



FARMERSVILLE CITY COUNCIL

MEETING AGENDA

February 23, 2026 6:00 PM
City Hall, 909 W. Visalia Rd.
Farmersville, California 93223

Mayor
Tina Hernandez
Mayor Pro Tem
Araceli Ochoa
Council Members
Gregorio Gomez
Paul Boyer
Danny Valdavinosa

Pending no technical difficulties, the City Council meeting will also be streamed (for observation only) via Zoom and accessed as follows:
Please dial 1-669-900-6833
Meeting ID: 815 5679 6157
Password: 063834

Notice is hereby given that the Farmersville City Council will hold a Regular Meeting on Monday, February 23, 2026 at 6:00 p.m. in person at City Hall located at 909 W. Visalia Rd. in Farmersville California, 93223.

Staff Reports related to items on the agenda are available on the City's website at <https://www.cityoffarmersville-ca.gov/> and available for viewing at City Hall.

A. CALL TO ORDER SESSION REGULAR COUNCIL MEETING

B. ROLL CALL

C. INVOCATION

Presented by Mayor Hernandez

D. PLEDGE OF ALLEGIANCE

Led by Mayor Hernandez

E. APPROVAL OF AGENDA

F. PUBLIC COMMENTS

The public is invited to comment on any subject under the jurisdiction of the Farmersville City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to two (2) minutes per person, with twenty (20) minutes for the total comment period, unless otherwise indicated by the Mayor.

The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

G. SPECIAL PRESENTATIONS

1. Proclamation – Ricardo Maldonado

2. Introduction of New Contract City Planner – Derek Chambers
3. GRID Alternatives Presentation

H. CONSENT CALENDAR

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of February 9, 2026, regular meeting minutes
2. Approval of Fourth Amendment to Agreement with Hinderliter de Llamas & Associates for Cannabis Management Services
3. Approval of Lease Agreement with the County of Tulare to Operate a Public Library at 623 N. Avery Avenue
4. Approval of City Support for AB 1786 (Best Value Contracting) and Authorization for Mayor to Sign Letter
5. Approval of Sub Agreement with ActVnet / Farmersville Unified School District
6. Adoption of Job Description – Program Assistant – Senior Center (Part-Time)

I. ACTION ITEMS

Comments related to Action and Public Hearing Items are limited to two (2) minutes per speaker, for a maximum of 20 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. Amendment to Final Costs of 2025 Street Improvements Project
2. Measure R Citizens Oversight Committee – Authorization to Advertise Vacancy
3. Adoption of Resolution 2026-005 Authorizing Contract Award for HOME Administrative Subcontractor Services for the Gardenia Courtyards Senior Apartments Project
4. Adoption of Resolution 2026-004 Amending the Handbook of Rules and Procedures of the Farmersville City Council regarding the Inclusion of the Mayor and City Manager in Third-Party Communications

J. PUBLIC HEARINGS

1. Introduce and conduct first reading, waive reading in full, Chapter 9.04, adopting a update of the Farmersville Noise Ordinance
2. Adoption of Resolution No. 2026-002 Authorizing Submission of an Application for 2025 Community Development Block Grant (CDBG) Funding

K. DISCUSSION ITEMS

1. Discussion and Direction Regarding Environmental Safety Guidelines for the City of Farmersville

L. COUNCIL REPORTS

M. CITY MANAGER/DEPARTMENT COMMUNICATIONS

N. GENERAL BUSINESS

Council members may raise issues, request future agenda items, or provide comments regarding City business.

O. FUTURE AGENDA ITEMS

Description	Responsible Party	Agenda Date
Senior Housing-Gardenia Apts.	City Manager	TBD
Sewer DIF	City Manager	TBD
Sign Ordinance	Fire Chief	TBD
Potential Solar Project	City Manager	TBD
Potential AI Solutions	City Manager	TBD
Cannabis Revenues	Finance Director	TBD
Incentives for Commercial Development	City Manager	TBD
City Representation on Committees – Water Blueprint for the San Joaquin Valley and San Joaquin Valley Collaborative Action Program	City Manager	TBD

P. EXECUTIVE (CLOSED) SESSION

None

Q. REGULAR MEETING ADJOURNMENT

State of California)
County of Tulare) ss.
City of Farmersville)

I declare under penalty of perjury that I am employed by the City of Farmersville, in the City Manager's Office; and that I posted this Agenda on the bulletin board outside of City Hall, 909 W. Visalia Rd. Farmersville, CA 93223 on Feb 20, 2026 and online on the City of Farmersville website: <https://www.cityoffarmersville-ca.gov/>.

Rochelle Giovani , City Clerk

In compliance with the Americans with Disabilities Act, and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the City Clerk (559)747-

0458. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet. (28 CFR 35.102-35.104 ADA Title II).

Materials related to an item on this Agenda submitted to the legislative body after distribution of the agenda packet are available for public inspection at Farmersville City Hall, 909 W. Visalia Rd., Farmersville CA 93223 during normal business hours.



FARMERSVILLE CITY COUNCIL

MEETING AGENDA

February 9, 2026 6:00 PM
City Hall, 909 W. Visalia Rd.
Farmersville, California 93223

Mayor
Tina Hernandez
Mayor Pro Tem
Araceli Ochoa
Council Members
Gregorio Gomez
Paul Boyer
Danny Valdavinovos

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Please dial 1-669-900-6833
Meeting ID: 812 3164 3066
Password: 689312

Notice is hereby given that the Farmersville City Council will hold a Regular Meeting on Monday, February 9, 2026 at 6:00 p.m. in person at City Hall located at 909 W. Visalia Rd. in Farmersville California, 93223.

Staff Reports related to items on the agenda are available on the City's website at <https://www.cityoffarmersville-ca.gov/> and available for viewing at City Hall.

A. CALL TO ORDER SESSION REGULAR COUNCIL MEETING 6:00 pm

B. ROLL CALL *Mayor Tina Hernandez*
Mayor Pro Tem Araceli Ochoa
Councilmember Greg Gomez
Councilmember Paul Boyer
Councilmember Danny Valdavinovos

C. INVOCATION
Presented by Mayor Hernandez

D. PLEDGE OF ALLEGIANCE
Led by Mayor Hernandez

E. APPROVAL OF AGENDA
Council Action: *It was motioned by Councilmember Boyer, seconded by Councilmember Valdovinos and approved with a 5-0 vote.*

F. PUBLIC COMMENTS
The public is invited to comment on any subject under the jurisdiction of the Farmersville City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to two (2) minutes per person, with twenty (20) minutes for the total comment period, unless otherwise indicated by the Mayor.

The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

None

G. SPECIAL PRESENTATIONS

1. Proclamation - Ricardo Maldonado
2. Proclamation - Team KO
3. Introduction of New Employee - Nicole Little
4. GRID Alternatives Presentation

The proclamation for Ricardo Maldonado was tabled, as was the GRID Alternatives presentation. Mayor Tina Hernandez presented proclamations to Team KO and several of its members in recognition of their hard work and efforts. Finance Director Anthony Loza introduced new employee Nicole Little.

H. CONSENT CALENDAR

Items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

1. Approval of January 26, 2026, regular meeting minutes.
2. Approval of Monthly Investment Report November and December 2025.
3. Waive the Second Reading and Adopt Ordinance No. 536 - A comprehensive update of the Farmersville Zoning Ordinance.
4. Approval and Adoption of Resolution No. 2026-001, A Resolution for the Fiscal Year 2025-26 Transportation Development Act Claim by the City of Farmersville and Concurrence to a Claim by City of Visalia, Tulare County Regional Transit Agency, and Tulare County Association of Governments (TCAG).

Council Action: *It was motioned by Councilmember Gomez, seconded by Councilmember Valdovinos and approved with a 5-0 vote.*

I. ACTION ITEMS

Comments related to Action and Public Hearing Items are limited to two (2) minutes per speaker, for a maximum of 20 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

None

J. PUBLIC HEARINGS

1. Adoption of Resolution No. 2026-002 Authorizing Submission of an Application for 2025 Community Development Block Grant (CDBG) Funding.

2.

Mayor Tina Hernandez opened the public hearing at 6:38 pm and closed it at 6:38 pm.

City Manager Daymon Qualls reviewed and discussed the application for CDBG funding. Craig Chew of Self-Help Enterprises was present to answer questions. Following the discussion, the City Council directed staff to return the item to February 23, 2026, Council meeting and allocated \$750,000 to the Homebuyer Assistance Program and \$750,000 to the Housing Rehabilitation Program.

Council Action: *A motion was made by Councilmember Gomez to bring the item back to February 23, 2026, Council meeting with corrections. The motion was seconded by Councilmember Valdovinos and approved by a 5-0 vote.*

3. Adoption of Resolution No. 2026-003 Authorizing the Submission of a Five-Year Plan Amendment Application, and Acceptance and Appropriation of Permanent Local Housing Allocation (PLHA) Grant Funds from the State of California for Year 4 (2022) and Year 5 (2023).

Mayor Tina Hernandez opened the public hearing at 6:45 pm and closed it at 6:45 pm.

Council Action: *It was motioned by Councilmember Gomez, seconded by Councilmember Valdovinos and approved with a 5-0 vote.*

K. DISCUSSION ITEMS

1. Discussion and Direction on Proposed Farmers Market in the City of Farmersville.

The Farmersville Market will be held at The Ugly Company. The applicant operating the market will be required to pay a weekly permit fee of \$85. All participating vendors must apply for and obtain a business license with the City of Farmersville prior to conducting business.

The Council would like to have the ordinance for events and permits added to a future agenda for review.

2. FEMA Update - Information on Letter of Map Revision (LOMR).

City Engineer Elsa Mejia provided a brief presentation and answered questions from the City Council.

3. Discussion of Estimated City Staffing and Resource Costs for Community Events.

Finance Director Anthony Loza provided a brief presentation and answered questions from the City Council.

L. COUNCIL REPORTS

Councilmembers reported on recent events and activities. Comments were informational only, and no action was taken.

M. CITY MANAGER/DEPARTMENT COMMUNICATIONS

The City Manager reported on recent events and discussed items of interest. Comments were informational only, and no action was taken.

N. GENERAL BUSINESS

Council members may raise issues, request future agenda items, or provide comments regarding City business.

Councilmember Gomez requested that the City Manager provide a scorecard for the City's cannabis businesses, along with a list detailing how the associated funds are being used.

O. FUTURE AGENDA ITEMS

Description	Responsible Party	Agenda Date
Senior Housing-Gardenia Apts.	City Manager	TBD
Sewer DIF	City Manager	TBD
Homelessness Fire Hazard	City Manager	TBD
Environmental Safety Guidelines	City Manager	TBD
Sign Ordinance	Fire Chief	TBD
Potential Solar Project	City Manager	TBD
Potential AI Solutions	City Manager	TBD

Mayor Hernandez adjourned the meeting to closed session at 8:27 pm.

P. EXECUTIVE (CLOSED) SESSION

1. Conference with Legal Counsel - Anticipated Litigation
(Gov. Code 54956.9(d)(2) - Significant exposure to litigation.
Number of cases: 1

Mayor Hernandez reconveyed to open session at 9:19 pm and adjourned the council meeting at 9:19 pm with nothing to report.

Q. REGULAR MEETING ADJOURNMENT

State of California)
County of Tulare) ss.
City of Farmersville)

I declare under penalty of perjury that I am employed by the City of Farmersville, in the City Manager's Office; and that I posted this Agenda on the bulletin board outside of City Hall, 909 W. Visalia Rd. Farmersville, CA 93223 on Feb 6, 2026 and online on the City of Farmersville website: <https://www.cityoffarmersville-ca.gov/>.

Rochelle Giovani , City Clerk

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STAFF REPORT

Item #: 2
Consent

TO: Farmersville City Council
MEETING DATE: February 23, 2026

DEPARTMENT: Police Dept.

FROM: Jay Brock, Chief of Police

AGENDA TITLE: Authorize the City Manager to Execute 4th Amendment with HDL Companies for Cannabis Management Services

ACTION & RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute amendment #4 with HDL Companies for continued cannabis management services.

BACKGROUND | ANALYSIS

Since the opening of cannabis dispensaries in the City of Farmersville, the City has used the services of HDL Companies for annual revenue audits, compliance inspections, supplemental background checks, and technical assistance as well as their subject matter expertise related to cannabis operations.

As the dispensaries hire employees and managers they are required to do background checks. By HDL Companies doing these background checks it is a significant savings of Farmersville employee staff time. It also ensures that those employees hired meet the state requirements.

HDL Companies services ensure that the City of Farmersville remains compliant with all state cannabis laws and regulations as well as ensuring quality control to protect the health and safety of our residents. In addition, the financial audits are done to confirm that all financial transactions are legal and that proper taxes are paid to the City and the State.

FISCAL IMPACT

The annual cost of services unit this Fourth Amendment is not to exceed \$57,000. All City costs may be fully recoverable from applicants or permittees.

ATTACHMENTS

1. HDL Contract
2. HDL Contract Amendment #4

Reviewed/Approved: 

EXHIBIT A SCOPE OF SERVICES

Objective 1: Annual Revenue Audits

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City of Farmersville during the review period and will recommend a tax adjustment should the audit reveal any variances in reported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary methodology, which was developed to specifically address the unique challenges associated with auditing the cannabis industry. Our methodology allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business.

The full annual audit shall include:

- Review Point-of-Sale (POS) and/or accounting system reports
- Review inventory system (subject to METRC data)
- Analyze and compare POS/accounting data with other available data sources, including:
 - City cannabis tax returns
 - State tax returns
 - Federal tax returns
 - METRC sales and inventory data
 - CDTFA data
 - Bank statements
 - Sales receipts
 - Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square

footage audits may also consider documented findings from inspections by the City, DCC or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond to the report or provide supplemental information to address any disagreement with the findings. HdL will review any additional documentation provided by the business and will adjust the tax/fee assessment as appropriate prior to issuing the final report to the City. Issuance of the final report constitutes completion of the audit.

The cost for this service assumes a standard 12-month review period. The cost for a longer term shall be increased per each additional 6-month period (2 fiscal quarters). Pricing available upon request. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include any review or revision to the audit after the final report has been issued to the City, nor does it include any assistance with collections or enforcement of audit findings, administrative appeals, litigation, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any such additional services requested by the City would subject to agreement by HdL and would be billed at HdL's standard hourly rate.

Objective 2: Compliance Inspections

HdL will conduct one or more on-site compliance inspections annually, as requested by the City of Farmersville, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Product safety

- Alarm system maintenance and safety
 - Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records
 - Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
 - All travel costs associated with the inspection, assuming a minimum of three inspections per day. If fewer than three inspections are requested, HdL will charge for travel based upon hourly rates, or a flat fee to be determined in consultation with City.
 - All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

Facilities greater than 30,000 square feet will be subject to an additional cost at HdL's hourly rate to account for the additional time involved in conducting inspections, documenting issues of non-compliance and preparing reports. HdL will notify the City in advance if additional hourly charges are necessary to complete the inspection.

Issuance of the inspection report constitutes completion of this service. The cost for this service does not include any follow-up re-inspection or review of any documents provided to address or contest any findings of non-compliance, nor does it include any assistance with administrative appeals, litigation, cannabis tax policy questions or guidance, or other services not directly associated with conducting the inspection. Any such additional services requested by the City would be subject to agreement by HdL and would be billed at HdL's standard hourly rate.

