GRAND JURY
5963 S Mooney Boulevard Visalia, CA 93277
PHONE: (559) 624-7295
FAX: (559) 733-6078
E-MAIL: grnd_jury@co.tulare.ca.us
WEB: http://tularecounty.ca.gov/grandjury/

ATTENTION: John Jansons
AGENCY: City of Farmersville
ADDRESS: 909 W. Visalia Road, Farmersville, CA 93223

California Penal Code §933.05 (f) mandates that the Tulare County Grand Jury provide a copy of the portion of the final Report that affects that agency or person of that agency two working days prior to its public release. Advance release or disclosure of a Grand Jury Report is prohibited prior to its public release.

Attached is a copy of your portion of the 2015-2016 Tulare County Grand Jury Final Report.

California Penal Code §933(c) requires a response to said document. Depending on the type of respondent you are, a written response is required as follows:

- PUBLIC AGENCY: The governing body of any public agency that is required to respond must do so within NINETY (90) DAYS from the date this report was approved as final by the Presiding Judge.
ELECTIVE OFFICER OR AGENCY HEAD: All elected officers or heads of agencies that are required to respond must do so within SIXTY (60) DAYS from the date this report was approved as final by the Presiding Judge.

Please be advised, this portion of the final report was approved as final by the Presiding Judge on May 9, 2016.

YOU MUST SEND YOUR RESPONSE TO EACH OF THE FOLLOWING:

The Honorable Judge Bret Hillman
County Civic Center, Room 303
221 S Mooney Blvd
Visalia, CA 93291

Tulare County Grand Jury
5963 S Mooney Blvd
Visalia, CA 93277

Tulare County Board of Supervisors
2800 W. Burrel Ave
Visalia, CA 93291
(For County Agencies Only)

Received by: [Signature]

Date: May 11, 2016

Report Name: Tulare County, Are We Ready for El Nino?

Response Due by: August 10, 2016

Delivered by: Bonnie Paullo

Date and Time: 10:16 am 5/10/16

Release Date: May 17, 2016

Chuck White, Foreman 2015/2016 Tulare County Grand Jury

PREPARE A SEPARATE RESPONSE FOR EACH REPORT

California Penal Code §933.05 mandates the manner in which responses are to be answered.

See reverse for Penal Code §933.05 information.

§933.05. Response to Grand Jury Recommendations--Content Requirements; Personal Appearance by Responding Party; Grand Jury Report to Affected Agency

(a) For purposes of subdivision (b) of §933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of §933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore:

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the finding of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

TULARE COUNTY, ARE WE READY FOR EL NINO?

MAY 11 2016

JAF

BACKGROUND:

Located within the State of California, Tulare County is situated in a geographically diverse region. The County includes an area of 4,863 square miles. Mountain peaks of the Sierra Nevada range rise to more than 14,000 feet in its Eastern half. Meanwhile, the extensively cultivated and very fertile valley floor in the Western half, has allowed Tulare County to become the second-leading producer of agricultural commodities in the United States.

The Topography of Tulare County can be generally divided into three regions. The Eastern region consists of High Sierra Mountains, substantially covered in forest with minimal development and improved structures. Drainage basins are typically natural and uncontrolled. Flooding is not typically an issue here, as precipitation generally falls in the form of snow during the winter months. Flows from drainage areas with origins in the Eastern region are generally controlled through either of the two major dams in Tulare County operated by the U.S. Army Corps of Engineers.

The Central region runs along the foothill area of the County at elevations from approximately 500 feet to 2,000 feet. This region includes a few smaller communities and dispersed residential and ranching operations. The majority of precipitation with potential to cause flooding falls within the Central region during storm events. Drainage basins with origins in the foothills are typically uncontrolled and subject to high intensity rain events.

The Western region of Tulare County is generally flat with substantial urban and rural development. The terrain is predominantly covered in agricultural and industrial uses. Natural water flows have been dramatically altered through the development of irrigation channels, grading operations, privately owned flood control ditches and berms, and roadway networks. Many of these facilities have been developed on a private, individual or ad-hoc basis, or without consideration for potential flood control ramifications.

The southern portion of the Western region of Tulare County forms a part of the Tulare Lake Basin. The Tulare Lake Basin does not outflow to other bodies of water. During normal rain events, storm water is typically dispersed within the drainage areas through percolation to groundwater, discharge to natural riverine systems, collection and conveyance through irrigation ditches, retention in flood control basins and evaporation. During abnormal, high intensity rain events, these storm water dispersal methods are overcome and there is a potential for flooding events.

Average annual rainfall in the lower elevations of Tulare County ranges from around 7-inches in the extreme southwest to around 15-inches in the northern Central region. Rain events typically occur between mid-October and April, with limited rainfall during the remaining portion of the year. Storm events are frequently moderate in intensity with over 1-inch of rain per hour. Less frequent storm events – 100 year storms – can be as high as 3-inches of rainfall per hour. Storm

cells are generally localized and focused over unique drainage areas, and flooding has historically occurred in limited regions of the County during a particular storm event.

The highest potential for flooding issues in the Western region of Tulare County occur when a storm cycle has produced multiple storm events aimed at the same drainage basin. These multiple storm events will saturate topsoil and reduce the effects of percolation. As small drainage basins merge, and waters move westerly, the flows increase. Due to the vast size of the county, high water levels may not be seen in particular western streams, rivers, and channels until 12 to 36 hours after a rain event in the foothills.

Storm water runoff from high intensity rain events in the foothills flows down gradient and collects in streams, rivers, and ditches that cannot fully accommodate the quantity of water when the terrain flattens out as the waters move west. The reduction in slope of the terrain was historically accommodated by the rivers and streams carrying the storm waters naturally fanning out and creating multiple channels in which the floodwaters could flow. The development of agricultural activities, irrigation facilities, and urban growth has disturbed these natural, multi-branched flows of waters. Due to the high cost, both in terms of dollars and in reductions to useable land, development has historically occurred in a manner that accommodates normal precipitation, but does not allow for unusually high intensity rain events.

The Tulare Lake Basin hasn't experienced any 50-year or 100-year flood events in more than 40 years. The Kaweah and Tule Rivers haven't even seen a 20-year flood or larger since 1969. In the event of 1861 or 1867, most of Visalia and northwest Tulare County experienced flooding. During the 1867-1868 Flood there was 5-6 feet of flood water on Main Street in Visalia.

REASON FOR INVESTIGATION:

The Tulare County Grand Jury was interested in ascertaining the preparedness of the responsible jurisdictions within the county in anticipation of the 2015 – 2016 El Nino rainfall event.

METHOD OF INVESTIGATION:

The Tulare County Grand Jury conducted a Jury Initiated Investigation on preparedness in Tulare County for flooding in 2015-2016 fiscal year. Presentations were made to the Board of Supervisors and the Grand Jury by the Tulare County Resource Management Agency (RMA) regarding the status of their flood control action plan. The Grand Jury inquired of the cities within Tulare County on their ongoing Flood Control activities. Public documents were reviewed by the Grand Jury. Site visits were conducted by Grand Jury members to review flood control projects. One site visit was in the vicinity of the County's correctional facilities to see the Cottonwood Creek Berm project. Other site visits were in the Visalia area reviewing various projects including a retention basin expansion north of the downtown area.

FACTS:

Tulare County RMA Flood Control preparedness measures

1. The RMA performed a “Hot Spot” Risk Assessment:
 - a) identified known and potential new areas of flooding concerns
 - b) created computer-based mapping (GIS) database and maps of these locations
 - c) staff met with local water conveyors (e.g. irrigation districts, water conservation districts) and experts
2. Tulare County RMA Flood Control Activities consists of:
 - a) channel clearing
 - b) basin and stationary pump maintenance
 - c) purchase and rental of additional portable pumps if needed
3. Tulare County reported it has established a flooding response protocol. A contact list for fire, police, and other related agencies was also prepared.
4. The County has inspected the tributaries and, if necessary, will clear the brush and debris in the foothill areas.
5. During storm events, Tulare County crews will monitor and inspect conditions in foothill areas for storm related damages and flooding. Tulare County crews will actively monitor snowfall and, when necessary, provide road plowing services in various parts of the foothill and mountain areas.
6. Tulare County has an action flood control plan for the valley area.

Of the eight (8) cities within Tulare County, four (4) responded to the request from the Grand Jury on their Flood Control preparedness measures:

7. City of Woodlake flood control action plan –
 - a) drainage ditch running along Naranjo Blvd next to Bravo Lake was maintained for handling storm water
 - b) maintenance performed on permanent lift pumps and arrange to have chainsaws and portable trash pumps available
8. City of Tulare flood control action plan –
 - a) repair and/or clean storm drain inlets and storm drain lines
 - b) perform maintenance on drain pump stations
 - c) clean leaves out of gutters and storm drains
 - d) place portable emergency generators at pump stations
 - e) clean bottom of ponding basins to improve percolation and groundwater recharge
 - f) cleaned debris out of the Kaweah crosstown culvert

9. City of Porterville flood control action plan –
 - a) clean dirt, leaves and debris from drain inlets
 - b) identify and allocate funds for problematic areas
 - c) general drainage infrastructure improvements to handle potential emergencies
 - d) training of personnel to handle storm weather emergencies
 - e) mobilize portable pumps in preparation for flooding
 - f) provide sandbags in corporation yards for citizen's use
 - g) broadcast public preparedness information on a local radio station and the city's website

10. City of Visalia flood control action plan –
 - a) Downtown Stormwater Flood Control - Expand the existing basin near Douglas Ave east of Santa Fe St and install a new pipeline flowing into the basin. Construction started November 2015 with completion slated for April 2016
 - b) East Side Regional Park - Combination regional park and groundwater recharge facility on a 248 acre site in eastern Visalia. Not in construction yet
 - c) Lower Kaweah River Flood Control Basins - Flood control project to construct three (3) basins in the Visalia area. Two of the basins to function as relief for flows from Terminus Dam. Construction is anticipated to start in the fall of 2016.

FINDINGS:

- F1. Various county and city agencies have been proactive in anticipation of an El Nino event.
- F2. RMA "Hot Spot" (historically flood prone areas) identification will aid in:
 - a) timely, adequate placement of personnel and equipment
 - b) identify which water conveyors will be impacted by flood waters and to use their system as pressure relief valves
- F3. Tulare County has placed emphasis on the valley floor (Western region), but did not have any major flood control projects or management plan in the foothill area (Central region).
- F4. Clearing of bridges and channels will help the movement of water, in turn reducing flooding events.
- F5. Preplanning of flood protection of county facilities has the potential to reduce flood damage and increase cost savings for taxpayers.
- F6. Goal statements from various agencies show a greater emphasis on capturing and percolating rainfall and runoff into groundwater than in previous years.

RECOMMENDATIONS:

- R1. Applicable agencies should increase emphasis in water storage projects when the opportunities for water retention are higher.
- R2. Applicable agencies should not ignore the importance of flood control projects due to drought conditions.
- R3. Applicable agencies continue their progress on existing flood control projects
- R4. Tulare County adopt a foothill region flood management plan.
- R5. When rehabilitating public parks, adding water retention and percolation capabilities should be considered.

REQUIRED RESPONSES:

- 1. Tulare County Resource Management Agency
- 2. City of Woodlake
- 3. City of Porterville
- 4. City of Tulare
- 5. City of Visalia
- 6. City of Lindsay
- 7. City of Exeter
- 8. City of Dinuba
- 9. City of Farmersville
- 10. Tulare County Board of Supervisors

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Section 924.2 and 929).



DRAFT

July 26, 2016

The Honorable Judge Bret Hillman
County Civic Center, Room 303
221 S. Mooney Blvd.
Visalia, CA 93291

And

Mr. Chuck White, Foreman
Tulare County Grand Jury
5963 S. Mooney Blvd.
Visalia, CA 93277

RE: Response to 2016 Grand Jury Report titled, "Tulare County, Are We Ready for El Nino".

Dear Honorable Judge Hillman and Foreman White:

On behalf of the City of Farmersville, please find attached the City's response to the 2016 Grand Jury Report titled, "Tulare County, Are we ready for El Nino?".

I would like to start by addressing the claim in the Grand Jury Report that the City of Farmersville was among those cities in Tulare County who did not respond to the Grand Jury's request. While it is true we did not respond, it not because we ignored your request, rather it was because we never received your request.

The City of Farmersville has no record of receiving any inquiry from the Grand Jury in 2016 or 2015. If you have any delivery receipt confirmation substantiating your issuance of the request to the City, I would request a copy of that documentation so we might improve our records management if the Grand Jury's request was in fact provided to the City.

Second, as you will see from our Response document, the City was extremely deliberate, proactive and responsible in preparing for El Nino, of our own volition and without prompting by the Grand Jury.

Finally, with respect to the Grand Jury's Recommendations, R1 through R5, contained in their report, the City of Farmersville agrees with each of the Grand Jury's recommendations.