Objective 3: Supplemental Background Checks

HdL shall provide background checks of all owners, principals, managers and/or employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that may be required by the local ordinance. These considerations may include other felony or misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support

payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million datasets nationwide, including all of the following:

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
 - Personal information comparison
 - Address comparison
 - Employment comparison
 - Public records search

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	\$300	\$125
Annual renewal	\$125	\$100
Reissue lost or stolen badge	\$15	\$15
Renewals and background checks for employees include a lesser level of investigation. Prices valid as of the date of this proposal and subject to change without notice.		

Objective 4: Technical Assistance and Subject Matter Expertise

HdL will provide up to 40 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, research and analysis, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as mutually agreed to by the City and HdL. Any such assistance will be billed at HdL's standard hourly rate. These additional hours may also be used to provide any other standard cannabis services that HdL offers, which will be billed at the standard rate for that service.

EXHIBIT B COST SCHEDULE

This proposal does not include any additional services that are not specifically enumerated herein. The proposal assumes that HdL will not be a part of any enforcement action, appeal, arbitration, or civil litigation resulting from the findings of an inspection and/or audit. Any such additional reports, documentation or assistance that may be required would be in addition to the costs shown in the table below and shall be billed at HdL's hourly rate. This includes assistance with administrative hearings and/or civil litigation involving cannabis applicants or licensees.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the initial term of the agreement, with extensions subject to mutually agreeable pricing.

Scope of Service Objectives	Estimated Cost
Objective 1: Annual Revenue Audits Assumes standard 12-month review period	\$10,000 per audit
Objective 2: Compliance Inspections Two inspections per year, as requested by the City	\$2,500 per inspection
Objective 3: Supplemental Background Checks Cost paid directly to HdL by applicant	No charge to City
Objective 4: Technical Assistance and Subject Matter Expertise Up to 40 hours annually to be used as needed	\$12,000 ¹ (\$300 Hourly Rate)
Travel: As needed for site visits or in-person meetings	Hourly Rate ¹ Plus Expenses
TOTAL NOT TO EXCEED	\$57,000²
¹ Or at a flat rate to be determined in consultation with the City ² Assumes 3 businesses subject to Objectives 1 and 2; and 40 of technical assistance as needed in Objective 4 All City costs may be fully recoverable from applicants or permittees	

Prices Based on Hourly Rates

The prices in this proposal are calculated based on the hourly rates for each HdL staff member and the anticipated time involved. Any additional services requested by the client that are not specifically described in this proposal would be billed at HdL's standard hourly rate of \$300 per hour. HdL will not exceed the maximum estimated number of hours without first notifying the City and receiving written approval in advance.

Conflicts of Interest and Non-Disclosure

HdL Companies works for the benefit of public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting the work contemplated herein, or for administrative purposes as necessary.

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

Delays

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of client and business records and the timeliness of client and business personnel in providing information and responding to our requests. To assist with this process, HdL will provide itemized requests that identify the information clients and businesses will need to prepare and provide before and during our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit efforts, and/or untimely assistance by client and business personnel may result in an increase in our fees, billing our fees up front, and/or a delay in the completion of our engagement.

Cancellation Fee

In the event that the Client cancels any of the services described after that service has been initiated, HdL shall bill for time and expenses incurred up to that point. If a site visit or inspection is cancelled with less than 24 hours-notice, the service will be billed at the full cost.

Optional Services

Optional services are described here for information purposes, only. No additional services will be provided without the expressed mutual agreement of both parties.

**CITY OF FARMERSVILLE
FOURTH AMENDMENT TO
AGREEMENT FOR CANNABIS MANAGEMENT SERVICES**

1. PARTIES AND DATE.

This Fourth Amendment to the Agreement for Cannabis Management Services ("Fourth Amendment") is entered into on the _____ day of _____, 2026, by and between the CITY of FARMERSVILLE, organized under the laws of the State of California, ("CITY") and Hinderliter de Llamas and Associates, a California corporation ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Cannabis Management Services dated November 25, 2019 ("Agreement").

2.2 First Amendment. The Parties previously extended the expiration of the Agreement through November 24, 2023.

2.3 Second Amendment. The Parties previously extended the expiration of the Agreement through November 24, 2024 and updated the Exhibit A Scope of Services and Exhibit B Compensation.

2.4 Third Amendment. The Parties previously extended the expiration of the Agreement through February 14, 2026, and replace the existing Exhibit B Compensation in its entirety with a revised Exhibit B.

2.5 Fourth Amendment. The Parties now desire to amend the Agreement for ongoing consultation for Cannabis Services through February 14, 2027, and update the Scope of Work with the revised Exhibit B attached herein.

2.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fourth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF FARMERSVILLE

HINDERLITER DE LLAMAS & ASSOC.

By: _____
City Manager

By: _____
Gary Lott, COO



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 3
Consent

DEPARTMENT: City Manager
FROM: Daymon Qualls, City Manager
AGENDA TITLE: Lease Agreement with the County of Tulare to Operate a Public Library at 623 N. Avery Avenue

ACTION & RECOMMENDATION

Staff recommends that the City Council approve the Lease Agreement with the County of Tulare to operate a public library in portions of the building located at 623 N. Avery Avenue, subject to minor, non-substantive changes requested by the County of Tulare and approved by the City Attorney.

BACKGROUND | ANALYSIS

In February 2017, the City entered into a lease agreement with the County of Tulare for approximately 1,540 square feet of interior building space at 623 N. Avery Ave., commonly known as the Farmersville Community Center. That February 2017 lease provided that the County of Tulare had the option and right to renew the lease for two (2) additional three (3) year terms upon written notice to the City of an option to exercise the renewal. The County of Tulare exercised both options to extend the Lease term. On February 24, 2020, the City Council approved the First Amendment, which extended the term of the Lease through February 2023. Subsequently, in February 2023, the City Council approved the Second Amendment, which extended the term of the Lease through February 2026. The current Lease is set to expire on February 28, 2026.

The County of Tulare has indicated a desire to continue operating a public library at the Farmersville Community Center with an additional 243 square feet of storage space. The new Lease provides that, in total, the County of Tulare, will operate 1,783 square feet of the interior building for a public library. The new Lease provides the County of Tulare with the option and right to renew the Lease for two (2) additional three (3) year terms, provided the County of Tulare provides the City written notice to exercise the option. Under the new Lease, the City maintains responsibility for ongoing maintenance, preventative maintenance, repair and upkeep of the Premises including parking areas, sidewalks, grounds, building and improvements and equipment and fixtures attached thereto. The City is to bill the County of Tulare the pro-rated share of the monthly utility bills including, but not limited to, electricity, gas, water, sewer, and refuse/trash, which shall be limited to the percentage of the space within the building, 10.88%, occupied by the County of Tulare.

FISCAL IMPACT

The terms of the new Lease maintain the same rent structure as the initial Lease. The City will receive \$1 per year for use of the Premises from the County of Tulare to operate a public library.

ATTACHMENTS

1. Lease Agreement

Reviewed/Approved: 

LEASE AGREEMENT

This Lease ("Lease" or "Agreement") is entered into on _____, by and between the CITY OF FARMERSVILLE, referred to as "LESSOR" and the COUNTY OF TULARE, referred to as "LESSEE", who agree as follows:

1. **LEASE.** LESSOR leases to LESSEE, and LESSEE leases from LESSOR, a portion of the real property located at 623 N. Avery Ave., City of Farmersville, County of Tulare, State of California, consisting of approximately 1,783 square feet of interior building space (the "Premises") within an approximately 16,380 square foot building, commonly known as the Farmersville Community Center. LESSEE shall also have the non-exclusive use of the building's restrooms and parking area. A floor plan of the Premises is attached hereto as EXHIBIT A, and incorporated by this reference.
2. **TERM/OPTION TO RENEW.** The term of the Lease shall commence upon approval by the Tulare County Board of Supervisors (the "Effective Date") and shall expire three (3) years thereafter. LESSEE shall have the option and right to renew this Lease for two (2) additional three (3) year terms upon the same terms and conditions by serving a written notice to exercise the option to renew to LESSOR no later than ninety (90) days prior to the end of the term.
3. **RENT.** Except as otherwise provided herein, commencing on the first day of the first full month following the Effective Date, and on every anniversary date of the Effective Date thereafter, LESSEE shall pay to LESSOR as annual rent, without deduction, set off, prior notice, or demand, the sum of One Dollar (\$1.00).
4. **ACCEPTANCE.** On the Effective Date, the Premises shall be in good condition. LESSEE's taking possession of the premises on the Effective Date shall constitute LESSEE's acknowledgement that, to the best of its knowledge, the Premises are in good condition.
5. **USE.**
 - a. LESSEE shall have exclusive use of the Premises for the purposes of a Branch Library for public use. LESSEE and LESSOR have formed a strategic partnership where: (a) LESSOR will provide the location and space within the City of Farmersville for a public library and (b) LESSEE will provide the appropriate staffing funded by a Community Development Block Grant ("CDBG") secured by LESSOR.
 - b. Notwithstanding paragraph (a) of this Section 5, LESSOR shall have access to and use of the Premises for City-sponsored events at times when LESSEE is not using or operating the Premises as a public library, subject to LESSEE's consent, which consent shall not be unreasonably withheld or delayed. LESSOR will be liable for any damage or loss to LESSEE's property caused by the negligence of LESSOR during said events. LESSOR will be liable for any personal injuries

sustained during said events by attendees which take place in or around the Premises. In any month in which special arrangements of LESSOR result in significantly higher operational costs not budgeted by LESSEE, LESSOR will be required to pay such costs, provided that LESSEE provides prior written notice thereof to LESSOR no later than the end of the next calendar month following said higher operational cost.

- c. LESSEE shall not use the Premises in any manner that will constitute waste or a nuisance.

6. MAINTENANCE.

- a. LESSOR shall provide, at LESSOR's sole cost and expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include foundations, bearing and exterior walls, subflooring, and roof;

- ii. The exposes and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

- iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;

- iv. Heating, ventilating, and air-conditioning systems ("HVAC") servicing the Premises:

- 1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.

- 2. Inspections and maintenance of the HVAC system shall be documented in writing. LESSOR shall record the name of the individual(s) inspecting and/or maintaining the HVAC system, the date of any inspections and maintenance, and the specific findings and action taken. LESSOR shall ensure that the records are kept for at least five (5) years.

- v. Light fixtures and replacement bulbs;

- vi. Pest control; and

- vii. Upkeep of outdoor areas, including lawns and other landscaping.

- b. LESSOR shall be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the premises parking areas during the term of the lease, at no cost to LESSEE, including codes requiring fire extinguishers or other fire suppression equipment and related signage.

- c. During an emergency, LESSEE shall take immediate steps to protect persons, property and the Premises. In the event that any condition(s) existing on the Premises poses an imminent risk of danger to persons, property or the Premises, LESSEE shall take reasonable steps to notify persons at risk, require library patrons to leave the Premises if necessary to avoid personal injury and notify LESSOR immediately.
 - d. Except for cases of emergency, LESSOR shall make all repairs LESSOR deems necessary as soon as is possible. In the event LESSOR has not made a repair referred to in a written notice from LESSEE to LESSOR within thirty (30) days after date of notice, LESSEE will have the right to repair or contract to repair and be reimbursed by LESSOR provided that total repair cost incurred for that month will not exceed one thousand U.S. dollars (\$1,000 USD). If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE shall have the right to institute a civil action to recover costs for repair.
7. **ALTERATIONS.** LESSEE shall not make any structural or exterior alterations to the Premises without LESSOR's consent, which consent shall not be unreasonably withheld or delayed; however, LESSEE shall have the right without cost to LESSOR to make, with LESSOR's consent, nonstructural alterations to the interior of the premises that LESSEE requires in order to conduct operations on the Premises.

Upon termination of this Lease, if LESSEE is not then in default of any of the provisions of this Lease, LESSEE shall have the right to remove from the Premises immediately before the termination of the tenancy, or within ten (10) days thereafter, any alterations LESSEE has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and LESSEE, at its cost, promptly restores any damage caused by such removal.

8. **PREVAILING WAGE AND OTHER LABOR LAWS.** LESSOR and LESSEE acknowledge that any deferred maintenance and potentially any subsequent alterations made to the Premises under the terms of this Lease are subject to such prevailing wage, apprenticeship and antidiscrimination provisions of the Labor Code as are applicable to public works projects contracted for by LESSEE, including Labor Code section 1771. When required by law, LESSOR and LESSEE will require all contractors and subcontractors who complete such work contracted by them to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by LESSEE, LESSOR and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, and when required by applicable statutes, LESSOR's and LESSEE's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records

with respect to the funds expended on such work, and will require that the contractor(s) and subcontractor(s) provide access to the Tulare County Auditor and to the State of California auditors, and to their agents and representatives of the parties hereto, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Lease. LESSOR and LESSEE, as applicable, will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified and be readily accessible within each party hereto, upon request.

9. **ASSURANCES OF NON-DISCRIMINATION.** LESSOR and LESSEE will not discriminate in employment or the performance of the work or in the provision of services called for under this Lease on the basis of any characteristic or condition upon which discrimination is prohibited by local, state or federal law or regulation.
10. **MECHANIC'S LIENS.** LESSEE shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Lease. LESSEE shall keep the building, other improvements, and land on which the Premises are located, free and clear of all mechanic's liens or stop notices resulting from construction done by or for LESSEE.
11. **UTILITIES.**
 - a. LESSOR shall bill LESSEE the pro-rated share of the monthly utility bills including, but not limited to, electricity, gas, water, sewer and refuse/trash. All charges shall be limited to the percentage of space within the building, 10.88%, occupied by LESSEE. LESSEE shall reimburse LESSOR for its pro-rated share within thirty (30) calendar days of receipt of the bill.
 - b. LESSOR shall furnish and provide LESSEE with internet access capable of supporting LESSEE's connection to its online library resources for staff and the public at no cost to LESSEE.
 - c. LESSEE shall furnish, at its own expense, all janitorial services for the Premises. LESSEE shall arrange for the installation of any and all telephones it shall require, and shall pay for any and all charges relating thereto.
12. **INDEMNITY.** To the fullest extent permitted by law, LESSEE will hold harmless, defend and indemnify LESSOR and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages or losses and expenses for injury, including without limitation, the death of any person or damage to any property, resulting from the negligent or intentionally wrongful acts or omissions of LESSEE or LESSEE's officers, agents, employees and contractors with respect to the Premises. LESSEE's obligation will continue beyond the expiration or termination of this Lease as to any act or omission which occurred during the term of this Lease or any renewal hereof.

To the fullest extent permitted by law, LESSOR will hold harmless, defend and indemnify LESSEE and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury,

including without limitation, the death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LESSOR, or under other applicable statute or ordinance; or resulting from LESSOR's or LESSOR's agents', employees', or contractors' negligent or intentionally wrongful acts or omissions with respect to the Premises. LESSOR's obligation will continue beyond the expiration or termination of this Lease as to any act or omission which occurred during the term of this Lease or any renewal hereof.

13. INSURANCE.

- a. LESSEE – LESSOR acknowledges and agrees that LESSEE is a self-insured entity, and waives any requirement that LESSEE procure and/or maintain third-party insurance of any kind, including liability and/or fire/extended coverage insurance. During the term of this Lease, LESSEE must maintain the self-insurance coverages outlined within EXHIBIT B, attached hereto and incorporated herein by reference.
- b. LESSOR – LESSEE acknowledges and agrees that LESSOR is a self-insured public entity, and waives any requirement that LESSOR procure and/or maintain third-party insurance of any kind, including liability and/or fire/extended coverage insurance. During the term of this Lease, the LESSOR must maintain the self-insurance coverages outlined within EXHIBIT B.

14. DESTRUCTION. In the event the Premises is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for occupancy, in whole or in part, LESSOR shall begin to restore or repair the Premises within ninety (90) days from the date of such damage; provided, however, that if it should reasonably appear that LESSOR cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either party shall be entitled to terminate this Lease by giving the other party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

15. CONDEMNATION. If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

- a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking;
- b. If any portion of the of the Premises is taken by condemnation, the tenancy shall remain in effect, except that LESSEE may elect to terminate the tenancy by giving notice of the same to LESSOR within ten (10) days of the date of the taking.

16. ASSIGNMENT. LESSEE shall not assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, without the consent of LESSOR, which such consent shall not be unreasonably withheld or delayed.

17. DEFAULT. The occurrence of any of the following shall constitute a default by LESSEE:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to LESSEE;
- b. Abandonment and vacation of the Premises;
- c. Failure to perform any other provision of this Lease if the failure to perform is not cured within a reasonable time after notice has been given of the same to LESSEE;
- d. LESSEE engages in misconduct or allows circumstances to exist which, in the sole discretion of LESSOR, expose LESSOR to an unreasonable risk of liability or loss;
- e. Ceasing to use the Premises as a branch library for public use for more than thirty (30) consecutive days, except as provided in Paragraph 23.

Staffing of the public branch library is contingent upon approval of a Sub Recipient Agreement by both the LESSOR and LESSEE's respective legislative bodies.

Notices given under this Section 17 shall specify the alleged default and the applicable provisions of this Lease, and shall demand that LESSEE perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this Section 17 is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the parties shall have the remedies now or later allowed by law.

18. SIGNS. LESSEE may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. On the expiration or termination of this Lease, LESSOR may remove and destroy any items which were permitted to be installed in accordance with the terms of this Section 18.

19. LESSOR'S ENTRY ON PREMISES. LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to LESSEE, for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether LESSEE is complying with the obligations under this Lease;
- b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that LESSOR has the right and obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this Lease;

- d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.
20. **SURRENDER.** On expiration or other termination of the tenancy, LESSEE shall surrender the premises to LESSOR in the same good condition as received, ordinary wear and tear excepted. LESSEE shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.
21. **HOLDING OVER.** If LESSEE, with LESSOR's consent, remains in possession of the Premises after the expiration of the initial lease term or the renewal period, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, LESSEE shall pay all rent required by this Lease. All other provisions of this Lease shall apply to the month to-month tenancy.
22. **TERMINATION.** Either party may terminate this Lease for cause upon five (5) days' prior written notice to the other party. For purposes of this Section 22, "cause" shall be defined as the failure of either party to remedy any material breach of this Lease within thirty (30) days' written notice of the breach.
23. **REDUCTION OF LESSEE'S FUNDING.** LESSOR expressly understands and agrees that LESSEE is dependent upon certain Federal and/or State funding to pay the rent and associated operational costs provided in this Lease. If such Federal and/or State funding is discontinued and/or reduced, LESSEE and LESSOR shall each have the right to terminate this Lease. In either event, the terminating party shall provide the other party with at least ninety (90) days' prior written notice of termination.
24. **SUCCESSORS.** This Lease shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Lease.
25. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Lease shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

LESSEE:

Board of Supervisors
County of Tulare
 2800 W. Burrel
 Visalia, CA 93291

With a copy to:

Tulare County General Services
 Attn: Property Management
 5953 S. Mooney Boulevard
 Visalia, CA 93277

LESSOR:

City Manager
City of Farmersville
909 W Visalia Road
Farmersville, CA 93223

With a copy to:

Nicholas M. Matoian, City Attorney
Griswold, LaSalle, Cobb, Dowd & Gin
111 E 7th Street
Hanford, CA 93230

Notice shall be deemed communicated five (5) days from the time of mailing as provided in this Section 25.

26. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Lease will 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 will not be considered to be a waiver of any preceding breach of this Lease by the other party.
27. **EXHIBITS.** All Exhibits to this Lease all fully incorporated into and are integral parts of this Lease.
28. **INTEGRATION.** This instrument contains all the agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.
29. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Lease do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.
30. **GOVERNING LAW.** This Lease will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.
31. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
32. **INTERPRETATION.** This Lease reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
33. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Lease is subject to all applicable laws and regulations. If any provision of this Lease 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 will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Lease to either party is lost, the Lease may be terminated at the option of the affected party. In all other cases the remainder of this Lease will continue in full force and effect.
34. **AUTHORITY.** Each person executing this Lease on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it

purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Lease and perform all of its obligations hereunder.

35. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, and by electronic signature, all of which shall be considered one and the same agreement.
36. **ESTOPPEL CERTIFICATES.** Upon LESSOR'S request, LESSEE must execute and deliver to LESSOR, no later than ten (10) business days after LESSOR's request, an estoppel certificate, stating that, to the best of LESSEE's knowledge:
- a. This Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy modification documentation;
 - b. There is no outstanding default by LESSOR under this Lease, or identifying any default which exists; and
 - c. Such other matters as may be reasonably requested by LESSOR.

If LESSOR requests an estoppel certificate, and LESSEE does not respond within fifteen (15) business days, LESSEE shall be conclusively deemed to have delivered a certificate indicating that this Lease is unmodified and in full force and effect and that there is no outstanding default by LESSOR as of that date.

37. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which now exist or may hereafter be placed on or against the Premises or on or against LESSOR's interest or estate therein, all without the necessity of having further instruments executed by LESSEE to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of LESSEE hereunder be disturbed, if no lessee default then exists under this Lease, and LESSEE shall attorn to the person who acquires LESSOR's interest hereunder through any such mortgage or deed of trust. LESSEE agrees to execute, acknowledge, and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by LESSOR, but LESSEE's covenant to subordinate this Lease to mortgages or deeds of trust hereafter executed is conditioned upon each such mortgage or deed of trust, or a separate subordination agreement containing the commitments specified in the preceding sentence.

SIGNATURES FOLLOW ON NEXT PAGE.

NOW, THEREFORE, LESSEE and LESSOR, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

LESSEE

Tina Hernandez, Mayor

Amy Shuklian, Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST

ATTEST

Rochelle Giovani, City Clerk

Jason T. Britt
County Administrative Officer

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Nicholas M. Matoian, City Attorney

By: _____
County Counsel

Date: _____

Date: _____

EXHIBIT A

Tulare County Library

623 N. Avery Ave., Farmersville, CA

Floor Plan

1,783 square feet of internal building space ("Library" + "Stor." highlighted in green)

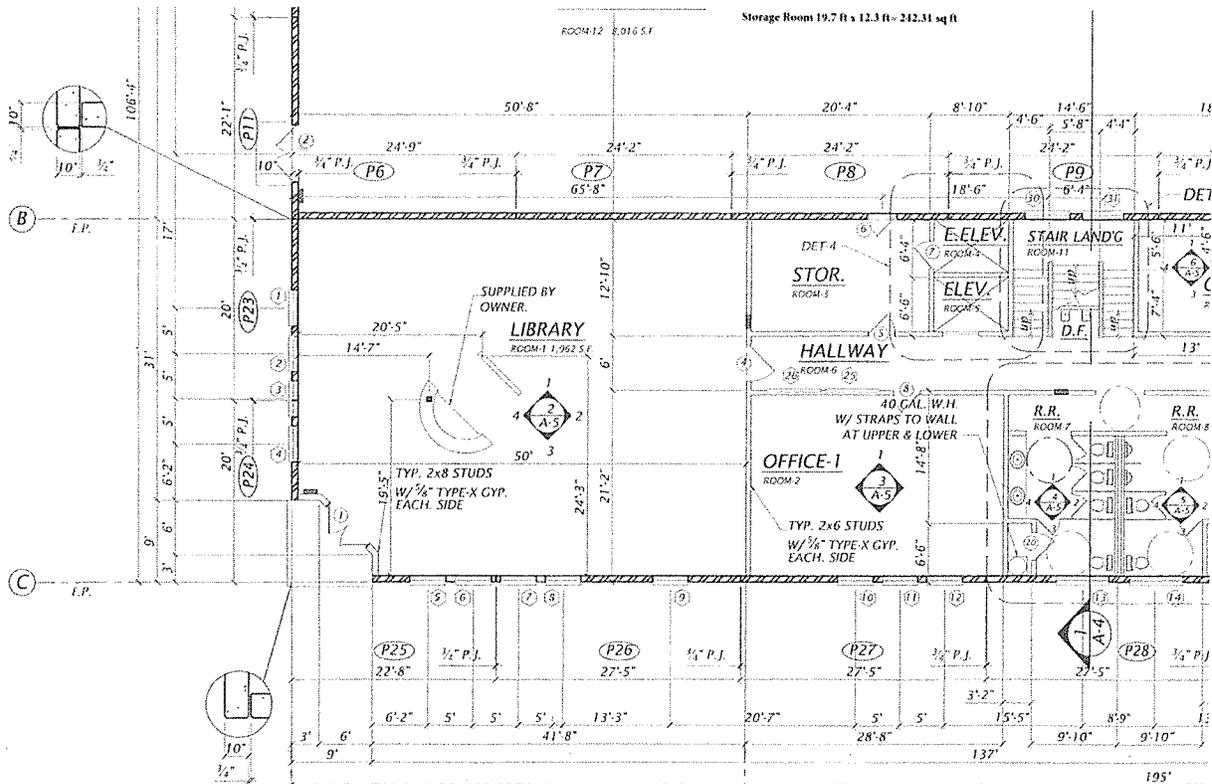


EXHIBIT B

COUNTY AS LESSEE

INSURANCE REQUIREMENTS

Each party shall procure and maintain insurance or shall self-insure for the duration of this Lease against claims for injuries to persons and damage to property which may arise from, or in connection with, their performance under this Lease, their agents, representatives, employees, and contractors, if applicable:

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies, it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies, it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. LESSOR shall carry Property Insurance against all risks of loss on all real property being leased that LESSOR owns, including improvements and betterment. Limits of full replacement cost with no coinsurance provision.

B. Specific Provisions of the Certificate

1. The General Liability, Comprehensive Automobile Liability and Property Insurance policies must contain the following provisions. Each party will provide endorsements reflecting the following requirements:
 - a. The other party, its elected and appointed officials, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the Premises leased to the LESSEE.
 - b. During LESSEE's onsite control over and operation of the Premises through personnel not under the control of LESSOR, which shall include the normal operating hours of the public library, LESSEE's insurance and self-insurance shall provide primary coverage except as to the

improvements on, and physical condition of, the Premises, which shall at all times be primarily covered by LESSOR's insurance and self-insurance. At all other times, LESSOR's insurance shall be primary as to the limits specified herein. Beyond said coverages, any additional insurance or self-insurance maintained by each party, its officers, agents, officials, employees or volunteers shall be excess of the other party's insurance and shall not contribute with it.

- c. Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to LESSEE.
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of each party for all work performed by the other party, its employees, agents and subcontractors:
 - a. Waiver of Subrogation (in favor of LESSEE). The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of LESSEE for all work performed by LESSOR, or its employees, agents and subcontractors. LESSOR waives all rights against LESSEE and its elected and appointed officials, officers, agents, employees, and volunteers for recovery of damages to the extent these damages covered by the workers compensation and employers' liability.
 - b. Waiver of Subrogation (in favor of LESSOR). The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of LESSOR for all work performed by LESSEE, or its employees, agents and subcontractors. LESSEE waives all rights against LESSOR and its elected and appointed officials, officers, agents, employees, and volunteers for recovery of damages to the extent these damages covered by the workers compensation and employers' liability.

C. Deductibles and Self-Insured Retentions

The Risk Manager of each party must approve any deductible or self-insured retention of the other party which exceeds One Hundred Thousand Dollars (\$100,000).

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the Risk Manager of the other party.



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 4
Consent

DEPARTMENT: City Manager

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Approval of City Support for AB 1786 (Best Value Contracting) and Authorization for Mayor to Sign Letter

ACTION & RECOMMENDATION

Staff recommends that the City Council approve a letter of support for AB 1786 and authorize the Mayor to sign and transmit the letter to Assembly Member John Harabedian.

BACKGROUND | ANALYSIS

AB 1786, introduced by Assembly Member John Harabedian, proposes to extend best value contracting authority to cities and certain joint powers authorities, creating parity with counties that already have this option.

This request for support was submitted to the City by Townsend Public Affairs, the City's contracted public relations firm that assists with grant funding and legislative advocacy services. Townsend Public Affairs has provided a draft support letter and requested that the City consider submitting it in advance of the policy committee hearing.

Under current law, cities are generally required to award construction contracts to the lowest responsible bidder. While appropriate for many routine projects, this framework can constrain a city's ability to consider factors such as:

- Contractor experience on similar complex projects
- Safety performance history
- Capacity to manage complex staging, coordination, and community impacts
- Long-term value and project reliability

AB 1786 would provide cities with an optional procurement tool to evaluate objective qualifications alongside price, through a transparent and competitive process. Traditional bidding methods remain fully available.

Cities are increasingly responsible for delivering complex capital projects, including transportation improvements, water and sewer infrastructure upgrades, public safety facilities, parks and recreation projects, and affordable housing developments. These projects often involve layered funding from local, state, and federal sources, and are subject to strict deadlines and performance requirements. Challenges such as labor shortages, supply chain disruptions, and cost volatility can result in delays, change orders, and additional costs.

Best value contracting allows a city to reduce project risks and cost escalation, improve schedule reliability, ensure higher quality project outcomes, and maintain accountability and transparency with public bidding requirements. Adopting AB 1786 would strengthen fiscal stewardship and provide the City with additional flexibility to deliver large-scale or technically complex infrastructure projects more effectively.

FISCAL IMPACT

There is no direct fiscal impact associated with supporting this legislation. Should AB 1786 be enacted and the City choose to use best value contracting in the future, it may provide cost savings and risk mitigation on large projects.

ATTACHMENTS

1. Draft letter of support addressed to Assembly Member John Harabedian

Reviewed/Approved: 



STAFF REPORT

TO: Farmersville City Council

MEETING DATE: February 23, 2026

Item #: 5
Consent

DEPARTMENT: City Manager

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Approval of City Support for AB 1786 (Best Value Contracting) and Authorization for Mayor to Sign Letter

ACTION & RECOMMENDATION

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ATTACHMENTS

1. Draft letter of support addressed to Assembly Member John Harabedian

Reviewed/Approved: 



February 24, 2026

The Honorable John Harabedian
California State Assembly
1021 O Street, Suite 4350
Sacramento, CA 95814

**RE: AB 1786 (Harabedian): Best Value Contracting
City of Farmersville – Notice of Support**

Dear Assembly Member Harabedian:

On behalf of the City of Farmersville, I write in strong support of your AB 1786, which extends existing best value construction contracting authority to cities and certain infrastructure focused joint powers authorities, creating parity with procurement tools already available to counties.

Cities across California are responsible for delivering increasingly complex capital projects, including transportation improvements, water and sewer infrastructure upgrades, public safety facilities, parks, stormwater systems, and affordable housing developments. These projects are often funded through layered financing structures that combine local revenue, state grants, federal appropriations, and bond proceeds. They are delivered in a construction environment marked by material cost volatility, skilled labor shortages, supply chain disruptions, and heightened schedule pressures tied to grant deadlines and performance requirements.

Under current law, general law cities are generally required to award construction contracts to the lowest responsible bidder. While that framework remains appropriate for many projects, it can constrain a city's ability to account for important risk factors when delivering large scale or technically complex infrastructure. Lowest bid procurement may limit the ability to meaningfully evaluate contractor experience with similar projects, demonstrated capacity to manage complex staging or coordination requirements, safety performance history, and long term value considerations.