Thank you for your time and attention in this matter and should you have any questions or require additional information, please do not hesitate to contact me directly at 559-747-0458 or by e-mail at jjansons@cityoffarmersville-ca.gov

Sincerely,

John Jansons, City Manager
City of Farmersville

City of Farmersville, California



Response to 2016 Tulare County Grand Jury Report, titled
"Tulare County, Are We Ready for El Nino?".

July 25, 2016

SECTION 1

Introduction:

On May 11, 2016, the City of Farmersville was served with a demand by the Tulare County Grand Jury for a response to the Grand Jury's report titled, "Tulare County, Are We Ready for El Nino?" (Attachment 1).

Upon review, it became clear that the Grand Jury believed it had requested information from the City regarding El Nino Storm Preparedness, yet no record of such a request has been found by the City or produced by the County Grand Jury. (See Page 3 of 2016 Tulare County Grand Jury Report, (the Report)).

In that Report, the Grand Jury lists responses they received from four of the eight Tulare County cities and the County of Tulare RMA, but by not listing Farmersville thereby implying that Farmersville is among several (four) cities that they claim did not respond.

With that said, the report from the Grand Jury demands a response from each "non-responding" City, which includes Farmersville as well as requiring a response to each of the Grand Jury's Recommendations listed on Page 5 of the Report.

Staff has prepared a response that details the City's proactive steps to prepare for the El Nino forecasted and to be ready to address any flooding issue that may have occurred last winter.

And Provides a Response to each of the Grand Jury's Recommendation listed on Page 5 of their Report.

Pursuant to Penal Code sections 933 and 933.05, this Response lists steps taken by the City and includes documentation to satisfy and be responsive to, the Grand Jury, that the City of Farmersville was in fact ready for El Nino, and responds to each of the Recommendations of the Grand Jury.

SECTION 2

El Nino Preparation by City of Farmersville:

In summary, the communications, planning, preparations and actions in anticipation of El Nino were as follows:

ATTACHMENT 1

- 1) On Page 2 of August 31, 2015 City Council Newsletter, introduces the start of Staff effort to prepare for El Nino.

ATTACHMENT 2

- 2) In October of 2015, Staff begins to deliberate draft Storm Preparedness Plan,

ATTACHMENT 3

- 3) November 2, 2015 City Council Newsletter previews upcoming City Council Action Item for November 9 to discuss and adopt draft Storm Preparedness Plan,

ATTACHMENT 4

- 4) At November 9 2015, City Council is presented draft plan and adopts the Plan by 5-0 vote. Exhibits include: City Council Staff Report, draft Storm Preparedness Plan and copy of Power Point Presentations.

ATTACHMENT 5

- 5) Minutes of November 9, 2015 City Council Meeting verifies approval of Storm Preparedness Plan

ATTACHMENT 6

- 6) The November 16, 2015 City Council Newsletter highlights progress on implementing the Storm Preparedness Plan including signage for Sand Bag stations throughout the City,

ATTACHMENT 7

- 7) The November 30, 2015 City Council Newsletter highlights on-gong work to clear debris from creek-ways and specifically debris collected under bridges in the City,

ATTACHMENT 8

- 8) The December 22, 2015 City Council Newsletter details on-gong effort to maintain storm drains, perform debris removal from creek-ways and emergency repairs of failing ditch/ creek-bank due to improper run off form adjacent property,

ATTACHMENT 9

- 9) The City prepared and distributed and publicized "Flood Safety Tips" information sheet to emphasis hazard mitigation, and El Nino preparedness.

ATTACHMENT 10

- 10) Staff used the City Website, Facebook page, and Public literature rack to highlight and disseminate information about Flood Safety, Storm Preparedness, and Sand Bag Filling Stations in both English and Spanish.

SECTION 3

Response to Recommendations of the Grand Jury:

With respect to the Recommendations of the Grand Jury, the City of Farmersville responds as follows:

Recommendation R1.

“Applicable Agencies should increase emphasis in water Storage projects when the opportunities for water retention are higher”.

Response to Recommendation R1:

The City of Farmersville agrees with this recommendation insofar as the City is not aware of any contrary information .

Recommendation R2.

“Applicable agencies should not ignore the importance of flood control projects due to drought conditions.”

Response to Recommendation R2:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information .

Recommendation R3:

“Applicable agencies continue to progress on existing flood control projects.”

Response to Recommendation R3:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information .

Recommendation R4:

“Tulare County adopt a foothill region flood management plan.”

Response to Recommendation R4:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information.

Recommendation R5:

“When rehabilitating public parks, adding water retention and percolation capabilities should be considered.”

Response to Recommendation R5:

The City of Farmersville Agrees with this recommendation insofar as the City is not aware of any contrary information .

SECTION 4

Conclusion:

1. The City of Farmersville takes issue with the characterization and identification of the City as non-responsive and requests that the record be changed to reflect that the City did not receive any inquiry from the 2016 Tulare County Grand Jury regarding El Nino preparation.
2. As is seen in the City's Response Document, the City was extremely deliberate, proactive and responsible in preparing for El Nino, of its own volition and without prompting by the Grand Jury.
3. With respect to the Grand Jury's Recommendations, R1 through R5, contained in their report, the City of Farmersville agrees with each of the Grand Jury's recommendations insofar as the City is not aware of any contrary information.

Respectfully Submitted on Behalf of the City of Farmersville:

John Jansons
City Manager

Date

ATTACHMENT 1

On Page 2 of August 31, 2015 City Council Newsletter, introduces the start of Staff effort to prepare for El Nino.

MEMORANDUM

To: City Council
From: John Jansons, City Manager
Date: August 31, 2015
Subject: Council Newsletter

Good Afternoon Mayor and Council:

Please find below a variety of updates on the activities of your City departments.

Administration:

- Attended Tulare County Board of Supervisors meeting on August 25, to introduce myself to the BOS. Met CAO, Sherriff, and several other department heads and staff.
- Met with Rudy Mendoza, Field Representative for Congressman Devon Nunes.
- Attended August Planning Commission meeting to introduce myself to the PC.
- Staff has toured all city faculties and met with several organizations who rent / lease space from the City.
- New City lapel pins are on order.
- Seeking cost for codification project to fulfill record keeping and update requirements.
- Staff to attend CA Notary Public training classes in September.
- Technical Training for Clerks begins in Riverside on 9-7-15 through 9-11- 15 towards eventual MMC, Master Municipal Clerk certification. Modules include: meeting administration, management of the office of City Clerk, records management, ethics, and serving diversity.
- Don't forget, Mark your calendars for October 2, Cruise Night, Oct. 3 Fall Festival, and Oct. 8-10 City-wide cleanup day!

Finance Department:

- Online and Phone payments reached an all-time high for the month of August 2015 since inception in October 2014. 142 payments were made (over \$12,000.00) representing slightly more than 6% of all utility accounts.
- The City received payment from the State Water Resource Control board for the State share of expenses incurred for the Cameron Creek Colony project of just over \$463,000.00. There are some lingering items left but this means that the City has now been reimbursed for the bulk of this project.
- Staff is on schedule with work progressing on multiple Fiscal Year End reports, audit and financial statement preparation, and closing out our accrual period soon.

- Staff successfully implemented the rate increase per Council approval for Solid Waste Collection of \$0.53 per account per month into our billing process this month. The approved rate increase for sewer fees goes into effect for the bill due in November; an additional \$7.87 per account, per month.
- Our first invoice was submitted to Caltrans for reimbursement regarding roundabout construction on 8/19/2015, successfully avoiding our project from being flagged as inactive.
- Finance staff organized a “work day”, last Friday, to organize city archives and dead storage of old files subject to future destruction per the City’s document retention policy. Thanks to Public Works and Finance staff for working together to get this done.
- CM office and Finance Dept. are collaborating on development of a City purchasing policy and guidelines.
- Staff is gearing up for the next meeting of the Oversight Board of the dissolved Farmersville Redevelopment Agency. It is anticipated that the 16/17a ROPS will be presented for approval.

Fire Department:

- A recommendation for Disposal of the old 1988 Patrol 283 is anticipated for the Sept 14, 2015 City Council meeting. Last year council approved the purchase of a replacement vehicle utilizing developer impact fees. With the new unit in service, the fire department recommends declaring P283 surplus and will be seeking approval to dispose of this asset by negotiated sale to the City of Exeter in conformance with Farmersville Municipal Code, Section 3.16.120 (Ord. 278 § 12, 1984).
- Fire Chief to lead a multi-departmental, city task force to address creek way hazard mitigation associated with current fire season danger and potential winter weather flood mitigation. This initiative is the result of several fire incidents occurring over the past few months attributed to vagrant camps and activity in the creek ditches and under bridges and the prospect of the “Godzilla” El Nino projected for this fall/winter. This coordination will dovetail nicely with the Urban Streams Restoration grant focusing on Deep Creek.
- The Volunteer Fire Assistance Grant award announcement was received from Cal-Fire. This is a federal grant passed through the State, which as in years past, will help buy fire equipment on a 50/50 cost share and will fund critically needed pagers, fire shelters and hoses.
- Fire Hydrant maintenance has been completed for the year. This year due to the drought the flushing was done through a cap with a small orifice. Yearly servicing is required by the ISO and in addition, helps the water system by removing rust and deposits. More importantly, annual inspections help to ensure the hydrant will be functional should a fire occur.

Police Department:

- School is in full swing and the assignment of Officer Mark Cruz to the SRO position is off to a very good start.
- The Department will be working with the FUSD and Pro-Youth HEART to provide a lunch time anti-gang program for a targeted audience of at risk youth.
- The Department was pleased to have completed the hiring process of its newest police officer Jesse Mendez. Jesse is a new employee but certainly not new to the Farmersville Police

Department or to law enforcement. Jesse has been employed by the Woodlake Police Department for 10 years and comes to us with a wealth of experience. He has also worked with us on a number of cases over the past few years both assisting us here in Farmersville and our assisting the Woodlake Police Department in their community. He will be formally sworn-in and introduced to Council at the September 14, 2015 meeting, but had already begun field training.

- The signing of the agreement with the FUSD for a second SRO adds another position to the department to allow us to assign another officer to the district. With an already established hiring list this can be accomplished fairly quickly.
- The department will be preparing for the events associated with the Fall Festival this year. Further updates will be provided as the event develops. A cruise night the evening before as well as a 5K run the morning of the event have been added to make Fall Fest bigger and better in 2015

Planning

- Staff is scheduled to bring forward a Zoning Ordinance Amendment (ZOA 2015-01) in a public hearing on Sept 28, 2015 regarding "reasonable accommodation and exemption for disabled persons".

Public Works

- Window at Community Center to be replaced this week. Is a special "bronze" tempered glass that had to be order and fabricated.
- Continuing with the annual storm drain maintenance. Council may notice that some drains are green and others are blue. The colors represent drainage to storm drain ponds or to the canals. Green drains to ponding basins and blue to the canals.
- Roadway pot holes repairs in some of the less travelled areas of town is on-going.
- Also addressing other issues as discovered: missing signs, vandalism, graffiti etc.
- Working with Code Enforcement on cleaning up illegal dumping issues.
- The recruitment for our open position closed on Friday 28th. Thus so far we have obtained over forty applications.

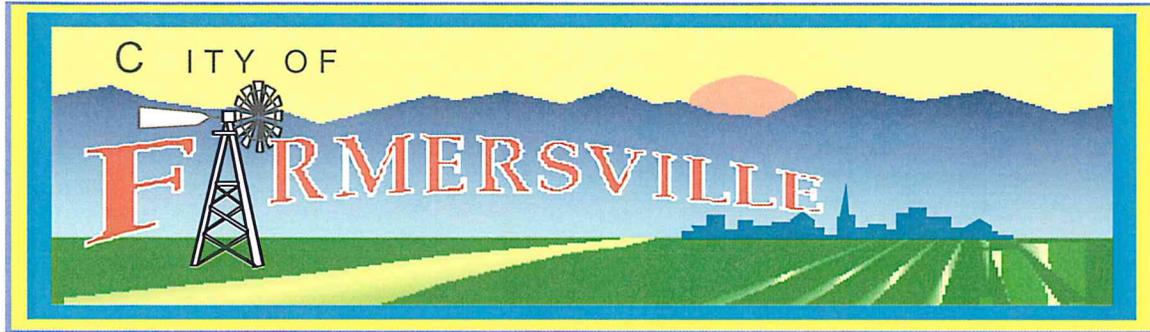
Happy Labor Day to all of the hard working men and women of the City of Farmersville.

You are greatly appreciated!

END

ATTACHMENT 2

In October of 2015, Staff begins to deliberate draft Storm Preparedness Plan,



Storm Response Procedure

October, 2015

CITY OF FARMERSVILLE

Storm Response Procedure

The purpose of this document is to clarify department roles and responsibilities, and solidify necessary and appropriate actions to be taken by the city before, during, and after individual storms and the winter storm season.

This document supplements the City of Farmersville Emergency Operations Plan with specific operational procedures pertaining to sandbags, along with trigger points to commence and suspend seasonal and specific response activities. Phases 2 and 3 of this procedure correlate with the Initial Response and Extended Operations sections of the Emergency Operations Plan, and is in concert with the Tulare County Operational Area procedures.

The departments primarily involved in this procedure are:

- Public Works Department
- Fire Department
- Police Department
- Office of the City Manager

This document is organized as follows:

- Phase 1: Seasonal Preparedness
 - Activation
 - Deactivation
 - Sandbag Ordering Procedures
 - Sandbag Distribution Locations
- Phase 2: Increased Readiness / Initial Response
 - Activation (Increased Readiness)
 - Activation (Initial Response)
 - Deactivation
- Phase 3: Extended Response
 - Activation
 - Deactivation
 - Cost Recovery Documentation

CITY OF FARMERSVILLE

Storm Response Procedure

PHASE 1 **Seasonal Preparedness**

ACTIVATION

Actions in this phase should be taken annually, prior to the beginning of the winter storm season. Generally, this phase should begin on November 1st (approximately) each year, unless a different time is deemed appropriate by the City Manager. The following activities are included in Phase 1:

| Functional Area | Activity | Responsible Department(s) |
|--|---|----------------------------------|
| Coordination | Advise involved agencies of the initiation of Seasonal Preparedness activities | FFD |
| | Disseminate seasonal weather outlook information received from NWS / Cal OES to Depts. | FFD/FPD via OES |
| Sandbag Distribution (Operations & Logistics) | Determine the quantity of sand and bags to be procured, with input from the involved departments | FPW |
| | Procure materials for sandbags | FPW |
| | Provide / operate sandbag distribution sites; | FPW, FFD or FPD |
| | Pre-position sand for faster response to field incidents or self serve sandbag filling | FPW |
| | Inventory sandbag materials on-hand by November 1st at designated sites, and order re-supply (to reach Target Quantity) | FPW |
| | Track & coordinate fulfillment of requests for sandbag materials. | FFD (ICS 214) |
| | Deliver filled sandbags, and/or loose sand with bags, as needed. | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

DEACTIVATION

Activities should be taken at the end of the winter storm season. Typically, this should occur on or before May 1st of each year, unless conditions dictate otherwise.

| Functional Area | Activity | Responsible Department(s) |
|------------------------|---|----------------------------------|
| Coordination | Advise all participating agencies of deactivation from Phase 1 Seasonal Preparedness activities | FFD |
| | Provide feedback and lessons learned from this year's activities | ALL DEPARTMENTS |
| Logistics | Evaluate deployment sites to determine cleanup / removal needs for excess / unusable sandbags, packaging materials, and other related equipment or supplies; make appropriate cleanup, disposal and/or storage arrangements | FPW |
| | Process returned supplies, determine optimal state for storage to maximize longevity of supplies, and store items for use in future years | FPW |

SANDBAG ORDERING PROCEDURE

On field incidents, orders shall be generated by the appropriate persons within the Incident Command System (ICS) structure, and follow the agency's internal procedures for documentation, approval, and forwarding of the request.

SANDBAG DISTRIBUTION LOCATIONS

The Public Works Department has been identified as the primary distributor of sandbags to the public, via the City Yard. The Civic Center (On Duty FFD/FPD Personnel) may need to provide sandbags to the public in afterhours situations where call back of Public Works personnel has not occurred. The Public Works Department shall have primary responsibility for the delivery of sandbags, to incidents or other locations as requested by responders, to support flood fighting.

The following table depicts locations which have been identified for annual pre-positioning of sandbag materials for public consumption. Upon initiating Phase I activities, each location's current stock of materials should be assessed. Re-supply should occur as necessary. This table should serve only to guide the annual pre-positioning of sandbag materials, and should not be interpreted to restrict the discretion of responders to request resources of the type, quantity, and delivery location as necessary to mitigate any actual or impending incident.

CITY OF FARMERSVILLE

Storm Response Procedure

| Location Name | Type | Target Quantity |
|--|------------|-----------------|
| W. Front St. /S. Ventura (at Railroad) | Loose Sand | 14 yards |
| 253 E. Visalia Rd Lot (south side) | Loose Sand | 14 yards |
| Roy's Park – 800 S. Farmersville Blvd. | Loose Sand | 14 yards |
| Civic Center - 909 W Visalia Rd. | Loose Sand | 14 yards |
| Location Name | Type | Target Quantity |
| City Yard – 873 S. Farmersville Blvd. | Sand Bags | 2000 |
| Civic Center - 909 W Visalia Rd. | Sand Bags | 500 |

Tulare County maintains pre-positioned palletized sandbags throughout the County for rapid deployment to imminent or in-progress flooding incidents available through Mutual Aid request.

PHASE 2 **Increased Readiness**

This phase identifies actions to be taken in anticipation of the arrival of a major storm or storm series expected to bring heavy rainfall, high winds, flooding, or other damaging forces to the area. Each department maintains situational awareness and implicitly enters this phase in anticipation of severe weather. The activities outlined below are designed to provide enhanced coordination between departments in advance of potential major incidents.

ACTIVATION

| Functional Area | Activity | Responsible Department(s) |
|------------------------------|---|---------------------------|
| Coordination | Provide updates from NWS/OES on expected/ actual conditions to CM and other Depts. | FPD,FFD,FPW |
| Emergency Public Information | Issue bilingual media release with safety message, sandbag locations, important phone numbers, and any other pertinent information as needed. | City Manager |
| Logistics | Prepare staffing patterns to augment department activities, should an increase in demand for services occur or appear imminent | FFD,FPW,FPD |
| | Confirm operational readiness of equipment and supplies including but not limited to vehicles, saws, pumps, flares, radios, Barricades, signs, PPE etc. | FFD,FPW,FPD |
| | Check status of storm drains, bridges, and remove debris, clear grates, and place barricades as needed. | FPW,FPD |
| | Check city facilities, roofs, gutters, drains, parks trees, storm drains and retention basins etc. | FPW |
| | Deliver sandbagging resources to distribution facilities or deployment sites as requested. Monitor sandbag distribution from facilities and request re-supply as needed | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

Initial Response

Increased Readiness activities will transition to the Initial Response phase once the incident merits field response activities. The goal of the activities detailed below is to provide increased situational awareness and coordination amongst involved agencies during the event. Refer to Emergency Operations Plan (EOP) for additional information on each department's responsibilities in Initial Response.

| Functional Area | Activity | Responsible Department(s) |
|------------------------------|--|---------------------------|
| Coordination | Provide updates from NWS on expected / actual conditions to CM and other Depts. | FFD,FPD |
| | Report significant infrastructure issues, flooding issues, or any impact to City facilities to CM | ALL DEPARTMENTS |
| | Distribute daily situation status updates summarizing major issues (evacuations, significant flooding, road closures, infrastructure damage, areas of concern, etc.) to CM and/or City Council | FPD,FFD,FPW |
| | Communicate with first responders to prioritize response to multiple incidents | FPW |
| | Advise CM if a significant change in the overall situation occurs or appears imminent (i.e. levee failure, flash flooding, evacuations, significant damage to large geographic area, etc.) | ALL DEPARTMENTS |
| | Advise CM of significant unmet resource needs that cannot be met locally or through Law / Fire mutual aid systems | ALL DEPARTMENTS |
| Emergency Public Information | Consider Alert & Warning (EAS, AlertTC) should a significant, imminent threat develop to life or property | FPD |
| Operations | Provide debris removal, street repairs, temporary signage & road closures, flood control (pumping, levee repair, etc.) | FPW |
| | Augment staffing as necessary to address expected or actual increases in demand for services | FFD,FPW, FPD |
| Logistics | Obtain a Disaster Cost Tracking Number from the Finance Director and disseminate to Depts. | FPW |
| | Deliver sandbagging resources to facilities and/or field incidents as requested | FPW |
| | Monitor sandbag distribution from facilities and request re-supply as discussed in Phase 1 | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

DEACTIVATION

Deactivation from Increased Readiness / Initial Response shall occur once the triggering event (or series of events) has passed, and no further threat exists. When deactivating from Increased Readiness / Initial Response phases during winter storm season, all departments shall evaluate their resource status and take any necessary actions, such as return / redeployment of equipment and materials re-supply, to optimize future response operations. All departments shall continue to monitor and mitigate issues identified during the event to their completion / resolution.

PHASE 3 **Extended Response**

This phase represents the response to prolonged, large-scale weather-induced incidents, with widespread impacts such as flooding, property / infrastructure damage, or threat to / loss of life. The triggers for this phase are detailed below:

- Widespread flooding or imminent threat (bank-full or flood-stage waters along major waterways, levee failure)
- Evacuations (localized evacuations with anticipated need for sheltering, or any large-scale evacuation)
- Significant damage to multiple public or private properties
- Any situation that substantially overwhelms the City's resources and requires outside agency assistance (excluding day-to-day Law / Fire mutual aid)

Should this phase be triggered, FPD or FFD shall notify the City Manager of the situation. Extended Response operations are defined and detailed in the City's Emergency Operations Plan. This phase would likely be accompanied by Emergency Operations Center (EOC) activation, and possibly a Proclamation of Local Emergency.

DEACTIVATION

Deactivation from Phase 3 will take place according to established policies and procedures within the Emergency Operations Plan. All departments shall participate in the debriefing process, to provide suggestions for improvement on future incidents. Upon deactivation from Phase 3 Extended Response activities, the City shall return to Phase 1 or Phase 2 activities as appropriate for the situation.

CITY OF FARMERSVILLE

Storm Response Procedure

COST RECOVERY DOCUMENTATION

Due to the nature of disaster assistance programs at State & Federal levels, it is imperative that all personnel keep detailed records of their activities during a major emergency or disaster. The documentation required for successful cost recovery is considerably more burdensome than the day-to-day documentation performed by any City department. Failure to provide adequate detail for cost reimbursement may result in the City's loss of disaster assistance funds, creating a significant financial exposure for the City.

The following table depicts specific details that should be captured in supplemental documentation, to augment (but not replace) any documents already generated by City personnel.

| Subject | Metrics |
|----------------------|--|
| Tracking Number | <u>Every page of every document</u> should be marked with the disaster tracking number (e.g. F-01) |
| Personnel | Employee Name, ID, Department, Classification, FLSA Status, Pay Rate |
| Timekeeping | Hours worked, overtime vs. regular time designation for each activity |
| Vehicle | Type of vehicle, vehicle identifiers, detailed breakdown of use by time, activity, locations, and mileage |
| Activities Performed | Detail of activities performed, whether each was a routine or emergency duty, and location(s) where each was performed |



Storm Response Procedure

October, 2015

CITY OF FARMERSVILLE

Storm Response Procedure

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CITY OF FARMERSVILLE

Storm Response Procedure

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ACTIVATION

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CITY OF FARMERSVILLE

Storm Response Procedure

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CITY OF FARMERSVILLE

Storm Response Procedure

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| | Check status of storm drains, bridges, and remove debris, clear grates, and place barricades as needed. | FPW,FPD |
| | Check city facilities, roofs, gutters, drains, parks trees, storm drains and retention basins etc. | FPW |
| | Deliver sandbagging resources to distribution facilities or deployment sites as requested. Monitor sandbag distribution from facilities and request re-supply as needed | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

Initial Response

Increased Readiness activities will transition to the Initial Response phase once the incident merits field response activities. The goal of the activities detailed below is to provide increased situational awareness and coordination amongst involved agencies during the event. Refer to Emergency Operations Plan (EOP) for additional information on each department's responsibilities in Initial Response.

| Functional Area | Activity | Responsible Department(s) |
|------------------------------|--|----------------------------------|
| Coordination | Provide updates from NWS on expected / actual conditions to CM and other Depts. | FFD,FPD |
| | Report significant infrastructure issues, flooding issues, or any impact to City facilities to CM | ALL DEPARTMENTS |
| | Distribute daily situation status updates summarizing major issues (evacuations, significant flooding, road closures, infrastructure damage, areas of concern, etc.) to CM and/or City Council | FPD,FFD,FPW |
| | Communicate with first responders to prioritize response to multiple incidents | FPW |
| | Advise CM if a significant change in the overall situation occurs or appears imminent (i.e. levee failure, flash flooding, evacuations, significant damage to large geographic area, etc.) | ALL DEPARTMENTS |
| | Advise CM of significant unmet resource needs that cannot be met locally or through Law / Fire mutual aid systems | ALL DEPARTMENTS |
| Emergency Public Information | Consider Alert & Warning (EAS, AlertTC) should a significant, imminent threat develop to life or property | FPD |
| Operations | Provide debris removal, street repairs, temporary signage & road closures, flood control (pumping, levee repair, etc.) | FPW |
| | Augment staffing as necessary to address expected or actual increases in demand for services | FFD,FPW, FPD |
| Logistics | Obtain a Disaster Cost Tracking Number from the Finance Director and disseminate to Depts. | FPW |
| | Deliver sandbagging resources to facilities and/or field incidents as requested | FPW |
| | Monitor sandbag distribution from facilities and request re-supply as discussed in Phase 1 | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

DEACTIVATION

Deactivation from Increased Readiness / Initial Response shall occur once the triggering event (or series of events) has passed, and no further threat exists. When deactivating from Increased Readiness / Initial Response phases during winter storm season, all departments shall evaluate their resource status and take any necessary actions, such as return / redeployment of equipment and materials re-supply, to optimize future response operations. All departments shall continue to monitor and mitigate issues identified during the event to their completion / resolution.