Several past and upcoming capital projects in Farmersville, including water and sewer improvements, street resurfacing, and community facility renovations, illustrate the potential benefits of evaluating contractor qualifications in addition to cost. Best Value Contracting would provide the City with a tool to enhance schedule reliability, manage risks, and achieve higher-quality outcomes for residents.

AB 1786 provides cities with an optional procurement tool that allows objective qualifications to be evaluated alongside price through a transparent and competitive process. Best value contracting does not eliminate competition or bypass accountability. Instead, it establishes clear evaluation criteria, maintains public notice and bidding requirements, requires documentation of



909 W. Visalia Road Farmersville, Ca. 93223 – P (559) 747-0458

Strong Roots...Growing Possibilities

award decisions, and preserves reporting obligations and a sunset date. Cities would retain full discretion to continue using traditional lowest responsible bidder procurement where appropriate.

For projects involving complicated phasing, sensitive community impacts, coordination with utilities and outside agencies, or heightened safety concerns, best value contracting can reduce the risk of delays, litigation, change orders, and cost escalation. By selecting the contractor offering the strongest overall combination of price and qualifications, cities can better safeguard taxpayer resources, improve schedule reliability, and deliver higher quality outcomes for residents.

AB 1786 ensures parity between counties, cities, and qualified regional delivery entities while maintaining transparency and legislative oversight. We commend your leadership on this issue and are proud to support this legislation.

Sincerely,

Tina Hernandez
Mayor
City of Farmersville

February 11, 2026

The Honorable John Harabedian
California State Assembly
1021 O Street, Suite 4350
Sacramento, CA 95814

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For projects involving complicated phasing, sensitive community impacts, coordination with utilities and outside agencies, or heightened safety concerns, best value contracting can reduce the risk of delays, litigation, change orders, and cost escalation. By selecting the contractor offering the strongest overall combination of price and qualifications, cities can better safeguard taxpayer resources, improve schedule reliability, and deliver higher quality outcomes for residents.

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Sincerely,

Tina Hernandez
Mayor
City of Farmersville



STAFF REPORT

TO: Farmersville City Council

MEETING DATE: February 23, 2026

Item #: 5
Consent

DEPARTMENT: Police Dept.

FROM: Jay Brock, Chief of Police

AGENDA TITLE: Approval of Sub Agreement with ActVnet / Farmersville Unified School District

ACTION & RECOMMENDATION

It is recommended that the City Council authorize the Chief of Police to execute a sub-agreement with ActVnet on behalf of the City for participation with the Farmersville Unified School District.

BACKGROUND | ANALYSIS

The Farmersville Unified School District has entered into a contract with ActVnet. This web-based system is used for a standardized mapping system of the school campuses in Farmersville as well as an assessment of the school cameras and their fields of view.

During a critical incident, the mapping system and cameras are made available to law enforcement dispatch which allows for "real time" reporting of information to officers who are responding to the site as well as those on scene. The goal of the program is to improve the response times of emergency services during a critical incident and prevent further injury or loss of life.

Participation in ActVnet allows the Police Department to access critical campus information in emergencies, ensuring that response decisions are informed, timely, and coordinated with school personnel.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. ActVnet sub-agreement with attachments 1-3

Reviewed/Approved: 

**SUBLICENSE AGREEMENT WITH
CITY OF FARMERSVILLE THROUGH FARMERSVILLE
POLICE DEPARTMENT**

NOTE TO DISTRICT/SCHOOL:

The attached Sublicense Agreement should be signed and dated by District/School, and then provided, together with Attachments 1-3, to the City of Farmersville through Farmersville Police Department for review and execution.

No changes to the Sublicense Agreement may be made without the prior written consent of TCOE.

Following execution of the Sublicense Agreement by District/School and the City of Farmersville through Farmersville Police Department, a copy of the executed Sublicense Agreement must be returned to TCOE at:

Tulare County Superintendent of Schools
Attention: Bob Mayo, School Safety Program Administrator
6500 S. Mooney Blvd., Suite E
Visalia, CA 93277
Bob.Mayo@tcoe.org

**FARMERSVILLE POLICE DEPARTMENT
SUBLICENSE AGREEMENT**

This Sublicense Agreement (“Sublicense Agreement”) is entered into effective as of December 18, 2025 (“Effective Date”), by and between Farmersville Unified School District (“District/School”), and the City of Farmersville through the Farmersville Police Department (“Agency”). District/School and Agency may be referred to individually as “Party” and collectively as “Parties” in this Sublicense Agreement.

RECITALS

- A. **WHEREAS**, District/School and the Tulare County Office of Education (“TCOE”) have entered into a license agreement (“License Agreement”) for District/School’s use of certain proprietary software commonly known as ActVnet, developed and wholly owned by TCOE, which is more fully described in **Attachment 1**; and,

- B. **WHEREAS**, ActVnet is designed to promote cooperation between participating schools and school districts and participating law enforcement agencies, fire departments, and emergency personnel (“Safety Agencies” or “Safety Agency”) during an Emergency, as defined in **Attachment 1**, on school campuses with the ultimate goal of protecting students, employees, and community members; and,

- C. **WHEREAS**, Agency is a Tulare County Safety Agency; and

- D. **WHEREAS**, the City of Farmersville has determined that District/School’s Campuses are within the jurisdiction of the Agency; and,

- E. **WHEREAS**, in order to enable Safety Agencies to respond quickly and efficiently to emergencies on District/School Campuses, and to benefit the safety of the community at large, District/School wishes to grant Agency a sublicense and Agency hereby desires to accept the sublicense, to use ActVnet in accordance with the terms and conditions set forth in this Sublicense Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the Parties hereto agree as follows:

SUBLICENSE AGREEMENT

- 1. Necessary Terms. The terms identified in Sections 2–15 below are “Necessary Terms” which shall be included in this Sublicense Agreement. Necessary Terms shall not be modified, altered, or removed without the prior written consent of TCOE.

2. Grant of Sublicense. Subject to the terms and conditions of this Sublicense Agreement, District/School hereby grants, and Agency hereby accepts, a nonexclusive, non-transferable sublicense (“Sublicense”) for the installation and use of ActVnet. A fully executed copy of this Sublicense Agreement shall be provided to TCOE for recordkeeping.
3. Services. The Sublicense shall give Agency access to the following services provided by TCOE:
 - a. Installation. Assistance with the installation of ActVnet on Agency hardware.
 - b. Training. As set forth in **Attachment 2**, TCOE shall provide District/School and Agency personnel with a set number of training hours, which may be delivered in various formats, including, but not limited to online, in-person, or via pre-recorded videos and written materials. Training sessions shall be scheduled and coordinated by District/School, Agency, and TCOE and shall be mandatory for all District/School and Agency personnel who will operate and have access to ActVnet.
 - c. Maintenance and Support. TCOE Maintenance and Support services as defined in **Attachment 2**.

New Releases and Updates. All new software releases and updates for ActVnet during the Term of the Sublicense Agreement, as defined below.

4. Term, Termination, and Survival.
 - a. Term. The term of this Sublicense Agreement shall commence upon the Effective Date, and unless earlier terminated pursuant to the terms of this Sublicense Agreement, shall run concurrently with District/School’s License Agreement with TCOE (“Term”) and shall automatically terminate upon the cancellation or expiration of District/School’s License Agreement with TCOE.
 - b. Termination for Convenience. Either Party may terminate this Sublicense Agreement by providing the other Party and TCOE at least thirty (30) days prior written notice.
 - c. Effects of Termination. Following any termination or cancellation of this Sublicense Agreement: (i) Agency will, immediately upon District/School’s request, either destroy or return to TCOE (at Agency’s expense) all copies of ActVnet, and all related documentation, materials, and Proprietary Information, as defined in Section 5 below (collectively, “ActVnet Records”); (ii) Agency shall immediately give notice to its personnel authorized to use ActVnet that use of ActVnet must be suspended immediately with respect to District/School and all copies of ActVnet and ActVnet Records must be returned to TCOE or destroyed; and (iii) Agency shall complete and return the Acknowledgment form received from District/School to TCOE within thirty (30) days of the termination of this Sublicense Agreement attesting that all copies of ActVnet and ActVnet Records have been destroyed or returned to TCOE. A sample of the Acknowledgment form that must be completed and returned to TCOE is attached hereto as **Attachment 3**.

- d. Failure to Comply with Termination Obligations. In the event Agency fails or refuses to comply with the requirements of Section 4.c., above, following termination of the Sublicense and TCOE is required to seek legal redress for Agency's failure to comply with its obligations and is deemed a prevailing party for purposes of such litigation, Agency shall reimburse TCOE for any and all litigation costs, including, without limitations, filing fees, attorney fees, and expert witness fees.
5. Fee. Agency shall not be assessed a fee for the Sublicense or use of ActVnet.
6. Survival. Sections 6, 7, 8, 9, 10, 11, 12, 13, and 17 of this Sublicense Agreement shall survive the expiration and termination of this Sublicense Agreement for any reason.
7. Proprietary Information and Intellectual Property.
 - a. Proprietary Information. Agency understands and acknowledges that TCOE developed and owns certain intellectual property that TCOE used in the development of ActVnet, including but not limited to, source code, software tools or documentation, trade secrets, reports, memorandum, training manual and materials, data visualizations, files, input materials, output materials, software, and any other data or materials provided or made available to Agency under this Sublicense Agreement ("Proprietary Information"). In addition, TCOE shall own all other ideas, concepts, themes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed which improves, enhances, or directly impacts any Proprietary Information, excepting any public domain data or information. Agency further acknowledges and agrees that the rights of whatever nature in the Proprietary Information are and shall remain the property of TCOE, and nothing in this Sublicense Agreement shall be construed as assigning or transferring the ownership of any such rights to Agency or any third party.
 - b. Ownership. Title to and ownership of ActVnet and all applicable proprietary rights including, but not limited to, rights in patents, copyrights, author's rights, trademarks, trade names, Proprietary Information, graphic design and design elements, know-how and identified trade secrets in ActVnet, shall remain at all times with TCOE. Agency shall not reverse engineer, decompile or disable ActVnet or any portion thereof, nor otherwise attempt to create or derive the source code of ActVnet. Except for the rights set forth in this Sublicense Agreement, no other right or license with respect to any intellectual property is granted under this Sublicense Agreement.
 - c. Know-How. Agency acknowledges that Know-How is and shall at all times be and remain the sole and exclusive property of TCOE, and Agency shall derive no rights, title, or interest therein except as expressly set forth in this Sublicense Agreement. "Know-How" means all technical and other information, or knowledge useful for the use or implementation of ActVnet that is necessary or convenient to use/implement ActVnet and which is not in the public domain, including without limitation, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, processes, designs for experiments and tests and results of experimentation and testing (including results of research and development), and process

(including manufacturing processes, specification and techniques), and includes any rights including but not limited to patent, copyright, trade secret or non-disclosure agreements or design rights protecting any of the foregoing. The fact that an item is known to the public shall not be taken to exclude the possibility that a compilation including the item, or a development relating to the item, is or remains not known to the public.

8. Third Party Requests. If any third party requests copies of, or access to, ActVnet or Proprietary Information pursuant to the California Public Records Act or any other applicable law, Agency will provide the TCOE notice of such request as soon as reasonably practicable.
9. Student Data. Agency acknowledges and agrees that Agency shall not have access to, or the right to access any Student Data provided by District/School to TCOE and uploaded to or maintained with ActVnet, except as provided herein. For purposes of this Agreement, Student Data includes “education records” as defined in the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended); as well as “pupil records” as defined in Education Code sections 49061(b) and 49073.1, and “directory information” as defined in Education Code section 49061(c). Notwithstanding the foregoing, Agency may have access to certain security camera footage as described in this Agreement during an emergency situation, as determined by the District/School, and should such security camera footage contain education records the parties agree it is provided in such an emergency situation because the information is necessary to protect the health or safety of the student or other individuals pursuant to 34 CFR § 99.36. Further, the Agency may be permitted access to certain security camera footage as described in this Agreement as part of a training, drill, or other preparedness exercise as the District/School has determined that the threat of an emergency situation, including an active shooter scenario, is an articulable and significant threat necessitating the disclosure of such security camera footage as provided for herein, including to the extent the footage contains education records. Further, the Parties understand and agree that with respect to access to security camera footage as described in this Agreement, the Agency is performing an institutional function for which the District/School would otherwise use employees, that the Agency is under the direct control of the District/School with respect to the use and maintenance of education records, and that the Agency is subject to 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Agency shall use the security camera footage solely for the purposes outlined in this Agreement, maintain the confidentiality of any education records contained in the footage, and not redisclose or use the footage for any purpose not explicitly authorized by this Agreement. The District/School retains the right to determine what constitutes an emergency situation warranting disclosure and to limit or revoke Agency’s access to security camera footage at any time.

10. Limited Warranty.

- a. Software Warranty. Agency acknowledges and understands that TCOE warrants that ActVnet as delivered will materially comply with the published specifications by TCOE for ActVnet. TCOE’s obligations under this warranty are limited to providing District/School and Agency with properly operating versions of ActVnet. TCOE does not warrant that the operation of ActVnet will be uninterrupted or error-free. IN

PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, AGENCY ACKNOWLEDGES THAT ACTVNET IS NOT AND CANNOT BE MADE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY.

- b. No Other Warranty. AGENCY ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, ACTVNET IS PROVIDED “AS IS” AND TCOE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY AND OPEN SOURCE MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE SUBLICENSSED TO AGENCY IN CONNECTION WITH THIS SUBLICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. AGENCY FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT TCOE DOES NOT GUARANTEE THE SAFETY OF ANY DISTRICT/SCHOOL STUDENTS, STAFF, OR PERSONNEL, AGENCY STAFF OR PERSONNEL, OR ANY OTHER PERSON.
11. Limitation of Liability. EXCEPT WITH RESPECT TO BREACHES INVOLVING A PARTY’S NEGLIGENCE OR WILLFUL MISCONDUCT OR A PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SUBLICENSE AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 12. Indemnification. Except to the extent caused by the gross negligence of willful misconduct of TCOE or District/School, or any person or entity under their explicit direction or control, Agency agrees to defend, indemnify and hold harmless TCOE, District/School, and their directors, officers, governing boards, members of their governing boards, employees, and agents from and against any and all claims of any nature whatsoever arising out of, based upon, or resulting from: (i) the use of ActVnet or Proprietary Information by Agency or its directors, officers, employees, or agents (collectively “Agency”); (ii) claims, damages, or liabilities arising out of the negligence or intentional misconduct of Agency arising from Agency’s use of ActVnet; (iii) claims, damages, or liabilities arising out of the breach of any of the representations, warranties or covenants contained herein by Agency; (iv) any liability for death, bodily injury, injury to property, or any other loss arising from Agency’s use of ActVnet, including but not limited to any death, bodily injury, injury to property, or any other loss to District/School or TCOE students or employees, staff, personnel, or agents; and (v) claims, damages, or liabilities arising out of any non-authorized and/or misuse of ActVnet by Agency, including any use that is inconsistent with the terms of this Sublicense Agreement and the ActVnet Scope of Services set forth in **Attachment 1**.
 13. Non-Authorized Use of ActVnet.

- a. Agency shall not use or access ActVnet except in the event of an Emergency, as defined in **Attachment 1**, and solely for the purposes set forth in **Attachment 1**. Agency shall take all reasonable steps to ensure that only authorized and trained Agency personnel use and have access to ActVnet. Agency acknowledges and understands that Agency is solely responsible for managing and monitoring its personnel's User Accounts, as defined in **Attachment 1**, and that unauthorized use of ActVnet shall make the Sublicense immediately voidable by TCOE and/or District/School.
 - b. Immediately upon becoming aware of any unauthorized use or access of ActVnet, Agency shall notify District/School and TCOE, and shall fully cooperate with an investigation of and response to the incident.
 - c. ActVnet Director, as defined in **Attachment 1**, or other designee shall provide District/School and Site Primaries a minimum of forty-eight (48) hour prior notice before accessing a Campus surveillance system for training purposes.
 - d. Agency shall be liable and responsible for any claims, damages, and liability arising out of or relating to non-authorized use and/or misuse of ActVnet as set forth in this Sublicense Agreement.
14. No Assignment. Agency may not assign this Sublicense Agreement or transfer its obligations hereunder without the prior written consent of TCOE and District/School.
15. Amendments, Waivers and Severability. Except as otherwise provided herein and notwithstanding any modification or changes to the Necessary Terms, this Sublicense Agreement may be amended, and compliance with any non-Necessary Terms of this Sublicense Agreement may be omitted or waived, only by written agreement duly signed by both Parties. Any provision of this Sublicense Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement. Necessary Terms may only be modified with the prior written consent of TCOE.
16. Representations. Each Party represents and warrants that (i) it has the right and authority to enter into this Sublicense Agreement and perform its obligations, covenants and promises hereunder, (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation, (iii) the execution, delivery and performance of this Sublicense Agreement has been duly authorized by all requisite corporate action, (iv) this Sublicense Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (v) it has obtained all authorization, approvals, consents or permits required to perform its obligations under this Sublicense Agreement under all applicable law and regulation.
17. Insurance.
- a. Coverage Required. Before the commencement of this Sublicense Agreement and during the Term hereof, Agency and District/School shall each obtain and maintain, at their expense, with insurance companies acceptable to TCOE, the following insurance policies:

- i. Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.
- ii. Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits of or not less than One Million Dollars (\$1,000,000.00) combined single limit.
- iii. Worker's compensation insurance coverage for no less than the statutory limits. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

b. Insurance Provisions.

- i. The policies described in Section 17.a., above shall: (a) name District/School and TCOE as additional insureds and be provided on an occurrence basis; (b) state that such policy is primary, excess, and non-contributing with any other insurance carried by District/School and TCOE; (iii) state that the naming of an additional insureds shall not negate any right the additional insureds would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District/School and TCOE before the cancellation or reduction of coverage or amount of such policy.
- ii. A certificate issued by the carrier of the policies described in Section 17.a., above shall be delivered to District/School and TCOE prior to Agency's use of ActVnet. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District/School and TCOE not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District/School and TCOE's approval and shall carry a rating of A- or higher, unless otherwise agreed to in advance by District/School and TCOE, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.
- iii. The policies described in Section 17.a., above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District/School's or TCOE's rights under this Sublicense Agreement, or negate or decrease Agency's obligations under this Sublicense Agreement.
- iv. Agency agrees that if Agency does not take out and maintain such insurance as required by this Section, then District/School or TCOE may (but shall not be required to) procure said insurance on Agency's behalf and charge Agency the premiums, together with a 10% handling charge, payable upon demand.

18. Relationship of the Parties. Nothing contained in this Sublicense Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the District/School, Agency, and TCOE. The relationship between these Parties will at all times be that of independent contractors. No Party will have authority to contract for or bind another in any manner whatsoever. This Sublicense Agreement confers no rights upon any Party except those expressly granted herein.
19. Entire Agreement. This Sublicense Agreement, along with any exhibits attached to this Sublicense Agreement, which are hereby incorporated herein by this reference, constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Sublicense Agreement.
20. Interpretation. This Sublicense Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Sublicense Agreement are for reference only and will not affect the interpretation of this Sublicense Agreement.
21. Governing Law and Venue. This Sublicense Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Sublicense Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to any motion for transfer of venue.
22. Dispute Resolution. In the event of a dispute between the Parties concerning this Sublicense Agreement or the rights and duties of either Party under this Agreement, the Parties shall first attempt to resolve the dispute informally. If the Parties cannot reach a resolution, they shall attempt in good faith to settle the dispute through nonbinding mediation to be held at a mutually agreeable location within Tulare County. The Parties shall agree upon and select a mediator and share equally the costs and fees of mediation. If the Parties are unable to resolve the dispute through nonbinding mediation, each Party may pursue its legal rights and remedies through any other legally permissible means, but neither Party may pursue any such legal remedy unless and until the Parties have engaged in at least one session of non-binding mediation. District/School shall provide written notice to TCOE within forty-eight (48) hours if the Parties cannot resolve a dispute through mediation.
23. Notices. Any notice, request, demand, approval, consent, instruction, or other communication to be given to any Party hereunder shall be delivered by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged as follows:

If to District/School:

Farmersville Unified School District

Attention: Manuel Mendez
571 E. Citrus, Farmersville, CA 93223
Email: mmendez@farmersville.k12.ca.us

If to Agency:

City of Farmersville through the Farmersville Police Department
Attention: Jay Brock, Farmersville Police Chief
909 W. Visalia Road, Farmersville, CA 93223
jbrock@farmersvillepd.com

With copy to:

Tulare County Superintendent of Schools
Attention: Bob Mayo, School Safety Program Administrator
6500 S. Mooney Blvd., Suite E
Visalia, CA 93277
Bob.Mayo@tcoe.org

Each Party shall give the other Party written notice within seven (7) days of any change to the designee identified above.

24. Due Authority of Signatories. Each individual signing this Sublicense Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by appropriate action of such Party to execute, and thereby bind such Party to, this Sublicense Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Sublicense Agreement as of the Effective Date.

Date: 2/17/2026

FARMERSVILLE UNIFIED SCHOOL DISTRICT

By: 

Name: Manuel Mendez

Title: Superintendent

Date: _____

CITY OF FARMERSVILLE THROUGH THE FARMERSVILLE POLICE DEPARTMENT

By: _____

Name: Jay Brock

Title: Farmersville Police Chief



STAFF REPORT

TO: Farmersville City Council

MEETING DATE: February 23, 2026

Item #: 6
Consent

DEPARTMENT: City Manager

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Adoption of Job Description – Program Assistant – Senior Center (Part-Time)

ACTION & RECOMMENDATION

It is recommended that the City Council adopt the job description for the position of Senior Services Assistant (Part-Time), and authorize incorporation of the classification into the City's classification plan.

BACKGROUND | ANALYSIS

For a number of years, the City of Farmersville contracted with the Community Services Employment Training (CSET) organization to administer operations and programming at the City's Senior Center.

On August 18, 2025, the City received formal written notice from CSET advising that, following a review of its financial position and future funding commitments, the organization was unable to sustain program activities at the level required under its agreement with the City of Farmersville. The agreement was terminated effective September 18, 2025.

Under the agreement, the City was paying CSET approximately \$30,000 annually to administer the Senior Program.

Since termination of the agreement, the Senior Program has continued to operate through volunteers with supplemental support provided by City staff.

While volunteers have played an essential role in maintaining services, the ongoing administration of the Senior Center has increasingly required additional staff time to:

- Coordinate and oversee programming and activities
- Ensure meal service support and attendance tracking
- Maintain necessary supplies and inventory
- Provide customer service to participants
- Ensure compliance with safety standards and operational procedures

City staff are currently absorbing these responsibilities in addition to their primary duties. As program participation and operational needs continue, this approach is not sustainable long-term without affecting other City functions.

Establishing a formal Program Assistant – Senior Center (Part-Time) classification will:

- Provide consistent and accountable program oversight
- Support volunteers and improve program coordination
- Ensure continued service delivery to senior residents
- Formalize operational responsibility within the City

Importantly, transitioning to a part-time City position is expected to result in cost savings compared to the prior contractual arrangement. Even accounting for wages and payroll-related costs, the total annual expense of a part-time employee is anticipated to be significantly less than the \$30,000 previously paid to CSET.

This approach allows the City to maintain local control over the program while improving fiscal efficiency.

FISCAL IMPACT

The hourly pay range for this position is \$17.00 - \$21.54. All associated costs will be absorbed within existing appropriations.

ATTACHMENTS

1. Job Description – Program Assistant – Senior Center (Part-Time)

Reviewed/Approved: 



Program Assistant Senior Center

(Part-Time)

SALARY RANGE

\$17.00 - \$21.54 per Hour
(No benefits)

DEFINITION

To assist in the daily operations, programs, and activities of the Senior Center. Performs a variety of paraprofessional, program support, customer service, and clerical duties in support of senior services, recreational programming, and facility operations. Provides direct assistance to senior participants and helps ensure a safe, welcoming, and organized environment.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the assigned supervisor or department head. Exercises no direct supervision over staff.

ESSENTIAL AND MARGINAL FUNCTIONS -- *may include, but are not limited to, the following:*

Essential Functions:

Assist in organizing, coordinating, and leading senior center activities, classes, and special events.

Greet participants and visitors; provide information regarding programs, services, and facility use.

Assist with meal service activities, registration processes, and attendance tracking.

Set up, clean, and maintain activity areas, equipment, and supplies.

Provide basic clerical and administrative support including answering telephones, filing, copying, and data entry.

Ensure safety and well-being of participants by following established policies and procedures.

Work collaboratively with staff, volunteers, and community partners.

Maintain accurate records related to program participation and services.

Marginal Functions:

Assist with outreach efforts and special projects as assigned.

Perform other duties as assigned to support Senior Center operations.

Experience and Training Guidelines --*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Experience:

Experience working with older adults is desirable.

Experience in customer service, recreation programming, or community services is desirable.

Training:

Equivalent to completion of the twelfth grade.

Basic computer and office skills required.

MINIMUM PHYSICAL AND MENTAL ABILITIES

Data Utilization: Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data,

statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.

Human Interaction: Requires the ability to communicate effectively and courteously with senior participants, the public, volunteers, and City staff; provide assistance and explain program guidelines and procedures.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to utilize standard office equipment including computers, telephones, copiers, and basic program-related equipment.

Verbal Aptitude: Requires the ability to understand and convey information in written and oral form including program materials, forms, attendance sheets, and safety procedures.

Mathematical Aptitude: Requires the ability to perform basic arithmetic calculations including counting, addition, and simple recordkeeping tasks.

Functional Reasoning: Requires the ability to follow written and oral instructions and perform semi-routine tasks with limited independent judgment.

Situational Reasoning: Requires the ability to exercise sound judgment in situations involving participant assistance, safety awareness, and changing program needs.

Physical Ability: Tasks involve the ability to exert light physical effort including lifting, carrying, pushing, and pulling objects weighing up to 25 pounds. Requires standing, walking, bending, and moving during program activities.

Sensory Requirements: Requires the ability to observe participant activities and recognize potential safety concerns.

Environmental Factors: Work is generally performed in an indoor community center environment with occasional exposure to moderate noise levels and routine activity.

SPECIAL REQUIREMENTS

Applicants must possess or be willing to obtain a Food Safety Certificate.

Must be reliable, flexible, and able to work scheduled hours, which may include evenings or weekends.

Driver License

Possession of a valid California Class C Driver License may be required depending on assignment. Individuals who do not meet this requirement due to physical disability will be reviewed on a case-by-case basis.

The City of Farmersville is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Farmersville will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 1
Action Items

DEPARTMENT: Public Works
FROM: Steven Thompson, Director of Public Works
AGENDA TITLE: Amendment to Final Costs of 2025 Street Improvements Project

ACTION & RECOMMENDATION

Staff recommends that the City Council Consider approving an additional \$51,046 for the 2025 Street Improvements Project to reconcile the final contact amount prior to issuance of final payment.

BACKGROUND | ANALYSIS

At the January 12, 2026, City Council meeting, the Council approved the filing of the Notice of Completion (NOC) for the 2025 Street Improvements Project. At that time, staff submitted the most current documentation received from the contractor reflecting contract amounts.

Upon subsequent review, it was determined that the City had inadvertently received and processed a draft invoice rather than the contractor's final invoice. As a result, the NOC was filed using draft invoice figures, which did not include certain additional project costs.

The discrepancy was identified through an internal review conducted prior to issuance of final payment to the contractor, Cal Valley. Once identified, staff verified the corrected figures to ensure that the final documentation accurately reflected the total project costs.

The additional costs are associated with necessary repairs to ten existing drainage outlets that were identified during construction as not meeting current code requirements. These repairs were necessary to ensure proper functionality, public safety, and regulatory compliance and were completed as part of the overall project scope.

The City remains committed to transparency and fiscal responsibility and has taken appropriate corrective measures to ensure all expenditures are accurately documented and approved in accordance with City policies.

FISCAL IMPACT

Staff is requesting Council authorization of the additional \$51,046.26 to align the project budget with the final contract amount and authorize issuance of the corrected final payment.

The total adopted FY26 budget for Pavement Management Plan Year 2 is \$3,028,412.00.

The project is funded as follows:

- Fund 20 – STP: \$802,748
- Fund 22 – TDA: \$342,860
- Fund 26 – Measure R: \$1,882,804

The requested additional \$51,046.26 will be allocated proportionally across the existing funding sources. Sufficient appropriations remain within the adopted project budget to accommodate this adjustment.

ATTACHMENTS

1. Draft Progress Payment #3
2. Final Progress Payment #3

Reviewed/Approved: 



4CREEKS - CONSTRUCTION MANAGEMENT PROJECT PROGRESS PAYMENT

251511 2025 Farmersville Street Improvements Project | Project No: - | Payment No. 3

PAYMENT TO:	Cal Valley Construction	PURCHASE ORDER NO:	-
CONTRACTOR:	PM: Chris Grimm	PAY ESTIMATE NO.:	3 (Final Payment)
AGENCY REPRESENTATIVE:	Ian Williams P:(559) 212-543 E: ianw@4-creeks.com	PAYMENT PERIOD:	09/01/2025 - 09/30/2025
CONTRACT NO:		DATE OF THIS ESTIMATE:	01/28/2026
N-T-P DATE:	06/27/2025	DAYS ALLOWED:	80
AWARD DATE:	06/22/2025	DAYS EXPENDED:	49
		DAYS COMPLETE:	61.25 %