PHASE 3 **Extended Response**

This phase represents the response to prolonged, large-scale weather-induced incidents, with widespread impacts such as flooding, property / infrastructure damage, or threat to / loss of life. The triggers for this phase are detailed below:

- Widespread flooding or imminent threat (bank-full or flood-stage waters along major waterways, levee failure)
- Evacuations (localized evacuations with anticipated need for sheltering, or any large-scale evacuation)
- Significant damage to multiple public or private properties
- Any situation that substantially overwhelms the City's resources and requires outside agency assistance (excluding day-to-day Law / Fire mutual aid)

Should this phase be triggered, FPD or FFD shall notify the City Manager of the situation. Extended Response operations are defined and detailed in the City's Emergency Operations Plan. This phase would likely be accompanied by Emergency Operations Center (EOC) activation, and possibly a Proclamation of Local Emergency.

DEACTIVATION

Deactivation from Phase 3 will take place according to established policies and procedures within the Emergency Operations Plan. All departments shall participate in the debriefing process, to provide suggestions for improvement on future incidents. Upon deactivation from Phase 3 Extended Response activities, the City shall return to Phase 1 or Phase 2 activities as appropriate for the situation.

CITY OF FARMERSVILLE

Storm Response Procedure

COST RECOVERY DOCUMENTATION

Due to the nature of disaster assistance programs at State & Federal levels, it is imperative that all personnel keep detailed records of their activities during a major emergency or disaster. The documentation required for successful cost recovery is considerably more burdensome than the day-to-day documentation performed by any City department. Failure to provide adequate detail for cost reimbursement may result in the City's loss of disaster assistance funds, creating a significant financial exposure for the City.

The following table depicts specific details that should be captured in supplemental documentation, to augment (but not replace) any documents already generated by City personnel.

| Subject | Metrics |
|----------------------|--|
| Tracking Number | <u>Every page of every document</u> should be marked with the disaster tracking number (e.g. F-01) |
| Personnel | Employee Name, ID, Department, Classification, FLSA Status, Pay Rate |
| Timekeeping | Hours worked, overtime vs. regular time designation for each activity |
| Vehicle | Type of vehicle, vehicle identifiers, detailed breakdown of use by time, activity, locations, and mileage |
| Activities Performed | Detail of activities performed, whether each was a routine or emergency duty, and location(s) where each was performed |

ATTACHMENT 3

November 2, 2015 City Council Newsletter previews upcoming City Council Action Item for November 9 to discuss and adopt draft Storm Preparedness Plan,

City Council Newsletter / Update #7
November 2, 2015

City Manager:

- A brief look ahead to the November 9, 2015 City Council Meeting includes:
 - Presentation by Kaweah Delta Water Conservation District on the Sustainable Groundwater Management Act and Agency formation on November 9, 2015.
 - Road Work Supplemental Agreements with TCAG.
 - Storm Preparedness Plan.
- Staff is coordinating an orientation for the new youth City Council member about City departments and functions.
- Staff is researching the status of the Recreation Committee with the intent to resume meetings in the near future.
- City Clerk to conduct a recruitment for a Delta Vector Control District representative and will bring forward nominations to the Council at future meeting.
- The Boys and Girls Club completed another successful year with the Haunted House/Maze at the Community Center. Several hundred people attended and over 400 canned food items were received. Special thanks to Chief Crivello for his proactive engagement of B& G Staff to ensure public safety.

Engineering:

- Cal Trans Grant deadline extended to Dec 31, 2015 for the ADA assessment project approved by Council on October 28th.
- American Public Works Association event to honor City of Farmersville for the Cameroon Creek Water Distribution project on Thursday November 5th. Mayor Gomez and City Manager to attend representing the City along with representatives of Quad Knopf and Tulare County.
- City and USDA have coordinated an extension of time for the Waste Water Treatment Plant Project to adjust for extended design and engineering requirements.

Finance Department

- By restructuring some of employee benefits program, the City is able to offer the same employee benefits, but save over \$2,800 annually.

- The City is currently mid-way through the audit and anticipates auditors being on site for four more days next week to complete their field work and produce our financial statements and other reports for 2015 by December 31st.
- The Finance Director attended a regular board meeting as part of our membership in Central San Joaquin Valley Risk Management Authority which yielded valuable information regarding risk mitigation and future budget impacts.
- The Finance department continues to meet with Agencies and bank institutions to look for our best options to mitigate any potential cash flow or other process road blocks on existing and future construction projects.

Fire Department

Personnel:

- The fire department has hired the 7 new volunteers. Live Scan and physicals have been completed. They will begin a 40 hour basic training course November 7th that will be conducted on weekends.
- Capt. Kyle attended a weeklong Advanced Fire Investigation Class conducted by the Tulare County Fire Department. The State Fire Marshal certified course included investigating actual fires and developing a court case from the result of on scene origin and cause determination and actual interviews from role players in the community.

In the Community:

- The Department received a request to attend the harvest festival at Outside Creek School. 3 volunteers joined Chief Crivello and Lieutenant Thomas in staffing a table with fire safety handouts and a fire apparatus static display. The pulled pork dinner served as a fundraiser was tasty too.
- The Haunted House conducted by the Boys and Girls Club generated a few visits from the FFD to ensure fire and life safety was a top consideration, club staff was cooperative in meeting the fire code and safety recommendations. Emergency planning and inspections paid off in what was certainly a successful event.
- Chief Crivello attended the Tulare County Disaster Council meeting on October 22nd as the representative of the City. The current topics were reviewing the drought issues as well as upcoming El Nino Preparedness measures. In addition, there will be an upcoming exercise involving local response agencies as well as the California National Guard Civil Support Team.
- The Chief also attended the Tulare County Emergency Medical Care Committee and Ambulance Contract Compliance Committee meetings. Fines assessed to

ambulance providers when response time goals are not met will be trickling to the cities for the first time. The City stands to receive over \$2100 in liquidated damages as we are 3.4% of the EMS workload in the county. These funds are to be used to enhance the EMS system with equipment, training and/or supplies.

Operations:

- Fire Inspections of Business and Assembly Occupancies are continuing. The Fire Department answered 90 calls for service in the month of October. The October training topics covered equipment ID and location on fire apparatus, safety and use of hand tools and power saws as well as forcible entry. FFD assisted TCFD units with a structure fire west of town on Oscar Ave., on Saturday night.

Planning:

- **See attached Flyer:** Planning staff to host a Housing Element workshop / public open house to discuss progress of the project and take public comment. Council Chambers, Wednesday November 4th, 6-7 PM. Light refreshments served and Spanish translation services available. Please help get the word out or attend.

Police Department

- Halloween was very quiet. No incidents related to the festivities. There were events at three local churches and all appeared to be well attended without incident.
- DUI saturation patrol did not yield any DUI arrests. View that as positive in that although heavily patrolled no DUI's were located.
- Battle of the Badges November 9th. In conjunction with Farmersville Fire and County Fire we will be occupying the east parking lot at City Hall for the blood drive. We will have food, root beer floats, public safety vehicles on display, games for kids and other activities taking place from 4 to 8 pm. All are invited even if you are not donating come out and show your support.
- 2nd SRO Starts Today. Officer Hettick has already been introduced to Superintendent and staff. Officer Hettick is expected to do an outstanding job in this position and look forward to building good relationships with both school staff and students during this assignment.

Public Works

- Proteus Drought Relief Workers. Continue with general maintenance of the parks, and began concentrating on Liberty Park with more extensive maintenance.
- Red curb painting underway throughout the city.

- November begins a new city wide Water Conservation irrigation schedule. Watering is only to take place one day per week. **Odd numbered addresses – Saturday. Even numbered addresses - Sunday.**
- Contacted SCE to report Street Light outages throughout the city. A total of thirty-two (32) lights reported as not working properly.
- Candidate for the Public Works position successfully advancing through the recruitment and background investigation process, with anticipation of start date before year end.
- Storm preparation: sand piles for sandbags have been staged throughout the city for private property flood control. Residents may obtain ten (10) sandbags from the city and fill at any sandbag location if needed.
- Continue to perform storm system maintenance to prevent street flooding
- Began tree pruning where obstruction to city street signage. Customers whose trees were/will be pruned were provided the opportunity to correct or abate the problem beforehand.
- Another window at the Community Center was vandalized and will be replaced as soon as possible.

END

ATTACHMENT 4

On November 9, 2015, the City Council is presented draft plan and adopts the Plan by 5-0 vote. Exhibits include: City Council Staff Report, draft Storm Preparedness Plan and copy of Power Point Presentations.



City Council

Staff Report

TO: Honorable Mayor and City Council
FROM: John Crivello, Fire Chief
THROUGH: John Jansons, City Manager *[Signature]*
DATE: November 9, 2015
SUBJECT: Storm Response Procedure

RECOMMENDED ACTION:

It is respectfully recommended that the City Council approve the City of Farmersville Storm Response Procedure as an addendum to the City's Emergency Operations Plan (EOP) and provide direction to staff to update and refine the plan as needed based upon evaluation of effectiveness.

BACKGROUND:

The California Emergency Services Act requires the city to plan for and manage disasters within its jurisdiction. The City has adopted an EOP in accordance with state law that takes into account an "All Risk/All Hazards" approach when planning for management of emergencies presented by all hazards that threaten life, property, and the environment. Such risks are Fires, Floods, Earthquakes, Civil Disorder/Terrorism, and Severe Weather. A 2008 Hazard Assessment conducted by the fire department identifies floods and severe weather as moderate to high risk after rating potential frequency, severity, and community vulnerability.

DISCUSSION:

The EOP follows the format of preparedness, increased readiness/initial response, and extended response. There exists a need to coordinate the efforts of individual departments for preparedness and response activities. The Storm Response Procedure identifies specific actions that are or will be taken for each level of activation. In addition, the responsible departments are identified for each task. Many of the tasks contain some overlap as primary and secondary responsibilities often do in a small agency with limited resources.

Most of the identified tasks have been ongoing from a historical perspective at the individual department level. It is also important to note that city departments have always collaborated under routine and emergency conditions. This procedure merely codifies the activities which will ensure that city resources are used effectively. It will also serve as a training document for

personnel into the future while being revised as a planning document through evidence based practices based on after action reports.

In summary, The Storm Response Procedure will help ensure that the City of Farmersville is a disaster resistant community by preparing and responding effectively with unified objectives in accordance with the EOP.

COORDINATION & REVIEW:

Preparation and presentation of the City of Farmersville Storm Response Procedure has been coordinated with the City Police Department, Public Works Department and the City Manager's Office.

FISCAL IMPACT:

There is no significant expenditure impact to city funds by virtue of approving the plan. However, the plan should increase cost effectiveness in the preparation for and response to significant storms and related incidents and allow for improved cost recovery in the event of a declared disaster.

ALTERNATIVES:

None Proposed

CONCLUSION:

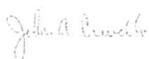
It is respectfully recommended that the City Council approve the City of Farmersville Storm Response Procedure as an addendum to the City's Emergency Operations Plan (EOP).

**ATTACHMENT(S): 1 – Storm Preparedness Plan / Response Procedure
Presentation Slides/Notes, and
Flood Safety Tips**

Respectfully Submitted,

Reviewed By:

Reviewed By:



John Crivello
Fire Chief

Mario Krstic
Chief of Police

Dale Wyckoff
Public Works Director

Approved By:



John Jansons
City Manager

CITY OF FARMERSVILLE

Storm Response Procedure



Storm Response Procedure

October, 2015

CITY OF FARMERSVILLE

Storm Response Procedure

The purpose of this document is to clarify department roles and responsibilities, and solidify necessary and appropriate actions to be taken by the city before, during, and after individual storms and the winter storm season.

This document supplements the City of Farmersville Emergency Operations Plan with specific operational procedures pertaining to sandbags, along with trigger points to commence and suspend seasonal and specific response activities. Phases 2 and 3 of this procedure correlate with the Initial Response and Extended Operations sections of the Emergency Operations Plan, and is in concert with the Tulare County Operational Area procedures.