ITEM #	ITEM DESCRIPTION	ORIGINAL CONTRACT			NEW AUTHORIZED		PREVIOUS PAYMENT		THIS PAYMENT		TOTAL PAYMENT			
		QTY	UNIT	PRICE	CCO INC/DEC	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	%
1	Mobilization, Demobilization, Bonds and Insurance	1.00	LS	\$100,000.00	0.00	1.00	\$100,000.00	0.90	\$90,000.00	0.100	\$10,000.00	1.00	\$100,000.00	100.0%
2	Traffic Control System	1.00	LS	\$41,000.00	0.00	1.00	\$41,000.00	0.95	\$38,950.00	0.050	\$2,050.00	1.00	\$41,000.00	100.0%
3	Dust Control	1.00	LS	\$600.00	0.00	1.00	\$600.00	1.00	\$600.00			1.00	\$600.00	100.0%
4	SWPPP Storm Water Pollution Prevention Plan	1.00	LS	\$2,100.00	0.00	1.00	\$2,100.00	1.00	\$2,100.00			1.00	\$2,100.00	100.0%
5	Construction Notification Sign	3.00	EA	\$1,500.00	(3.00)	0.00	\$0.00							
6	Miscellaneous Facilities and Operations	1.00	LS	\$15,000.00	0.00	1.00	\$15,000.00	0.95	\$14,250.00	0.050	\$750.00	1.00	\$15,000.00	100.0%
7	Sawcut & Remove Concrete (Curb & Gutter)	216.00	LF	\$20.00	68.40	284.40	\$5,688.00	284.40	\$5,688.00			284.40	\$5,688.00	100.0%
8	Sawcut & Remove Concrete (Curb Ramp)	22.00	EA	\$2,000.00	2.00	24.00	\$48,000.00	24.00	\$48,000.00			24.00	\$48,000.00	100.0%
9	Sawcut and Remove Concrete (Street Cross Gutter)	1,180.00	SF	\$6.00	(90.20)	1,089.80	\$6,538.80	1,089.80	\$6,538.80			1,089.80	\$6,538.80	100.0%
10	Sawcut & Remove Concrete (4-inch Sidewalk)	728.00	SF	\$4.00	559.00	1,287.00	\$5,148.00	1,287.00	\$5,148.00			1,287.00	\$5,148.00	100.0%
11	Sawcut & Remove Concrete (Drive Approach)	119.00	SF	\$8.00	0.00	119.00	\$952.00	119.00	\$952.00			119.00	\$952.00	100.0%
12	Grind & Remove Existing Asphalt Concrete (F)	49,057.00	SY	\$3.00	0.00	49,057.00	\$147,171.00	49,057.00	\$147,171.00			49,057.00	\$147,171.00	100.0%
13	Roadway Excavation & Subgrade Prep	1.00	LS	\$345,000.00	0.00	1.00	\$345,000.00	1.00	\$345,000.00			1.00	\$345,000.00	100.0%
14	Hot Mix Asphalt Concrete	10,078.00	TN	\$90.00	87.84	10,165.84	\$914,925.60	10,062.44	\$905,619.60	103.400	\$9,306.00	10,165.84	\$914,925.60	100.0%
15	Aggregate Base (Class II)	17,102.00	TN	\$40.00	(11.57)	17,090.43	\$683,617.20	15,588.37	\$623,534.80	1,502.060	\$60,082.40	17,090.43	\$683,617.20	100.0%
16	Concrete Curb Ramp	25.00	EA	\$5,000.00	2.00	27.00	\$135,000.00	25.00	\$125,000.00	2.000	\$10,000.00	27.00	\$135,000.00	100.0%
17	Concrete Sidewalk	452.00	SF	\$11.00	88.80	540.80	\$5,948.80	540.80	\$5,948.80			540.80	\$5,948.80	100.0%
18	Concrete Curb & Gutter	154.00	LF	\$46.00	31.80	185.80	\$8,546.80	185.80	\$8,546.80			185.80	\$8,546.80	100.0%
19	Concrete Cross Gutter	1,202.00	SF	\$15.00	(75.35)	1,126.65	\$16,899.75	1,126.65	\$16,899.75			1,126.65	\$16,899.75	100.0%
20	Concrete Drive Approach (6-inch)	164.00	SF	\$13.00	0.00	164.00	\$2,132.00	164.00	\$2,132.00			164.00	\$2,132.00	100.0%
21	Masonry Site Wall	33.00	LF	\$900.00	0.00	33.00	\$29,700.00			33.000	\$29,700.00	33.00	\$29,700.00	100.0%
22	Masonry Site Wall with Fence	21.00	LF	\$1,300.00	(21.00)	0.00	\$0.00							
23	Adjust Utility Manhole to Finish Grade	1.00	LS	\$100,000.00	0.00	1.00	\$100,000.00	0.95	\$95,000.00	0.050	\$5,000.00	1.00	\$100,000.00	100.0%
24	Adjust Water Valve to Finish Grade	1.00	LS	\$130,000.00	0.00	1.00	\$130,000.00	0.95	\$123,500.00	0.050	\$6,500.00	1.00	\$130,000.00	100.0%
25	Rectangular Rapid Flashing Beacon	2.00	EA	\$25,000.00	0.00	2.00	\$50,000.00			2.000	\$50,000.00	2.00	\$50,000.00	100.0%
26	Signing, Striping & Marking	1.00	LS	\$50,000.00	0.00	1.00	\$50,000.00	0.25	\$12,500.00	0.750	\$37,500.00	1.00	\$50,000.00	100.0%
CONTRACT ITEM TOTAL:		\$2,849,953.00			\$2,843,967.95		\$2,623,079.55		\$220,888.40		\$2,843,967.95 100.0%			

CONTRACT CHANGE ORDER

CCO #	CCO DESCRIPTION	CHANGE ORDER			NEW AUTHORIZED		PREVIOUS PAYMENT		THIS PAYMENT		TOTAL PAYMENT			
		QTY	UNIT	PRICE	INC/DEC	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	%
301	CO 1 - Drainage Inlets	8.00	EA	\$11,000.00	0.00	8.00	\$88,000.00	8.00	\$88,000.00			8.00	\$88,000.00	100.0%
302	Survey Monuments	1.00	LS	\$9,800.00	0.00	1.00	\$9,800.00			1.000	\$9,800.00	1.00	\$9,800.00	100.0%
303	Overtime & Weekend Inspection Costs	1.00	LS	(\$16,923.00)	0.00	1.00	(\$16,923.00)			1.000	(\$16,923.00)	1.00	(\$16,923.00)	100.0%
304	Additional Materials Testing Costs	1.00	LS	(\$8,532.50)	0.00	1.00	(\$8,532.50)			1.000	(\$8,532.50)	1.00	(\$8,532.50)	100.0%
CONTRACT CHANGE ORDER TOTAL:		\$72,344.50			\$72,344.50		\$88,000.00		(\$15,655.50)		\$72,344.50 100.0%			

MATERIAL ON HAND / DEDUCTIONS / RETENTION

MATERIAL ON HAND / DEDUCTIONS / RETENTION	TOTAL VALUE	PREVIOUS TOTAL	THIS PAYMENT	TOTAL PAYMENT
MOH DEDUCTIONS & WITHHOLDINGS TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00

PAYMENT SUMMARY

CONTRACT	TOTAL
ORIGINAL CONTRACT BID AMOUNT:	\$2,849,953.00
CHANGE ORDER ITEM INC/DEC:	(\$5,985.05)

APPROVED CHANGE ORDER AMOUNT:		\$72,344.50
TOTAL CONTRACT AMOUNT TO DATE:		\$2,916,312.45
PROGRESS PAYMENT	THIS ESTIMATE	TOTAL TO DATE
ITEM WORK:	220,888.40	\$2,843,967.95
CHANGE ORDER WORK:	(\$15,655.50)	\$72,344.50
TOTAL CONTRACT:	\$205,232.90	\$2,916,312.45
MOH DEDUCTIONS & WITHHOLDINGS:	\$0.00	\$0.00
RETENTION HELD 5 %:	(\$10,261.65)	(\$145,815.62)
NET EARNINGS:		\$2,770,496.83
LESS TOTAL PREVIOUS PAYMENT:		\$2,575,525.57
TOTAL PAYMENT THIS PERIOD:		\$194,971.26



PROJECT PROGRESS PAYMENT SIGNATURE

251511 2025 Farmersville Street Improvements Project | Project No: - | Payment No. 3

Authorized Representative	Signature
RYAN DOUGLAS CAL VALLEY CONSTRUCTION <small>* Contractor</small>	Pending <i>RYAN DOUGLAS</i>
IAN WILLIAMS 4CREEKS <small>Construction Manager</small>	<i>Ian Williams</i> IAN WILLIAMS Nov 19, 2025 4:00:00 PM PST
<small>* According to the best of my knowledge and belief, I certify that all items and amounts shown on the Project Progress Payment and Change Order Summary are correct; that all work has been performed and/or material supplied in full accordance with the requirements of Contract.</small>	
<small>** I certify that I have checked and verified the above and foregoing Project Progress Payment and the Change Order Summary; that to the best of my Knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor.</small>	



4CREEKS - CONSTRUCTION MANAGEMENT PROJECT PROGRESS PAYMENT

251511 2025 Farmersville Street Improvements Project | Project No: - | Payment No. 3

PAYMENT TO: CONTRACTOR:	Cal Valley Construction PM: Chris Grimm	PURCHASE ORDER NO:	-
		PAY ESTIMATE NO.:	3
AGENCY REPRESENTATIVE:	Ian Williams P:(559) 212-543 E: ianw@4-creeks.com	PAYMENT PERIOD:	09/01/2025 - 09/30/2025
		DATE OF THIS ESTIMATE:	10/08/2025
CONTRACT NO:		DAYS ALLOWED:	80
N-T-P DATE:	06/27/2025	DAYS EXPENDED:	49
AWARD DATE:	06/22/2025	DAYS COMPLETE:	61.25 %

ITEM #	ITEM DESCRIPTION	ORIGINAL CONTRACT			NEW AUTHORIZED		PREVIOUS PAYMENT		THIS PAYMENT		TOTAL PAYMENT			
		QTY	UNIT	PRICE	CCO INC/DEC	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	%
1	Mobilization, Demobilization, Bonds and Insurance	1.00	LS	\$100,000.00	0.00	1.00	\$100,000.00	0.90	\$90,000.00	0.100	\$10,000.00	1.00	\$100,000.00	100.0%
2	Traffic Control System	1.00	LS	\$41,000.00	0.00	1.00	\$41,000.00	0.95	\$38,950.00	0.050	\$2,050.00	1.00	\$41,000.00	100.0%
3	Dust Control	1.00	LS	\$600.00	0.00	1.00	\$600.00	1.00	\$600.00			1.00	\$600.00	100.0%
4	SWPPP Storm Water Pollution Prevention Plan	1.00	LS	\$2,100.00	0.00	1.00	\$2,100.00	1.00	\$2,100.00			1.00	\$2,100.00	100.0%
5	Construction Notification Sign	3.00	EA	\$1,500.00	0.00	3.00	\$4,500.00							
6	Miscellaneous Facilities and Operations	1.00	LS	\$15,000.00	0.00	1.00	\$15,000.00	0.95	\$14,250.00	0.050	\$750.00	1.00	\$15,000.00	100.0%
7	Sawcut & Remove Concrete (Curb & Gutter)	216.00	LF	\$20.00	0.00	216.00	\$4,320.00	284.40	\$5,688.00			284.40	\$5,688.00	131.7%
8	Sawcut & Remove Concrete (Curb Ramp)	22.00	EA	\$2,000.00	0.00	22.00	\$44,000.00	24.00	\$48,000.00			24.00	\$48,000.00	109.1%
9	Sawcut and Remove Concrete (Street Cross Gutter)	1,180.00	SF	\$6.00	0.00	1,180.00	\$7,080.00	1,089.80	\$6,538.80			1,089.80	\$6,538.80	92.4%
10	Sawcut & Remove Concrete (4-inch Sidewalk)	728.00	SF	\$4.00	0.00	728.00	\$2,912.00	1,287.00	\$5,148.00			1,287.00	\$5,148.00	176.8%
11	Sawcut & Remove Concrete (Drive Approach)	119.00	SF	\$8.00	0.00	119.00	\$952.00	119.00	\$952.00			119.00	\$952.00	100.0%
12	Grind & Remove Existing Asphalt Concrete (F)	49,057.00	SY	\$3.00	0.00	49,057.00	\$147,171.00	49,057.00	\$147,171.00			49,057.00	\$147,171.00	100.0%
13	Roadway Excavation & Subgrade Prep	1.00	LS	\$345,000.00	0.00	1.00	\$345,000.00	1.00	\$345,000.00			1.00	\$345,000.00	100.0%
14	Hot Mix Asphalt Concrete	10,078.00	TN	\$90.00	0.00	10,078.00	\$907,020.00	10,062.44	\$905,619.60			10,062.44	\$905,619.60	99.8%
15	Aggregate Base (Class II)	17,102.00	TN	\$40.00	0.00	17,102.00	\$684,080.00	15,588.37	\$623,534.80			15,588.37	\$623,534.80	91.1%
16	Concrete Curb Ramp	25.00	EA	\$5,000.00	0.00	25.00	\$125,000.00	25.00	\$125,000.00	2.000	\$10,000.00	27.00	\$135,000.00	108.0%
17	Concrete Sidewalk	452.00	SF	\$11.00	0.00	452.00	\$4,972.00	540.80	\$5,948.80			540.80	\$5,948.80	119.6%
18	Concrete Curb & Gutter	154.00	LF	\$46.00	0.00	154.00	\$7,084.00	185.80	\$8,546.80			185.80	\$8,546.80	120.6%
19	Concrete Cross Gutter	1,202.00	SF	\$15.00	0.00	1,202.00	\$18,030.00	1,126.65	\$16,899.75			1,126.65	\$16,899.75	93.7%
20	Concrete Drive Approach (6-inch)	164.00	SF	\$13.00	0.00	164.00	\$2,132.00	164.00	\$2,132.00			164.00	\$2,132.00	100.0%
21	Masonry Site Wall	33.00	LF	\$900.00	0.00	33.00	\$29,700.00			33.000	\$29,700.00	33.00	\$29,700.00	100.0%
22	Masonry Site Wall with Fence	21.00	LF	\$1,300.00	0.00	21.00	\$27,300.00							
23	Adjust Utility Manhole to Finish Grade	1.00	LS	\$100,000.00	0.00	1.00	\$100,000.00	0.95	\$95,000.00	0.050	\$5,000.00	1.00	\$100,000.00	100.0%
24	Adjust Water Valve to Finish Grade	1.00	LS	\$130,000.00	0.00	1.00	\$130,000.00	0.95	\$123,500.00	0.050	\$6,500.00	1.00	\$130,000.00	100.0%
25	Rectangular Rapid Flashing Beacon	2.00	EA	\$25,000.00	0.00	2.00	\$50,000.00			2.000	\$50,000.00	2.00	\$50,000.00	100.0%
26	Signing, Striping & Marking	1.00	LS	\$50,000.00	0.00	1.00	\$50,000.00	0.25	\$12,500.00	0.750	\$37,500.00	1.00	\$50,000.00	100.0%
CONTRACT ITEM TOTAL:				\$2,849,953.00		\$2,849,953.00		\$2,623,079.55		\$151,500.00		\$2,774,579.55		97.4%

CONTRACT CHANGE ORDER

CCO #	CCO DESCRIPTION	CHANGE ORDER			NEW AUTHORIZED		PREVIOUS PAYMENT		THIS PAYMENT		TOTAL PAYMENT			
		QTY	UNIT	PRICE	INC/DEC	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	%		
301	CO 1 - Drainage Inlets	8.00	EA	\$11,000.00	0.00	8.00	\$88,000.00	8.00	\$88,000.00			8.00	\$88,000.00	100.0%
CONTRACT CHANGE ORDER TOTAL:				\$88,000.00		\$88,000.00		\$88,000.00		\$0.00		\$88,000.00		100.0%

MATERIAL ON HAND / DEDUCTIONS / RETENTION

MATERIAL ON HAND / DEDUCTIONS / RETENTION	TOTAL VALUE	PREVIOUS TOTAL	THIS PAYMENT	TOTAL PAYMENT
MOH DEDUCTIONS & WITHHOLDINGS TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00

PAYMENT SUMMARY

CONTRACT	TOTAL
ORIGINAL CONTRACT BID AMOUNT:	\$2,849,953.00
CHANGE ORDER ITEM INC/DEC:	\$0.00
APPROVED CHANGE ORDER AMOUNT:	\$88,000.00

TOTAL CONTRACT AMOUNT TO DATE:		\$2,937,953.00
PROGRESS PAYMENT	THIS ESTIMATE	TOTAL TO DATE
ITEM WORK:	151,500.00	\$2,774,579.55
CHANGE ORDER WORK:	\$0.00	\$88,000.00
TOTAL CONTRACT:	\$151,500.00	\$2,862,579.55
MOH DEDUCTIONS & WITHHOLDINGS:	\$0.00	\$0.00
RETENTION HELD 5 %:	(\$7,575.00)	(\$143,128.98)
NET EARNINGS:		\$2,719,450.57
LESS TOTAL PREVIOUS PAYMENT:		\$2,575,525.57
TOTAL PAYMENT THIS PERIOD:		\$143,925.00

Pay Estimate #: 3

251511 2025 Farmersville Street Improvements Project

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4CREEKS - CONSTRUCTION MANAGEMENT PROJECT PROGRESS PAYMENT SIGNATURE

251511 2025 Farmersville Street Improvements Project | Project No: - | Payment No. 3

Authorized Representative	Name	Signature	Date

* According to the best of my knowledge and belief, I certify that all items and amounts shown on the Project Progress Payment and Change Order Summary are correct; that all work has been performed and/or material supplied in full accordance with the requirements of Contract.