The departments primarily involved in this procedure are:

- Public Works Department
- Fire Department
- Police Department
- Office of the City Manager

This document is organized as follows:

- Phase 1: Seasonal Preparedness
 - Activation
 - Deactivation
 - Sandbag Ordering Procedures
 - Sandbag Distribution Locations
- Phase 2: Increased Readiness / Initial Response
 - Activation (Increased Readiness)
 - Activation (Initial Response)
 - Deactivation
- Phase 3: Extended Response
 - Activation
 - Deactivation
 - Cost Recovery Documentation

CITY OF FARMERSVILLE

Storm Response Procedure

PHASE 1 **Seasonal Preparedness**

ACTIVATION

Actions in this phase should be taken annually, prior to the beginning of the winter storm season. Generally, this phase should begin on November 1st (approximately) each year, unless a different time is deemed appropriate by the City Manager. The following activities are included in Phase 1:

| Functional Area | Activity | Responsible Department(s) |
|--|---|----------------------------------|
| Coordination | Advise involved agencies of the initiation of Seasonal Preparedness activities | FFD |
| | Disseminate seasonal weather outlook information received from NWS / Cal OES to Depts. | FFD/FPD via OES |
| Sandbag Distribution (Operations & Logistics) | Determine the quantity of sand and bags to be procured, with input from the involved departments | FPW |
| | Procure materials for sandbags | FPW |
| | Provide / operate sandbag distribution sites; | FPW, FFD or FPD |
| | Pre-position sand for faster response to field incidents or self serve sandbag filling | FPW |
| | Inventory sandbag materials on-hand by November 1st at designated sites, and order re-supply (to reach Target Quantity) | FPW |
| | Track & coordinate fulfillment of requests for sandbag materials. | FFD (ICS 214) |
| | Deliver filled sandbags, and/or loose sand with bags, as needed. | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

DEACTIVATION

Activities should be taken at the end of the winter storm season. Typically, this should occur on or before May 1st of each year, unless conditions dictate otherwise.

| Functional Area | Activity | Responsible Department(s) |
|-----------------|---|---------------------------|
| Coordination | Advise all participating agencies of deactivation from Phase 1 Seasonal Preparedness activities | FFD |
| | Provide feedback and lessons learned from this year's activities | ALL DEPARTMENTS |
| Logistics | Evaluate deployment sites to determine cleanup / removal needs for excess / unusable sandbags, packaging materials, and other related equipment or supplies; make appropriate cleanup, disposal and/or storage arrangements | FPW |
| | Process returned supplies, determine optimal state for storage to maximize longevity of supplies, and store items for use in future years | FPW |

SANDBAG ORDERING PROCEDURE

On field incidents, orders shall be generated by the appropriate persons within the Incident Command System (ICS) structure, and follow the agency's internal procedures for documentation, approval, and forwarding of the request.

SANDBAG DISTRIBUTION LOCATIONS

The Public Works Department has been identified as the primary distributor of sandbags to the public, via the City Yard. The Civic Center (On Duty FFD/FPD Personnel) may need to provide sandbags to the public in afterhours situations where call back of Public Works personnel has not occurred. The Public Works Department shall have primary responsibility for the delivery of sandbags, to incidents or other locations as requested by responders, to support flood fighting.

The following table depicts locations which have been identified for annual pre-positioning of sandbag materials for public consumption. Upon initiating Phase I activities, each location's current stock of materials should be assessed. Re-supply should occur as necessary. This table should serve only to guide the annual pre-positioning of sandbag materials, and should not be interpreted to restrict the discretion of responders to request resources of the type, quantity, and delivery location as necessary to mitigate any actual or impending incident.

CITY OF FARMERSVILLE

Storm Response Procedure

| Location Name | Type | Target Quantity |
|--|------------|-----------------|
| W. Front St. /S. Ventura (at Railroad) | Loose Sand | 14 yards |
| 253 E. Visalia Rd Lot (south side) | Loose Sand | 14 yards |
| Roy's Park – 800 S. Farmersville Blvd. | Loose Sand | 14 yards |
| Civic Center - 909 W Visalia Rd. | Loose Sand | 14 yards |
| Location Name | Type | Target Quantity |
| City Yard – 873 S. Farmersville Blvd. | Sand Bags | 2000 |
| Civic Center - 909 W Visalia Rd. | Sand Bags | 500 |

Tulare County maintains pre-positioned palletized sandbags throughout the County for rapid deployment to imminent or in-progress flooding incidents available through Mutual Aid request.

PHASE 2 **Increased Readiness**

This phase identifies actions to be taken in anticipation of the arrival of a major storm or storm series expected to bring heavy rainfall, high winds, flooding, or other damaging forces to the area. Each department maintains situational awareness and implicitly enters this phase in anticipation of severe weather. The activities outlined below are designed to provide enhanced coordination between departments in advance of potential major incidents.

ACTIVATION

| Functional Area | Activity | Responsible Department(s) |
|------------------------------|---|---------------------------|
| Coordination | Provide updates from NWS/OES on expected/ actual conditions to CM and other Depts. | FPD,FFD,FPW |
| Emergency Public Information | Issue bilingual media release with safety message, sandbag locations, important phone numbers, and any other pertinent information as needed. | City Manager |
| Logistics | Prepare staffing patterns to augment department activities, should an increase in demand for services occur or appear imminent | FFD,FPW,FPD |
| | Confirm operational readiness of equipment and supplies including but not limited to vehicles, saws, pumps, flares, radios, Barricades, signs, PPE etc. | FFD,FPW,FPD |
| | Check status of storm drains, bridges, and remove debris, clear grates, and place barricades as needed. | FPW,FPD |
| | Check city facilities, roofs, gutters, drains, parks trees, storm drains and retention basins etc. | FPW |
| | Deliver sandbagging resources to distribution facilities or deployment sites as requested. Monitor sandbag distribution from facilities and request re-supply as needed | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

Initial Response

Increased Readiness activities will transition to the Initial Response phase once the incident merits field response activities. The goal of the activities detailed below is to provide increased situational awareness and coordination amongst involved agencies during the event. Refer to Emergency Operations Plan (EOP) for additional information on each department's responsibilities in Initial Response.

| Functional Area | Activity | Responsible Department(s) |
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| Coordination | Provide updates from NWS on expected / actual conditions to CM and other Depts. | FFD,FPD |
| | Report significant infrastructure issues, flooding issues, or any impact to City facilities to CM | ALL DEPARTMENTS |
| | Distribute daily situation status updates summarizing major issues (evacuations, significant flooding, road closures, infrastructure damage, areas of concern, etc.) to CM and/or City Council | FPD,FFD,FPW |
| | Communicate with first responders to prioritize response to multiple incidents | FPW |
| | Advise CM if a significant change in the overall situation occurs or appears imminent (i.e. levee failure, flash flooding, evacuations, significant damage to large geographic area, etc.) | ALL DEPARTMENTS |
| | Advise CM of significant unmet resource needs that cannot be met locally or through Law / Fire mutual aid systems | ALL DEPARTMENTS |
| Emergency Public Information | Consider Alert & Warning (EAS, AlertTC) should a significant, imminent threat develop to life or property | FPD |
| Operations | Provide debris removal, street repairs, temporary signage & road closures, flood control (pumping, levee repair, etc.) | FPW |
| | Augment staffing as necessary to address expected or actual increases in demand for services | FFD,FPW, FPD |
| Logistics | Obtain a Disaster Cost Tracking Number from the Finance Director and disseminate to Depts. | FPW |
| | Deliver sandbagging resources to facilities and/or field incidents as requested | FPW |
| | Monitor sandbag distribution from facilities and request re-supply as discussed in Phase 1 | FPW |

CITY OF FARMERSVILLE

Storm Response Procedure

DEACTIVATION

Deactivation from Increased Readiness / Initial Response shall occur once the triggering event (or series of events) has passed, and no further threat exists. When deactivating from Increased Readiness / Initial Response phases during winter storm season, all departments shall evaluate their resource status and take any necessary actions, such as return / redeployment of equipment and materials re-supply, to optimize future response operations. All departments shall continue to monitor and mitigate issues identified during the event to their completion / resolution.

PHASE 3 **Extended Response**

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- Widespread flooding or imminent threat (bank-full or flood-stage waters along major waterways, levee failure)
- Evacuations (localized evacuations with anticipated need for sheltering, or any large-scale evacuation)
- Significant damage to multiple public or private properties
- Any situation that substantially overwhelms the City's resources and requires outside agency assistance (excluding day-to-day Law / Fire mutual aid)

Should this phase be triggered, FPD or FFD shall notify the City Manager of the situation. Extended Response operations are defined and detailed in the City's Emergency Operations Plan. This phase would likely be accompanied by Emergency Operations Center (EOC) activation, and possibly a Proclamation of Local Emergency.

DEACTIVATION

Deactivation from Phase 3 will take place according to established policies and procedures within the Emergency Operations Plan. All departments shall participate in the debriefing process, to provide suggestions for improvement on future incidents. Upon deactivation from Phase 3 Extended Response activities, the City shall return to Phase 1 or Phase 2 activities as appropriate for the situation.

CITY OF FARMERSVILLE

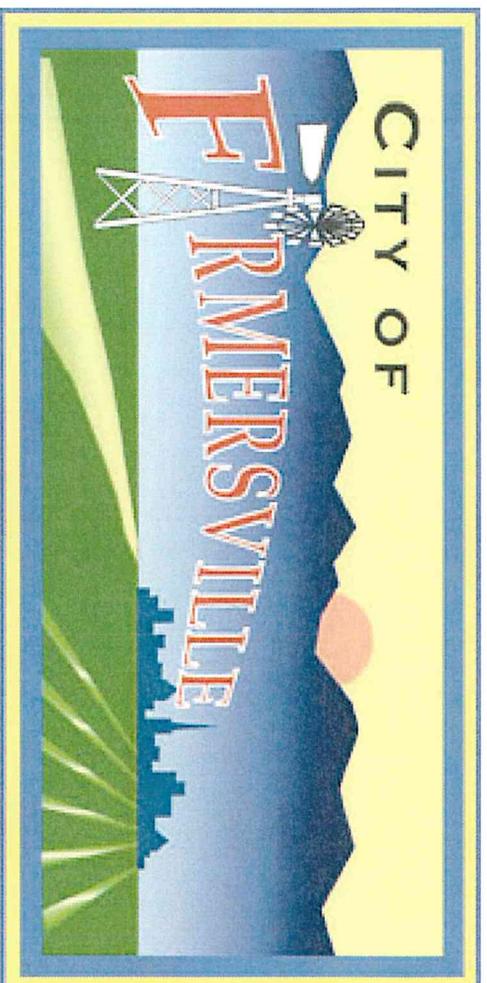
Storm Response Procedure

COST RECOVERY DOCUMENTATION

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| Timekeeping | Hours worked, overtime vs. regular time designation for each activity |
| Vehicle | Type of vehicle, vehicle identifiers, detailed breakdown of use by time, activity, locations, and mileage |
| Activities Performed | Detail of activities performed, whether each was a routine or emergency duty, and location(s) where each was performed |



City of Farmersville

Storm Response Procedure

Storm Response Phases

- ▶ Phase 1: Seasonal Preparedness
 - Activation/Deactivation
 - Assessment & Preparedness Activities
 - Pre-Positioning of Resources
- ▶ Phase 2: Increased Readiness / Initial Response
 - Activation (Increased Assessment & Readiness)
 - Personnel & Equipment Preparedness
 - Field Response as Needed (Police, Fire, Public Works)
- ▶ Phase 3: Extended Response
 - Situation/Resource Status/Coordination
 - Reinforced Response Activities
 - Cost Recovery Documentation



Phase 1 : Seasonal Preparedness

- ▶ Activation:
 - Begins November 1st, unless an earlier time is deemed appropriate by the City Manager.
- ▶ Deactivation:
 - Typically done on May 1st unless conditions dictate otherwise.
- ▶ Resources:
 - Inventory of sand stockpiles and sandbags. Prepositioning of resources at deployment sites.
 - Assess city facilities and infrastructure.
- ▶ Coordination:
 - Maintain communications between all departments, monitor and disseminate OES/NWS information.



Phase 2: Increased Readiness / Initial Response

▶ Activation: Increased Readiness

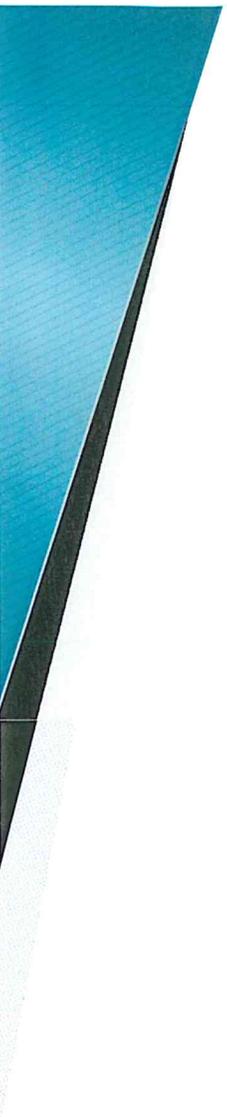
- Actions taken in advance of major storms/series of storms.
- Check the status of and remove debris from storm drains, creeks, bridges, etc...