** I certify that I have checked and verified the above and foregoing Project Progress Payment and the Change Order Summary; that to the best of my Knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor.

Pay Estimate #: 3

251511 2025 Farmersville Street Improvements Project

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STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 2
Action Items

DEPARTMENT: City Manager
FROM: Daymon Qualls, City Manager
AGENDA TITLE: Measure R Citizens Oversight Committee – Authorization to Advertise Vacancy

ACTION & RECOMMENDATION

It is recommended that the City Council authorize staff to advertise and solicit applications for the City of Farmersville representative to the Measure R Citizens Oversight Committee (COC), and direct staff to return with qualified applicants for Council consideration and appointment.

BACKGROUND | ANALYSIS

The City of Farmersville's seat on the Measure R Citizens Oversight Committee (COC) is currently vacant. The COC plays an important role in providing oversight and ensuring transparency in the expenditure of Measure R funds. Continued City representation is important to maintain participation and assist the Committee in achieving quorum for its meetings.

In accordance with COC requirements, the appointed representative must:

- Be at least 18 years of age
- Be a resident of Tulare County
- Not be an elected official
- Not be an employee of a state, county, or city agency

The Committee meets approximately four (4) times per year.

Staff recommends that Council authorize the advertisement of the vacancy and the solicitation of applications in accordance with the City's standard board and committee appointment process. Following the close of the application period, staff will return to Council with qualified applicants for consideration and appointment.

Taking action at this time will allow sufficient time to complete the recruitment and appointment process prior to the next COC meeting scheduled for May 11.

FISCAL IMPACT

There is no fiscal impact associated with advertising the vacancy or appointing a representative to the Committee.

Reviewed/Approved: 



STAFF REPORT

Item #: 3
Action Items

TO: Farmersville City Council
MEETING DATE: February 23, 2026

DEPARTMENT: Planning

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Adoption of Resolution 2026-005 Authorizing Contract Award for HOME Administrative Subcontractor Services for the Gardenia Courtyards Senior Apartments Project

ACTION & RECOMMENDATION

Staff recommends that the City Council adopt Resolution 2026-005 authorizing award of contract to Self-Help Enterprises to perform administrative subcontractor services for the HOME Investment Partnerships Program (HOME) loan committed to the Gardenia Courtyards Senior Apartments project.

BACKGROUND | ANALYSIS

The Gardenia Courtyards Senior Apartments project consists of the development of a 42-unit senior apartment complex within a single two-story structure, including amenities such as a community center, community garden, fenced dog park, bocce ball court, and picnic area with barbeque facilities. Occupancy of the dwelling units will be restricted to seniors aged 62 and older earning between 30 and 60 percent of the Area Median Income (AMI) for Tulare County.

The approximately 2.39-acre project site is located on the east side of Farmersville Boulevard between Dillon Avenue to the north and Walnut Street (Avenue 288) to the south.

On December 13, 2023, the Farmersville Planning Commission recommended that the City Council approve the Gardenia Courtyards Senior Apartments project, including adoption of a Mitigated Negative Declaration for environmental review (State Clearinghouse No. 2023100519), General Plan Amendment 2023-01 to redesignate the project site from General Commercial to Medium High Density Residential, Zone Change 2023-01 to rezone the site from C-G (General Commercial) to RM-2.5 (Multiple Family Residential), and Site Plan Review 2023-01.

On January 8, 2024, the Farmersville City Council approved the project as recommended by the Planning Commission.

The City of Farmersville has received \$12,075,000 in HOME loan commitments from the California Department of Housing and Community Development (HCD) for the Gardenia Courtyards Senior Apartments project. On December 8, 2025, the City Council authorized issuance of Request for Proposals (RFP) 23-HOME-16305 to solicit proposals for administrative subcontractor services to assist in implementing the HOME loan. The selected administrative subcontractor will provide services as detailed in the Scope of Work contained in RFP 23-HOME-16305 (Attachment 2).

Two proposals were received in response to the RFP: Self-Help Enterprises and B&A Grant Services (Attachments 3 and 4). Proposals were evaluated in accordance with the Award Criteria and Selection Process outlined in RFP 23-HOME-16305, resulting in the following scores:

Evaluation Criteria	Available Points	Self-Help Enterprises	B&A Grant Services
Proposal for addressing the scope of work and approach to projects:	35	35	30
Specific experience in HOME Administrative Subcontractor services:	50	50	20
Knowledge of other housing and community development programs:	5	5	5
Availability and accessibility to City Staff:	5	5	2
Administrative Subcontractor fee:	5	3	5
TOTAL:	100	98	62

Pursuant to the Award Criteria and Selection Process, the City reserves the right to award a contract to the firm that, in the sole judgment of the City, best serves the City's interests. Based on the evaluation results, Self-Help Enterprises received the highest overall score and demonstrated superior experience in HOME administrative services.

Accordingly, staff recommends awarding the contract to Self-Help Enterprises.

FISCAL IMPACT

There is no impact to the General Fund associated with this action. Costs associated with the administrative subcontractor services will be paid from HOME program funds.

ATTACHMENTS

1. Resolution 2026-005
2. Request for Proposal (RFP) 23-HOME-16305
3. Self-Help Enterprises Proposal
4. B&A Grant Services Proposal

Reviewed/Approved: 

ATTACHMENT 1

RESOLUTION NO. 2026-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TULARE COUNTY, CALIFORNIA, AUTHORIZING AWARD OF CONTRACT TO SELF-HELP ENTERPRISES TO PERFORM ADMINISTRATIVE SUBCONTRACTOR SERVICES FOR THE GARDENIA COURTYARDS SENIOR APARTMENTS PROJECT.

WHEREAS, the City of Farmersville has received HOME Investment Partnerships Program (HOME) loan commitments from the California Department of Housing and Community Development (HCD) in the amount of \$12,075,000 for the Gardenia Courtyards Senior Apartments Project; and

WHEREAS, the City must procure professional administrative subcontractor services to assist in implementing the HOME loan committed to the Gardenia Courtyards Senior Apartments Project; and

WHEREAS, in accordance with the City's purchasing policy and the California Public Contract Code, the City Council authorized issuance of Request for Proposals (RFP) 23-HOME-16305 to solicit proposals to perform administrative subcontractor services in accordance with the Scope of Work outlined therein (attached hereto as Exhibit A); and

WHEREAS, proposals were received, evaluated, and ranked pursuant to the criteria set forth in RFP 23-HOME-16305, and Self-Help Enterprises was determined to be the most qualified firm to provide the required services.

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

1. The City Council hereby awards the contract for administrative subcontractor services for the Gardenia Courtyards Senior Apartments Project to Self-Help Enterprises in accordance with the Scope of Work outlined in RFP 23-HOME-16305 (Exhibit A).
2. The City Manager is hereby authorized to execute the professional services agreement and any related documents necessary to implement this Resolution, subject to approval as to form by the City Attorney.

PASSED AND ADOPTED this 23rd day of February 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Tina Hernandez, Mayor

Rochelle Giovani, City Clerk

EXHIBIT A

**CITY OF FARMERSVILLE
REQUEST FOR PROPOSALS
2022-2023 HOME PROGRAM – GRANT NO. 23-HOME-16305
ADMINISTRATIVE SUBCONTRACTOR SERVICES**

Release Date: December 15, 2025

Closing Date: January 6, 2026

RFP No: **23-HOME-16305**

CONTACT PERSON: Daymon Qualls
City Manager
City of Farmersville
909 W. Visalia Road,
Farmersville, CA 93223
(559) 747-0458
dqualls@cityoffarmersville-ca.gov

Proposals to be received by 4:00 p.m. on January 6, 2026, at the address listed above. Submittals must be made by mail, email, or hand delivered to the address listed above. The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the address listed above by the time and date listed above.

I. INTRODUCTION

The City of Farmersville (the “CITY”) has received 2022 and 2023 HOME Program funds for the development of a 42-unit senior rental, new construction housing project in Farmersville, California. This RFP is issued to obtain proposals for the performance of Administrative Subcontractor services as outlined in Section II: Scope of Work.

The CITY will enter into a negotiated contract with the successful applicant for administrative subcontractor services. The successful Administrative Subcontractor will provide all the services for implementing the 2022 and 2023 HOME Program grant listed in the Scope of Work, below, the HOME Standard Agreement, and the HOME NOFA in conformance with all state and federal regulations.

II. SCOPE OF WORK

- A. Administrative Subcontractor shall ensure proper completion and submission of all financial and performance reports required by the HOME Program (i.e., monthly project status reports, quarterly [only required for Programs], annual [applicable sections], close-out, etc.). Completion and submission of these reports is dependent upon the CITY’s and Pacific West Communities, Inc. (the “DEVELOPER”) timely completion and submission of their responsibilities associated with this project.
- B. Administrative Subcontractor shall be present at all appropriate public meetings if requested by the CITY.

- C. Administrative Subcontractor shall prepare and submit to the California Department of Housing and Community Development (“HCD”) and the CITY a file containing all of the necessary materials to meet the Set-Up and Disbursement Conditions outlined in the HOME Standard Agreement, Exhibit B, Sections 2-4. Completion and submission of this file is dependent upon the CITY’s and DEVELOPER’s timely completion and submission of their responsibilities associated with the compilation of this file.
- D. Administrative Subcontractor shall establish and maintain administrative files in accordance with the system preferred by HCD, outlined in the HOME contract management manual. This includes maintaining the required Public Information Binder.
- E. Administrative Subcontractor will directly participate in any monitoring by the state or other agencies (if requested) and provide the necessary documents and files for such monitoring visits. Administrative Subcontractor will advocate on the CITY’s behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the Administrative Subcontractor.
- F. Administrative Subcontractor shall keep the CITY updated as to project status on a regular basis.
- G. Administrative Subcontractor shall prepare a close-out manual to guide the CITY after the project has been completed. Such guide will outline the CITY’s ongoing program responsibilities. The CITY has agreed that this manual can be structured to contain pertinent sections of HOME information previously developed by HCD/HOME.
- H. Administrative Subcontractor shall monitor program milestones and recommend amendments as necessary.
- I. Administrative Subcontractor shall facilitate communications between the DEVELOPER and the CITY and HOME representatives and owner entity.
- J. Administrative Subcontractor shall apprise CITY of all applicable federal and state requirements related to the HOME funds and facilitate the meeting of such requirements.
- K. Administrative Subcontractor shall prepare the applicable level of NEPA environmental clearance on behalf of the CITY, including the Statutory Worksheet and Environmental Assessment as required, on HOME required forms. Administrative Subcontractor shall prepare all documents required by the HOME program for the CITY to receive the Authority to Use Grant Funds from the state HOME program.
- L. Administrative Subcontractor shall monitor all Federal Labor Standard Requirements to ensure compliance. If State Prevailing wage requirements are required for this project, the Administrative Subcontractor shall ensure that the higher of the two wages is paid. The Administrative Subcontractor will update the CITY’s Labor Standards Compliance Officer on a weekly basis during the project and maintain files required by the HOME program.

III. PROPOSAL FORMAT

A qualifying proposal must address all of the points in the Scope of Work.

- A. Brief description of firm, contact person, address, telephone number, fax number, and email address.
- B. Resumes of staff who will work on the program.
- C. Administrative Subcontractor's experience in successfully implementing CDBG and HOME housing new construction and rehabilitation programs. Experience with rental housing developments. Give examples, dates, persons, projects, and scope of work performed.
- D. Three references who have knowledge of Administrative Subcontractor's recent work completed and in progress.

The selected firm is required to comply with all terms and conditions of the State Department of Housing and Community Development, Home Investment Partnership Program.

IV. PROPOSAL SUBMITTAL

- A. One (1) original and two (2) copies of the proposal shall be received no later than 4:00 p.m. on January 6, 2026. Send proposals to:

City of Farmersville
Attn: 23-HOME-16305 Admin Svc Proposal
909 W. Visalia Road
Farmersville, CA 93223
Phone: (559) 747-0458

- B. All proposals shall be submitted in a sealed envelope, if mailed or manually delivered, which is clearly marked with the RFP number, title of RFP, and closing date and time.
- C. Late proposals shall not be accepted.
- D. All proposals, whether selected or rejected, shall become the property of the CITY.
- E. Cost of preparation of proposal shall be borne by the proposer.
- F. Proposals shall be signed by an authorized employee in order to receive consideration.
- G. The CITY will not be responsible for proposals delivered to a person/location other than specified herein.

V. AWARD CRITERIA AND SELECTION PROCESS

The CITY is using the competitive negotiation process, wherein the experience of each proposer is evaluated as it relates to the Scope of Work and grant purpose. The CITY is particularly interested in receiving proposals from female, minority, and locally owned small businesses. After the evaluation committee has reviewed and discussed proposals with the proposing firms, each firm will be rated using the following criteria and rating schedule.

- A. Evaluation Criteria

<u>EVALUATION CRITERIA</u>	<u>RATING POINTS</u>
Administrative Subcontractor's proposal for addressing the Scope of Work items and approach to projects.	35
Specific experience of the Administrative Subcontractor in the areas of State of California HOME Administrative Subcontractor services.	50
Knowledge of various other housing and community development programs which may further the grant purpose.	5
Availability and accessibility to CITY staff.	5
Administrative Subcontractor fee.	<u>5</u>
TOTAL	100

- B. CITY staff will then exercise its discretion in selecting a firm and will negotiate and contract in accordance with that City selection.
- C. The CITY reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the City, best serves the interest of the City.
- D. The CITY reserves the right to reject any proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

VI. CONFLICT OF INTEREST

Administrative Subcontractor warrants that no official or employee of the CITY nor any business entity in which an official of the CITY has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the CITY.

VII. INSURANCE REQUIREMENTS

The successful proposer shall provide a Certificate of Insurance naming the CITY as additional insured for the following:

- A. Workers Compensation.
- B. General Liability and Property Damage with a combined limit of \$1,000,000.00.
- C. Automobile Liability Insurance in an amount not less than \$500,000.00.
- D. The policy shall not be cancelable within thirty (30) days advance written notice to CITY and shall be in a form and by a surety approved by the CITY.
- E. In the event the policy is cancelled prior to the completion of the project and the Administrative Subcontractor does not furnish a new Certificate of Insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from contract monies due to the Administrative Subcontractor.

- F. If the policy is a claims-made policy, the policy shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein.
- G. As used above, the term Administrative Subcontract includes the Administrative Subcontractor, and its officers, agents, or employees.

VIII. INDEMNIFICATION

- A. Administrative Subcontractor agrees to hold harmless and to indemnify the CITY from every claim or demand which may be made for any injury or death, or damage to property caused by Administrative Subcontractor in performance of this contract.
- B. Such duty shall be irrespective of the date upon which the claim or demand is asserted.
- C. If any judgment is rendered against the CITY for any injury, death, or damage caused by contractor in the performance of this contract, Administrative Subcontractor shall, at his own expense, satisfy and discharge the judgment.
- D. None of the foregoing paragraphs shall be applicable if the injury, death, or damage is caused solely by the CITY's negligence.
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- F. As used above, the term CITY means the City of Farmersville or its officers, agents, or employees.
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IX. ASSIGNMENT

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the CITY and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain HOME award eligibility.