▶ Activation: Initial Response

- Confirm operational readiness of personnel, equipment, and supplies.
- Activate staffing patterns and respond to incident accordingly.

▶ Coordination:

- Provide public information as needed.
- Maintain communications between departments.
- Document responses and supplies used.



Phase 3: Extended Response

▶ Activation:

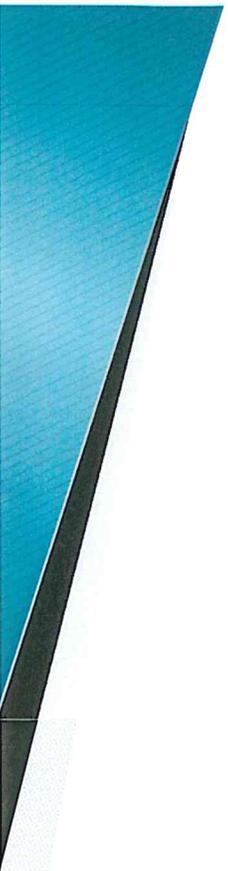
- Occurs during prolonged, large-scale weather-induced incidents with widespread impacts.

▶ Reinforced Response:

- Utilize mutual-aid as necessary to augment city depts.
- Emergency Services Coordinator interfaces with OES.
- City Manager provides emergency public information as needed, may activate the EOC.
- City Council may proclaim/declare local state of emergency.

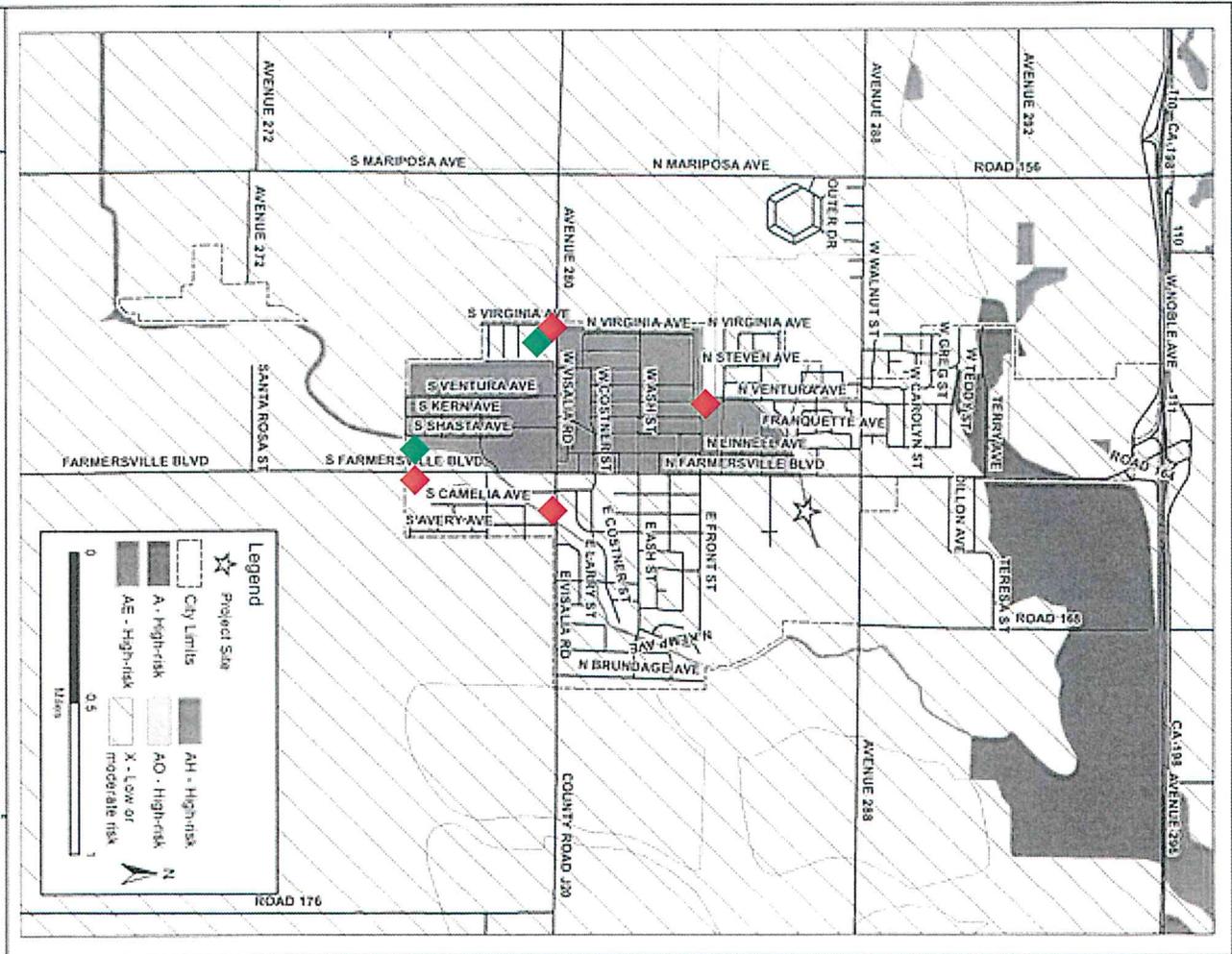
▶ Cost Recovery Documentation:

- Detailed records of activities during incidents will be maintained for purposes of cost recovery should State or Federal disaster declarations occur.



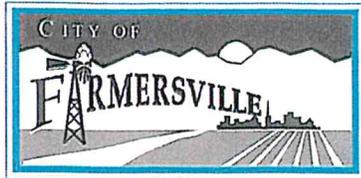
- ◆ Sand Stockpiles
 - Front St. / Ventura
 - E. Visalia Rd.
 - Roy's Park
 - Civic Center Lot

- ◆ Sandbag Distribution
 - City Yard
 - Civic Center



ATTACHMENT 5

Minutes of November 9, 2015 City Council Meeting verifies approval of Storm Preparedness Plan



MINUTES

Farmersville City Council Regular Meeting

Monday, November 9, 2015 • 7:00 p.m.

Gregorio Gomez, Mayor
Paul Boyer, Mayor Pro Tem
Don Rowlett, Council Member
Matt Sisk, Council Member
Leonel Benavides, Council Member

Meeting held in Civic Center Council Chambers – 909 W. Visalia Road
Farmersville, California

1. Call to Order

Called meeting to order in Memory of Mr. Larry Miller, former Farmersville Mayor and City Councilmember at 7:00 PM.

2. Roll Call

Present: G. Gomez, P. Boyer, D. Rowlett, M. Sisk, L. Benavides, G. Maldonado (Youth Councilmember)

3. Invocation

Led by Councilmember L. Benavides.

4. Pledge of Allegiance

Led by Mayor G. Gomez.

5. Work/Study Sessions (when requested)

6. Presentations

6.1 Groundwater Sustainability Act of 2014 and Agency Formation.

Mr. Mark Larson is presenting from Kaweah Delta Water Conservation District about the 2014 Groundwater Sustainability Act and Agency Formation via power point.

Mayor Pro-Tem P. Boyer commented – so we can be a member of the MOU or an implementing agency, can you talk about the pros and cons of those?

Discussion ensues...

City Manager J. Jansons commented – it is an option that Council provide direction to staff to do an MOU or if that is a little premature we can do something else.

Mayor Pro-Tem P. Boyer commented – I think we should consider it, maybe putting it on the agenda for next meeting.

Mayor G. Gomez commented– I think if there is something that involves the helping of people we should take a look at it.

7. Public Comment (Matters not on Current Agenda)

Billie Shawl, resident of Visalia – presenting information about the Tulare County Child Abuse Prevention Councils programs. I am intending to come back next month to give a written report on the status of child abuse prevention. We will provide information in English and Spanish. We are buying a child's bench, made out of granite, dedicated to the well-being of all children. You will be the first city that takes this step. I offer we have a reception afterward the meeting, if possible.

8. Consent Agenda

Consent Agenda items are considered items that are of a routine and non-controversial nature. Under a CONSENT AGENDA category, a recommendation is presented for each item, and all items on the Consent Agenda can be approved as a group with a motion, second and majority vote of the Council. Any Council Member, Member of the Public or staff may ask to remove any item from the CONSENT AGENDA in order to discuss and/or change the recommended course of action by an individual vote on that item. The remainder of the Consent Agenda, exclusive of any removed items, may be approved by a single vote of the Council.

8.1 Minutes

8.11 Warrants

A motion to approve the Minutes with amendments shared (clarification and/or typographical error) was made by Mayor Pro-Tem P. Boyer. Second was made by Councilmember L. Benavides. Motion was carried with a vote of 5-0-0.

Ayes: G. Gomez, P. Boyer, D. Rowlett, M. Sisk, L. Benavides

9. Public Hearings (when scheduled)

10. Old Business Items – (tabled from prior meeting(s)).

11. Discussion Action Items (New Business)

11.1 Recommendation to adopt City Council Resolutions 2015-042,43,44 and 2015-045 approving supplemental agreements with Tulare County Association of Governments for Measure "R" funded transportation projects.

A.

- 1. Resolution 2015-042: Finance Director S. Huntley presenting - approving supplemental agreements with Tulare County Association of Governments for Measure R Funded Transportation Projects, North Farmersville Blvd. widening and improvements.*

Discussion ensues.

Motion to adopt Resolution 2015-042 was made by Councilmember L. Benavides. Second was made by Councilmember M. Sisk.

Motion passes with a vote of 5-0-0.

- 2. Resolution 2015-043: Visalia Road Widening and Improvements.*

Councilmember L. Benavides commented – do any of these project affect the general fund?

Finance Director S. Huntley – No.

Discussion ensues.

Motion to approve Resolution 2015-43 was made by Councilmember M. Sisk. Second was made by Councilmember L. Benavides.

Motion passes with a vote of 5-0-0.

3. *Resolution 2015-044: South Farmersville Blvd. Pedestrian Improvements and Bus Turnaround.*

Finance Director S. Huntley presenting.

Mayor G. Gomez commented – I want to give a thank you to staff for looking at the numbers for these projects.

Motion to approve Resolution 2015-044 was made by Councilmember L. Benavides. Second was made by Councilmember M. Sisk.

Motion passes with a vote of 5-0-0.

4. *Resolution 2015-045: West Walnut Ave. Safe Routes to School Project.*

Finance Director S. Huntley presenting.

T. McCurdy Public Works Manager with Quad Knopf commented – this was one of Council's primary goals to make a safe crossing, this funding source will allow us to do that.

L. Wallis-Dutra with Quad Knopf commented – there will be medians for safe pedestrian crossing, safety area and striping of lanes to slow people down, safety lighting and the high visibility crosswalks and ramps.

Mayor G. Gomez commented– has any progress been made on Ventura and Walnut in trying to get a sidewalk?

L. Wallis-Dutra with Quad Knopf commented – that is where we are attempting to get a right of way.

Discussion ensues.

Motion to approve Resolution 2015-045 made by Mayor Pro-Tem P. Boyer. Second was made by Mayor G. Gomez.

Motion passes with a vote of 5-0-0.

B. TCAG report

T. McCurdy Public Works Manager with Quad Knopf presenting supplemental agreements for each project via Power Point.

11.11 Fire Department – Storm Preparedness Plan

City Manager J. Jansons – introduces Fire Chief J. Crivello to present.

Fire Chief J. Crivello presenting – The Storm Preparedness Plan deals with 3 phases as shown in our Power Point.

Discussion ensues.

Mayor Pro-Tem P. Boyer inquired about small bank repairs. Can this be put this on for a future agenda item if it isn't too expensive?

City Manager J. Jansons commented – we will put together a short list of banking areas that need rebuilding. We are going to have some simple fixes that are often identified through the course of our work that we can just fix.

A motion to approve the Storm Preparedness Response was made by Councilmember L. Benavides. Second was made by Councilmember M. Sisk.

Motion passes with a of 5-0-0 vote.

12. Council Reports:

12.1 Mayor and City Councilmember Reports

Councilmember L. Benavides commented – the Air Quality Control City Selection Committee is missing on the Organizations and Committees sheet, Mayor is the alternate

Councilmember L. Benavides commented about his meetings this month. The 31st was an awesome time at our church with the city coming together, we gave away 1,000 prizes, we had to close the gate there were so many people. One good thing, we had no incidences at all. I appreciate Police Department's help and the City Manager bringing his little one by.

Mayor G. Gomez commented – two awards we received (passing them around). Thank you Tom McCurdy for putting in the word for Cameron Creek. Also, the City Manager and I went to Fresno for American Public Works Association (APWA), Central California Chapter meeting. Jill Mohler from Blaze and Associates was there helping to share about the grant writing process. Farmersville was well known and they were excited to speak about our experience. The next morning we were up in Fresno getting that award.

13. City Manager Report:

City Manager J. Jansons commented - welcome back Miss Maldonado our Honorary Youth Councilmember. Each department head took an hour out of their schedules to introduce themselves to her. Thank you for acclimating her as our new student representative to the City of Farmersville.

Thank you to our staff who participated in the Battle of the Badges and donating blood. The event goes until 8pm so maybe you can catch that on your way out tonight.

Patricia and I are working on the Delta Vector Control District Recruitment, identifying potential representatives, we will keep you posted on status.

We have teams from Mid Valley Recycle in the fields looking in the garbage and recycling cans, doing inspections if you will, seeing if people/neighbors are cross contaminating. Just wanted to give everyone a heads up so you don't think just anyone is rummaging through your trash.

SCE has contacted us, our new government representative is Mr. Rudy Gonzales. If you want his contact information please contact either me or Patricia.

The City of Farmersville will hold a small but successful Veterans Day Event at 10:30am on Wednesday, November 11, 2015. We are opening the church museum to ring the bell, at 11am, 11 times. I encourage you all to come out. A nice tribute to our Veterans.

I will be in Southern California this week at a City Manager Training, Friday-Sunday. Chief Krstic will be acting City Manager in my absence.

City Manager J. Jansons commented – just as a reminder, we only have one meeting scheduled for December on the 14th.

I will conclude by saying Thank you to all our Veteran's for their service and I wish everyone a great Thanksgiving holiday with your family and friends.

14. City Attorney Announcement of Closed Session (when scheduled)

15. Future Agenda Items

16. Adjourn to Closed Session or Adjourn to Next Meeting

8:35pm

17. Reconvene to "Report Out" of Closed Session and Adjournment

CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

Designated representatives: City Attorney, Name of employee organization: Teamsters Local 517 / Farmersville Fire Dept. Officers.

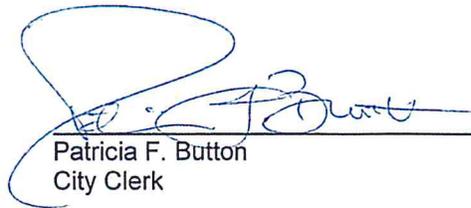
City's Labor Negotiator, Mike Farley, gave the Council an update on negotiations, with no reportable action.

ATTEST:

Gregorio Gomez
Mayor



Patricia F. Button
City Clerk



ATTACHMENT 6

The November 16, 2015 City Council Newsletter highlights progress on implementing the Storm Preparedness Plan including signage for Sand Bag stations throughout the City,

City Council Newsletter / Update #8
November 16, 2015

City Manager:

- Thank you to all who were able to attend our City Veteran's Day event. From the community support and participation we received in our first year, this certainly has the potential to grow in to an annual, signature event.
- We are moving forward with the Public Works Director's recommendation and I have authorized the hiring of a new Public Works maintenance worker. New employee is expected to start before the end of the calendar year.
- Mid Valley Disposal has invited you to their annual holiday luncheon on Thursday, December 10th from 12 Noon to 2 pm at the Harris Ranch Inn and Restaurant located at CA 198 and I-5 in Coalinga. Please confirm or RSVP to Patricia so she can reply with the list of Farmersville representatives attending.
- Staff is tentatively scheduling a meeting of the Recreation Committee in December to restart this City Standing committee.
- City Clerk to conduct a recruitment for a Delta Vector Control District representative and will bring forward nominations to the Council at future meeting.

Engineering:

- Waste Water Treatment Plant: Staff is currently incorporating both USDA and SRF required language in the contract documents and finalizing project bid documents.
- North Farmersville Widening: Quad Knopf will coordinate with Omni-Means to obtain a revised agreement to present to Council for consideration on December 14, 2015.
- Street and Drainage Improvements (Costner area): were approved by the Council on Sept 28th and the project was advertised on October 30th and bids are due on December 1.
- Sports Park: City has received Contract documents from MAC General Engineer and following execution of all documents, will issue a Notice to proceed as soon as possible.

Finance Department

- Field work for our audit completed on Friday 11/6/2015. The audit appears to have gone very well and it is reported to us by our auditors that they anticipate issuing an unmodified opinion (the highest opinion granted) and we should be without any

findings. This is outstanding and represents a lot of hard work by staff over the last couple of years to achieve this tremendous accomplishment.

- Finance Staff is in the final stages in the decision process for City banking transition. Once the decision has been made we can then move forward to the process of moving all revenue and expense processing to the new institution.

Fire Department

Personnel:

- The 6 new volunteer firefighters have begun their training academy which is being conducted 8 hours each day on weekends. The Chief and Company Officers have been putting in extra time along with several volunteer firefighters who have been dedicating many hours. The new recruits are receiving quality training to meet CalOSHA requirements. It is good to see all personnel welcoming the new members and coming together as a cohesive unit under leadership.
- Lieutenant Thomas is attending a 32 Hour Company Officer Command College this week in Fresno. It is being conducted by the Cal Chiefs Training Officers Section as one of many classes at the symposium held downtown each year.

In the Community:

- Several FFD members gave blood at the Battle of the Badges Blood Drive.
- Capt. Self, Firefighter Crivello and Recruit Firefighter Rangel staffed apparatus and attended the Memorial Bell Tolling Event on Veterans Day.
- Chief Crivello who is a Senior Instructor for State Fire Training was asked to assist with putting on a house burn for the City of Tulare Fire Department on Sunday. Volunteer Firefighter Brandon Saefong attended as a student along with other fire personnel from Kings, Tulare, and Fresno County fire agencies.

Operations:

- Fire Inspections of Business and Assembly Occupancies are continuing.
- The Safety training topic covered structural collapse rescue.
- Personnel have been busy purchasing the Volunteer Fire Assistance Act (VFA) grant funded pagers and other equipment.
- Chief Crivello attended the Tulare/Kings Counties Chief Association and Training Officers Association meetings last week.

Planning:

- Planning Commission meeting set for Wednesday November 18 at 6:00 pm.
- Planning staff attended the preview and training session for the Quad Knopf GIS system which will greatly improve our city wide information data base and improve customer service.

Police Department

- FPD has been notified that we have once again won the Battle of the Badges Blood Drive for small agencies with 41 donations (in the cold and rain). Sgt. Vasquez did a great job coordinating this event as well as Officers Barklow who supervised the Explorers for the event and Officer Mendez who provided his services as a DJ. It was a great team effort and we look forward to next year.
- The K9 Association had a successful fund raising event bringing in around \$3000. This combined with what they had in their K9 fund allows them to cover the cost of the purchase of a new narcotics detection dog and training for Officer Hettick. The new K9, an English Springer Spaniel, will begin training with Officer Hettick immediately and should be in service at our schools by January.
- Officers had Defensive Tactics Training last week. Training went well and is now part of the department's regular schedule of training taking place every other month. Range training takes place on the opposite months as well as other individualized training that is scheduled on an as needed and as available basis.

Public Works

- Red curb painting underway throughout the city. The majority of the neighborhood north of Walnut is completed.
- We have been working to remove tree branches restricting signage throughout the City. If anyone does locate a block sign, please contact our department.
- While we prepare for El Nino, we could not neglect our annual freeze protection of city water distribution system, including backflow prevention device, faucets, exposed water lines at our well sites, etc.
- Informational signs are on order for the Sand Bag Stations located throughout town to replace the temporary ones installed at the start of the program.
- Water Conservation results for October achieved a 30% reduction in usage. As we enter the winter months, conservation numbers are likely to decline due to rain, moisture retention and the lack of need to irrigate in cooler weather.
- **Another reminder:** watering is only to take place one day per week.
Odd numbered addresses – Saturday. Even numbered addresses - Sunday.

END

ATTACHMENT 7

The November 30, 2015 City Council Newsletter highlights on-going work to clear debris from creek-ways and specifically debris collected under bridges in the City,

City Council Newsletter / Update #9

November 30, 2015

City Manager:

- I hope everyone had a great Thanksgiving Holiday. I wish to thank the Farmersville Police Explorer Post #830 for hosting a terrific holiday meal for all City employees. Special thanks to Sgt. Ralph Vasquez for his guidance and leadership with the great young people in our community.
- Be sure to attend the Holiday Tree lighting ceremony on Friday, December 4th at 6:00pm. This annual event, produced by the Farmersville Kiwanis Club, unites Farmersville residents, families and visitors to get everyone into the holiday spirit. Special thanks to the Public Works Dept. for assisting with the tree decorations.
- Reminder: only one City Council meeting is scheduled for Dec. on the 14th. Second meeting may be held if City business matters dictate.
- Reminder: I will be out of the Office Dec. 14th through Dec. 18th. I will be out of the area Dec 12 through the Dec 20th and Police Chief Krstic will be Acting City Manager in my absence and will deliver the Dec. 14th City Council meeting.
- Tulare Kings Hispanic Chamber of Commerce Open House is this Thursday, Dec 3rd from 5 to 7 pm at 1100 West Main Street, Visalia. Check your email for an invitation.
- Mid Valley Disposal is hosting the 2015 recycling luncheon and you are invited! Check your e-mail for an invitation from Patricia and let us know if you plan to attend. Thursday, Dec 10, 12-2pm at Harris Ranch Inn Ballroom (CA198 and I-5).
- Oversight Board to the former dissolved Farmersville Redevelopment Agency (RDA) met on November 30 and approved submission of draft Long Range Property Management Plan (LRPMP) to the State of CA, Department of Finance for review. The LRPMP approval is one of the final steps in RDA dissolution leading up to a Finding of Completion.
- The City has issued a Press Release, posted notice to the website and to the new Facebook page regarding the pending Farmersville Blvd. Overpass/Bridge closure over CA Highway 198 beginning Dec 7, 2015. The closure is expected to run through March 31, 2016.
- I recently contacted Wal-Mart about their interest in Farmersville. While the real estate division representatives know us and our sites, they are not planning any

pursuit of development in our city for either a Supercenter or a Neighborhood Grocery. I will continue to check in periodically with them to see if their Tulare County expansion plans change in our favor.

- Staff is preparing a letter to go out to residents in the Sierra Woods sub-division north of Walnut (Mathew, Greg and June Streets) about homeowner's responsibility to maintain, prune and trim street trees. I have directed City crews to trim and prune as needed to reduce the amount of overgrown limbs that interfere with pedestrians, vehicles, fire trucks and service vehicles in the absence of residents either knowing their responsibilities or being willing to perform them. In future, residents may be cited for failure to abide by property maintenance standards codified by Farmersville Municipal Code 8.16.

Engineering:

- North Farmersville Widening: Quad Knopf will coordinate with Omni-Means to obtain a revised agreement to present to Council for consideration on December 14, 2015.
- Street and Drainage Improvements (Costner area): were approved by the Council on Sept 28th and the project was advertised on October 30th and bids are due on December 1.
- Sports Park: City has received Contract documents from MAC General Engineer and following execution of all documents, will issue a Notice to Proceed as soon as possible.

Finance Department:

- The Director of Finance has made a recommendation to the City Manager with regard to finding a new banking services provider.
- Finance staff is gearing up for several grants to start shortly. This includes but is not limited to:
 - The Urban Streams Restoration Program Grant,
 - The Water Energy Grant, and
 - The Cal-Fire Urban Forestry Grant.

The addition of these new projects will test Finance Department's capacity in handling all the invoicing and reporting for active and new projects that the City has underway.

- Credit Card payments taken by phone, website, and in person are now holding steady at about 6.5% of all users. This is right on target with expectations given

from the card processing vendor. This continues to be an additional payment option for our residents at no cost to the City and has also reduced billing issues in regard to bad checks written for utility payments.

Fire Department:

Volunteers:

- Volunteer Fire Company Holiday Potluck dinner is Monday, Dec. 7th at 6:00 p.m. at City Hall in the Council Chambers. All are welcome to attend, meet our volunteers and pass along your holiday thanks for all they do throughout the year in our community.

Personnel:

- The six new volunteer firefighters have completed their 40 hour training academy and are being issued pagers. A few more volunteer applications have been received too.
- Kyle Crivello was promoted to the position of Engineer after completing various pumping and ladder evolutions. Kyle has been in the fire service for three years and is state certified as a Firefighter I/II, and EMT. This process is a long one that includes state fire training courses in Emergency Vehicle and Pump Operations and a DMV test for the firefighter endorsement.
- Lieutenant Thomas and Engineer Crivello completed a 32 Hour Company Officer Command College last week in Fresno.

In the Community:

- The FFD will be delivering Santa Claus at the Christmas Tree Lighting ceremony. In addition Truck 83 will participate in the Exeter Parade the same night. The members look forward to these winter events.
- Chief Crivello attended the meeting of the Exeter Ambulance District last week. It appears that their financial condition has improved since terminating a contract and bringing management and billing back in house. The service level with 2 staffed ambulances is expected to be maintained.
- Chief Crivello has been asked to serve on a City of Visalia Battalion Chief Oral Interview Panel on November 30th.

Operations:

- Company Drill topic was handling 2 ½" hose lines (Dry Drills) 18 personnel attended.

Planning:

- Next Planning Commission meeting is Wednesday, December 16 at 6:00 pm with a Public Hearing scheduled for a Verizon cell tower project.
- Planning staff is working with a prospective business on Farmersville Blvd, to address Downtown Zoning requirements and compatibility for the proposed use which is currently prohibited (automotive repair).
- Planning staff also met with the owners of property along 900 W. Visalia Rd once slated for construction of a new church. The church project remains uncertain and representatives of the congregation were contacted by staff to discuss development options since they recently offered it for sale. Zoned commercial, the property has many potential uses, but no specific proposal has been presented yet.

Police Department

- Holiday weekend activity was light, but two significant incidents to report:
 - 1) Three guns were taken off the street after responding to a call of person shooting into the air Friday evening. No one was reported injured.
 - 2) One DUI arrest on Saturday night.

Public Works

- Red curb painting throughout the city is continuing as anticipated.
- In addition to red curb painting, crews have begun painting city-owned handicap parking stalls.
- **More Storm Preparedness: Public Works crews, along with the temporary workers from Proteus have begun cleaning Deep Creek canal. Starting focus is to clear out under the bridges removing the debris that could cause flooding.**
- New Public Works employee is scheduled to start December 7th.
- Public Works assisted in decorating the Holiday Tree at Veterans' Park for the Dec. 4th lighting.

**Another reminder: watering is only to take place one day per week.
Odd numbered addresses – Saturday. Even numbered addresses - Sunday.**

END

ATTACHMENT 8

The December 22, 2015 City Council Newsletter details on-gong effort to maintain storm drains, perform debris removal from creek-ways and emergency repairs of failing ditch/ creek-bank due to improper run off form adjacent property,

City Council Newsletter / Update #10

December 22, 2015

City Manager:

- Thanks to Chief Krstic for covering the December 14 Council meeting, which I understand went very well. If you wish to follow-up with me on any of those items, please let me know and I will contact you to discuss.
- The City of Farmersville staff Christmas luncheon is Wednesday, December 23 at 12:00 noon. You are warmly welcome to drop by and share in our celebration of the holidays.
- As you know, a special Oversight Board meeting is scheduled for Monday, December 28 to consider revisions to the draft long range property management plan submitted to the State of CA Dept. of Finance. DOF preliminary response to our plan is to allow the properties on Front Street (historic church museum, event center and fire station property) to be transferred to the City for continued public purpose use, while they are leaning toward ordering the sale of the property adjacent to the bus stop pull out on Visalia Road with the eventual proceeds to be returned to the County for distribution to the taxing entities. More on this situation soon as it evolves.
- Council member Matt Sisk, submitted his resignation from the **Planning Commission** as the City Council liaison. At the January 11, 2016 City Council meeting, City Council may choose to appoint a new Councilmember to serve on the Planning Commission and serve as Council liaison and/ or authorize recruitment of new Planning Commission member(s).
- Oversight Board to the former dissolved Farmersville Redevelopment Agency (RDA) met on November 30 and approved submission of draft Long Range Property Management Plan (LRPMP) to the State of CA, Department of Finance for review. The LRPMP approval is one of the final steps in RDA dissolution leading up to a Finding of Completion.
- Staff has learned that the Farmersville Unified School District Board has placed the Superintendent on administrative leave. No details regarding this action have been released as it pertains to a confidential personnel matter. Should staff obtain more information, we will update the Council accordingly.

Engineering:

- North Farmersville Widening: Quad Knopf will coordinate with Omni-Means to obtain a revised agreement to present to Council for consideration in January.

- Sports Park: City anticipates construction to begin the week of January 3rd.
- Quad staff has assisted the City with application for a new street sweeper truck to replace our old obsolete unit.

Fire Department:

Personnel:

- Vol. FF Santiago Ramos has begun working at the fire department as a Proteus Drought Relief employee. Santiago (Formerly of Farmersville) is actually an out of work Farm worker. Hard times necessitated relocating to Visalia and moving in with family. Santiago is a hard worker and is interested in making emergency services a career. He graduated from the COS Fire Academy last June and has just completed the Emergency Medical Technician course. The fire department is excited to continue to utilize these jobs programs to boost staffing for emergencies during volunteer lean working hours and benefit the city, its residents and the program participants themselves.
- The Farmersville Volunteer Fire Company held its December Business meeting and Christmas potluck on December 7th. A new slate of officers was elected for 2016. Ruben Farias, President. Dereck Marquez, Vice President, Cathy Blewster, Secretary. Chasen Hayashi, Treasurer, and Bart Buhlert, Sgt. at Arms.
- Vol. Lieutenant Doug Stewart was recognized as a Certified Chief Officer by the State Board of Fire Services. This distinction comes from completing 10 one week State Fire Marshal command and management courses in addition to having a relevant college degree and meeting experience requirements. This is the next level above certified fire officer which also required 10 weeks of courses above certified firefighter.

In the Community:

- Department members participated in the Christmas Tree Lighting ceremony on the 4th with a grand turnout of 20 personnel. In addition that same night 5 members were in the Exeter Parade on the FFD Ladder Truck. It is good to see all career and volunteer personnel attending such events and working together irrespective of on or off duty status.
- Several FFD members assisted with the Kiwanis Holiday Food Distribution event at Hester School on the 11th and 12th.
- Vol. Firefighter Mike Farias was recognized as Firefighter of the Year at the PTO Christmas Tree Auction. Several personnel attended in support of Mike and his 14 years of service to our community.

Operations:

- Fire & Life Safety Inspections of Business and Assembly Occupancies are continuing.
- Personnel attended and witnessed Fire Drills at Freedom Elementary School and the Farmersville Child Care Center.
- Chief Crivello hosted the Tulare/Kings Counties Chief Association meeting last week. We provided Subway sandwiches that everyone enjoyed. Chief Doug Mc Bee from the Visalia Fire Dept. will be the President for next year.

Planning:

- Next Planning Commission meeting is Wednesday, January 20 at 6:00 pm.
- City Staff recently approve plans for an investment in solar panel covered carports for Family Health Care Network at their Farmersville Blvd Offices.

Police Department

- Police Explorers and Dept. staff have once again assisted local needy families with their “secret Santa” program.
- The Dept. reports an arrest for drug sales occurring in one of the local bars/nightclubs by bar employees. PD will refer this on to the DA and State ABC, which may result in conviction and /or license suspension or revocation.

Public Works

- The Water Board is proposing that the existing 25% conservation standard, with very minor changes, be extended into the fall of 2016. The League and its member cities may provide comments before Jan 6th.
- PW assisted O’Riley’ Auto Parts with a drainage issue which has undermined the People’s Ditch bank/ levee adjacent to their store. O’Riley’s will cooperate with Peoples Ditch to correct their site drainage and to repair the creek bank.
- Work is finished cleaning the inside of deep creek canal. The Dept. filled three 40 yard dumpsters with debris from the canal.
- Juan Gomez the newest employee in Public Works staff began work on Dec 7th.
- Leaves are a big problem this time of the year. With the help of all the Proteus workers, we keeping up with this seasonal demand on our crews.
- Also with the help of the Proteus workers, we have begun working on cleaning the alleyways throughout the City. If you know of an area that needs attention, please let us know.

END

ATTACHMENT 9

The City prepared and distributed and publicized “Flood Safety Tips” information sheet to emphasis hazard mitigation, and El Nino preparedness.

City of Farmersville

Flood safety and cleanup tips

In response to flash flooding predicted for the area, the nonprofit Federal Alliance for Safe Homes ([FLASH](#))[®] offers the following flood safety and cleanup tips for families.

1. Avoid flooded areas or those with rapid water flow. **Do not** attempt to cross a flowing stream. It takes only six inches of fast flowing water to sweep you off your feet.
2. Don't allow children to play near high water, storm drains or ditches. Hidden dangers could lie beneath the water.
3. Flooded roads could have significant damage hidden by floodwaters. Remember, ["Turn Around, Don't Drown!"](#) **Never drive through floodwaters or on flooded roads.** Water only two feet deep can float away most automobiles.
4. Do not camp or park your vehicle along streams and washes, particularly when threatening conditions exist.
5. Be especially cautious at night when it is harder to see flooded roads.



After the Flood: Structural Considerations

6. Outside
 - Check for building stability before entry – sticking doors at the top may indicate a ceiling at risk of collapse.
 - Check foundation for any loose or missing blocks, bricks, stones or mortar.
7. Inside
 - Assess stability of plaster and drywall – any bulging or swelling ceilings indicate damage that should be removed. Press upward on drywall ceilings. If nail heads appear, drywall will need to be re-nailed but can be saved.

- To prevent warping of wooden doors, remove, and disinfect all knobs and hardware, and lay flat and allow to air dry completely.
- Remove wet drywall and insulation well above the high water mark.

After the Flood: Insurance Tips

8. Take extensive photos and video for insurance claims. Only flood insurance typically covers damage from floods.
9. Remove damaged items from the home. If you need evidence of damage, save swatches (carpet, curtains, etc.) for your insurance adjuster

After the Flood: [Mold](#) & General Clean Up

10. Wash and disinfect all surfaces, including cupboard interiors with a solution of 1/2 cup bleach to two gallons of water. Remove sliding doors and windows before cleaning and disinfect the sliders and the tracks.
11. Clean and disinfect concrete surfaces using a mixture of TSP (trisodium phosphate) and water. Mix according to manufacturer's directions and apply to entire surface.
12. Liquid cleaners can remove mud, silt, and greasy deposits. Liquid detergents work on washable textiles. Use diluted bleach if item is safe for bleach.
13. The [National Archives](#) has information on how to clean up your family treasures. Although it may be difficult to throw certain items away, especially those with sentimental value, experts recommend that if you can't clean it, you should dispose of it, especially if it has come into contact with water that may contain sewage

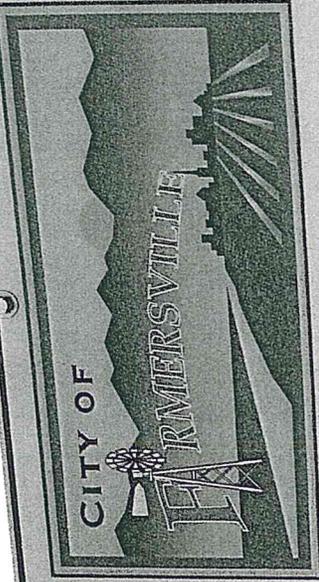
After the Flood: Home air quality considerations and mold prevention

14. Clean and disinfect heating, air conditioning, and ventilation ducts before use to avoid spread of airborne germs and mold spores.
15. Use fans and allow in sunlight to dry out interior spaces.
16. To avoid growth of microorganisms, household items should be dried completely before they are brought back in the house. Although the drying process can take a long time, homeowners should be patient because it is necessary to keep a home's air quality healthy. Some household items may take longer than others to dry, such as upholstered furniture and carpets.
17. Remove wallpaper and coverings that came into contact with floodwaters. Don't repaint or repair until drying is complete and humidity levels in the home have dropped.

To learn more about how much flooding can cost you check out this [cost of flooding tool](#) provided by FloodSmart. For information on floodproofing your home, visit [FLASH](#) or [FEMA](#).

ATTACHMENT 10

Staff used the City Website, Facebook page, and public literature rack(s) to highlight and disseminate information about Flood Safety, Storm Preparedness, and Sand Bag Filling Stations in both English and Spanish.



**FOR EMERGENCY USE ONLY
SAND BAG FILLING STATION**

For Sand Bags, Contact:
City of Farmersville
Public Works Department

**SÓLO PARA USO DE EMERGENCIA
ESTACIÓN PARA LLENAR SACOS
DE ARENA**

Para sacos Contacte:
El Departamento de Obras Publicas
de la Ciudad de Farmersville

(559) 747-3330



CITY OF FARMERSVILLE

**FOR EMERGENCY USE ONLY
SAND BAG FILLING STATION**
For Sand Bags, Contact:
City of Farmersville
Public Works Department

**SÓLO PARA USO DE EMERGENCIA
ESTACIÓN PARA LLENAR SACOS
DE ARENA**

Para sacos Contacto:
El Departamento de Obras Públicas
de la Ciudad de Farmersville
(559) 747-3330

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