X. INQUIRY

Direct all inquiries to:

Daymon Qualls
City Manager
City of Farmersville
909 W. Visalia Road
Farmersville, CA 93223
(559) 747-0458
dqalls@cityoffarmersville-ca.gov

ATTACHMENT 2

**CITY OF FARMERSVILLE
REQUEST FOR PROPOSALS
2022-2023 HOME PROGRAM – GRANT NO. 23-HOME-16305
ADMINISTRATIVE SUBCONTRACTOR SERVICES**

Release Date: December 15, 2025

Closing Date: January 6, 2026

RFP No: **23-HOME-16305**

CONTACT PERSON: Daymon Qualls
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PROPOSAL TO THE *City of Farmersville*



RFP 23-HOME-16305
Administrative Subcontractor
Services



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Attachments:

- Exhibit A – Statement of Values
- Exhibit B – Contractor’s Information
- Exhibit C – Examples of recent multifamily projects with HOME financing
- Conflict of Interest Statement
- SHE’s Negotiated Indirect Cost Rate Certification
- Insurance Information – to be provided upon award



A Nonprofit Housing and Community Development Organization

December 18, 2025

Attn: Daymon Qualls, City Manager
City of Farmersville
909 W. Visalia Rd. Farmersville, CA. 93223

RE: Response to RFP 23-HOME-16305 – Gardenia Courtyards Senior Apartments - issued by the City of Farmersville on 12/15/2025 for Administrative Subcontractor Services

Dear Mr. Qualls,

Enclosed is Self-Help Enterprises' (SHE) proposal for providing Administrative Subcontractor services to the City of Farmersville (City). These services include the administrative tasks required for the successful implementation of grant 23-HOME-16305 such as the preparation of financial/performance reports, maintaining of digital files, monitoring project milestones and compliance with Federal/State requirements, and facilitating communication between City staff, the developer and the State's Housing and Community Development Department (HCD). All services are proposed for a three-year term.

We believe that our experience with addressing affordable housing, sustainable development, and other community concerns over the past 61 years gives SHE the capability to successfully administer the City's federal and state funding. As a nonprofit housing and community development organization whose purpose is to improve the living conditions of people throughout the San Joaquin Valley, SHE staff is committed to working responsibly, cooperatively, and ethically with participants, communities, and funding agencies.

SHE will ensure compliance with Federal and State statutes and regulations as well as all existing and future program requirements as outlined in the RFP and further outlined in the City's Standard Agreement with HCD. Our experience and qualifications will ensure that the selection of SHE as the City's administrative subcontractor for 23-HOME-16305 will enable timely and cost-effective implementation in a collaborative and efficient manner.

SHE looks forward to assisting the City with these administrative subcontractor services. We share your concern for community improvement and are pleased to see the City of Farmersville respond to the needs of its residents for a stronger and more stable community.

Questions regarding this proposal may be directed to:
Melissa Valdez, Assistant Director – Strategic Partnerships / melissav@selfhelpenterprises.org / 559-802-1621

Thank you for your consideration of our proposal.

Sincerely,

Betsy McGovern-Garcia
Vice President, Self-Help Enterprises

Self-Help Enterprises
A PROPOSAL SUBMITTED TO THE CITY OF FARMERSVILLE

A. GENERAL INFORMATION

The qualifications detailed in this proposal demonstrate how Self-Help Enterprises (SHE) will provide reliable, compliant, and efficient administration of Standard Agreement 23-HOME-16305 on behalf of the City of Farmersville. As Administrative Subcontractor, services will include financial and performance reporting, digital file management, Federal/State compliance monitoring, milestone tracking, and coordination among City staff, the developer, and the State of California's Housing and Community Development Department.

Name of firm: Self-Help Enterprises
Address: 8445 W. Elowin Court Visalia, CA 93290
Phone: 559-651-1000
Email: info@selfhelpenterprises.org
Fax: 559-651-3634

Point of contact for this proposal: Craig Chew
Title: Administrative Analyst
Phone: 559-802-1586
Email: craigc@selfhelpenterprises.org
Fax: 559-651-3634

Secondary contact: Melissa Valdez
Title: Assistant Director – Strategic Partnerships
Phone: 559-802-1621
Email: melissav@selfhelpenterprises.org
Fax: 559-651-3634

HISTORY AND PURPOSE

Self-Help Enterprises (SHE) is a nationally recognized housing and community development non-profit organization whose mission is to work together with low-income families to build and sustain healthy homes and communities. As the pioneer and leading provider of mutual self-help housing in the United States, SHE's current efforts span a broad range of initiatives serving farmworkers, low-income seniors, unhoused individuals, and other disadvantaged groups.

Since its founding in 1965, SHE has helped more than 6,600 families build their own homes, rehabilitated over 7,100 unsafe homes, developed over 3,000 units of affordable rental housing, and provided technical assistance for safe drinking water and sanitary sewer infrastructure to more than 36,000 households in 175 small Central Valley communities.

SHE has extensive experience administering grants from U.S. Department of Housing and Urban Development (HUD), U.S. Dept. of Agriculture (USDA), the State of California, and local agencies. SHE currently administers over 90 active program contracts funded by the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), CalHome

Program, Permanent Local Housing Allocation (PLHA), and USDA Housing Preservation Grant (HPG) across nine counties.

SHE staff has deep expertise in federal and state grant compliance, fiscal controls, reporting, and monitoring. This experience has enabled SHE to consistently meet all performance benchmarks, expenditure deadlines, and audit requirements across complex funding streams. SHE has administered and coordinated projects funded through a broad range of federal, state, and private financing programs, including Community Development Block Grant (CDBG), CDBG Disaster Recovery, HOME Investment Partnerships Program (HOME), CalHome Program, Permanent Local Housing Allocation (PLHA), Manufactured Housing Opportunity and Revitalization (MORE), USDA Housing Preservation Grants (HPG), USDA Sections 502, 504, 514, 515, 521, and 533, California Housing Finance Agency (CalHFA) programs, bank financing, Affordable Housing Program (AHP), and the Low-Income Housing Tax Credit (LIHTC) program.

As a HUD-certified housing counseling agency, SHE operates the Gateway Program, which provides education and counseling services supporting sustainable homeownership. SHE has provided 2,266 first-time homebuyer assistance loans outside of its Mutual Self-Help Housing program.

SHE also serves as a regional leader in emergency preparedness and resiliency services throughout the Central Valley. Since 2015, these efforts have assisted more than 11,000 households, addressing emergency response readiness and water quality challenges. In total, SHE's programs have served nearly 70,000 families throughout the San Joaquin Valley, providing security and stability for families and building strong, healthy, and sustainable communities.

In 2001, SHE joined the NeighborWorks® America network, an esteemed nationwide collaboration consisting of over 240 community-based organizations across all 50 states. Together we champion the creation of vibrant and healthy communities by uniting thousands of residents, government officials, and other dedicated partners.

SHE's work has been recognized locally and nationally, including Homebuilder of the Year (2009), USDA Rural Development Excellence in Partnership Award (2015), San Joaquin Valley Blueprint Award of Excellence (2022), Affordable Housing Finance Top 50 Affordable Housing Developer (2022), and Merritt Capital Developer of the Year (2025).

Self-Help Enterprises is committed to responsible, cooperative, and ethical engagement with participants, communities, and funding agencies (see **Exhibit A, SHE's Statement of Values**). The dedication of SHE staff is evidenced by the fact that the average SHE staff member has been with the organization for nine years.

Small Business, Minority -or Woman-Owned Business, Section 3 Business:

Self-Help Enterprises is a nonprofit corporation governed by a Board of Directors, one-third of whom are low-income or reside in low-income census tracts. While SHE does not hold formal small business, minority-owned, woman-owned, or Section 3 certifications, the organization's equity initiatives have been successful in cultivating a diverse workforce. Current staff demographics include 64 percent Hispanic, 27 percent White, and representation across

additional racial and ethnic groups. Women comprise 66 percent of SHE's workforce and 40 percent of executive leadership.

B. STAFF RESUMES

Tom Collishaw, President/CEO

Tom Collishaw has worked in nonprofit rural housing development since 1980. As President and CEO of Self-Help Enterprises, Mr. Collishaw has direct responsibility for all activities and operations of a multi-faceted housing and community development corporation that was founded in 1965. Self-Help Enterprises is the oldest and largest self-help housing organization in the United States and a pioneer in sweat-equity housing for rural, low-income households. Mr. Collishaw joined Self-Help Enterprises as a VISTA Volunteer in 1980 and has since served in progressively senior roles across all major program areas. By the time he was appointed Vice President and Director of Development in 2005, he had worked in every business line of the organization. He was selected as President and CEO in 2014. Mr. Collishaw has served on the State Legislature's Housing Element Working Group and is frequently consulted on housing policy at both the state and national levels. He currently serves on the boards of Housing California, California Coalition for Rural Housing, National Rural Housing Coalition, National Farmworker Housing Directors Association, and serves as President of the National Rural Self-Help Housing Association. In 2025, Mr. Collishaw was inducted into Affordable Housing Finance's Hall of Fame, recognizing national leaders whose work has shaped the affordable housing sector. He is a graduate of Colgate University and the Achieving Excellence program at Harvard Kennedy School of Government.

Betsy McGovern-Garcia, Vice President

In July 2023, Betsy McGovern-Garcia was promoted to Vice President of Self-Help Enterprises, a position not previously filled since 2014. Ms. McGovern-Garcia has over 17 years of experience in affordable housing development and has served with SHE for more than a decade. As Vice President, Ms. McGovern-Garcia oversees all Real Estate Development activities, including multifamily development, housing rehabilitation, accessory dwelling unit programs, and strategic partnerships. Her portfolio also includes oversight of Asset Management and Resident Services, supporting integrated project delivery and long-term compliance. Ms. McGovern-Garcia has extensive experience in project management, grant compliance, financing, and reporting, with expertise in HOME, CDBG, LIHTC, and USDA Rural Development programs. Prior to joining SHE, Ms. McGovern-Garcia served as Natural Resource Conservation Analyst for the City of Visalia and as Project Manager for the City of Tulare, where she secured and administered more than \$6 million in grant and loan funding. Ms. McGovern-Garcia holds a Master of Business Administration from St. Ambrose University and is a LEED Accredited Professional. She is also a graduate of the Achieving Excellence program at Harvard Kennedy School of Government.

Heather Mendonca, Assistant Director – Real Estate Development

Heather Mendonca is an Assistant Director of Real Estate Development at Self-Help Enterprises, where she helps lead the organization's diverse housing portfolio, including both multifamily and single-family developments, as well as land trust administration. Ms. Mendonca joined Self-Help Enterprises in 2022 as a Senior Project Manager and has since advanced into her current leadership role. As an Assistant Director, Ms. Mendonca oversees multiple members of the Real Estate Development team and coordinates a broad range of activities, including relationship management with key stakeholders, financial analysis of projects and acquisitions, and strategic

planning for affordable housing development. She also supervises funding applications to public and private lenders. As an experienced real estate professional with more than two decades of expertise spanning resale, new construction, and land development, Ms. Mendonca brings a deep understanding of both the resale and builder markets, along with a strong commitment to expanding affordable housing opportunities across California's Central Valley.

Shelia Scheitrum, Assistant Director – Real Estate Development

Sheila Scheitrum is an affordable housing professional with over a decade of experience. She currently serves as an Assistant Director of Real Estate Development at Self-Help Enterprises, where she helps lead the planning, financing, and execution of affordable housing developments across California's Central Valley. Prior to joining Self-Help, Ms. Scheitrum served as a Development Director for Volunteers of America National Services, overseeing developments throughout California, Northern Nevada, and Colorado. Ms. Scheitrum also worked with the Fresno Housing Authority, securing tax credits and public and private funding while managing entitlements and construction for large-scale developments. Ms. Scheitrum brings a solution-oriented approach, grounded in equity and collaboration to expanding housing opportunities through strong public, private, and community partnerships.

Melissa Valdez, Assistant Director - Strategic Partnerships

Melissa Valdez joined Self-Help Enterprises in 2001 and has held progressively responsible positions within the organization. As Manager of the Housing Rehabilitation Program, Ms. Valdez oversaw program implementation, including regulatory compliance, applicant eligibility determinations, loan approvals, and administrative systems. She also served as the primary liaison among lenders, title companies, and other program partners. In early 2023, Ms. Valdez was appointed Assistant Director of Strategic Partnerships within the Real Estate Development Division. In this role, she is responsible for oversight of grant administration, partner coordination, housing rehabilitation programs, single-family acquisition and rehabilitation activities, accessory dwelling unit initiatives, and long-term monitoring of non-SHE multifamily properties.

Craig Chew, Administrative Analyst - Strategic Partnerships

Craig Chew joined Self-Help Enterprises in 2022 after over 6 years with Habitat for Humanity of Tulare/Kings Counties, where he oversaw the organization's grant administration, including CDBG-funded home repair programs in the Cities of Visalia and Tulare. Duties performed included application submission, grant/contract tracking, invoicing, reporting, and correspondence with funding entities. Mr. Chew responsibilities include grant writing, grant management/monitoring, fiscal reports, budget monitoring, record keeping, compliance, program and project environmental reviews, partner-jurisdiction relations, communication with HCD staff, interpretation of regulations, and procedure development. Mr. Chew holds a bachelor's degree in business administration from Azusa Pacific University.

Patty Garcia, Fiscal Analyst – Strategic Partnerships

Patty Garcia joined Self-Help Enterprises in 2009, initially serving in the Foreclosure Counseling department. After a brief departure in 2012, she returned to the organization in 2019 as a loan processor for the Housing Rehabilitation program. In her current role, Ms. Garcia is responsible for grant invoicing and fiscal oversight, including budget monitoring and financial reporting. She holds two bachelor's degrees in Spanish and criminal justice from California State University, Sacramento.

C. EXPERIENCE

Loan and Construction Experience:

Self-Help Enterprises has considerable loan experience, with a history of providing services that meet Federal, State, and local regulations including tasks such as determining income and property eligibility and all phases of loan processing. This experience is evidenced by the thousands of San Joaquin Valley residents SHE has assisted.

Self-Help Enterprises' production includes the following completions from 1965 through November 2025:

- Rehabilitated and provided emergency home repairs to 7,162 homes;
- Provided affordable financing to 3,166 first-time homebuyers;
- Built 6,683 new single-family homes;
- Developed, owns, and operates, 65 multifamily rental housing projects containing 3,107 units, including Los Arroyos Apartments in the City of Farmersville;
- Aided community utility districts in providing 36,087 sewer and water connections throughout the Valley; and
- Aided 1,018 households with access to safe drinking water

In a proactive pursuit of promoting affordable housing, SHE expanded its services to include acquisition of existing housing stock in need of repairs and acquisition of vacant single-family infill lots. SHE works with local agencies through a variety of methods to facilitate the purchase, rehabilitation, and construction of affordable housing within established neighborhoods, with subsequent resale to low-income families. Since 1994, 43 homes have been rehabilitated or constructed and sold through this initiative.

Self-Help Enterprises is a licensed contractor (license number 258724; classification B) in good standing with the State of California (see Exhibit B, SHE's Contractor Certification).

Grant Writing and Implementation Experience

SHE has a proven track record of effectively managing grants from a variety of sources, including HUD, USDA, and the State of California. Beyond housing programs, SHE's experience encompasses public service and infrastructure projects spanning nine counties in the San Joaquin Valley (Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, and Tulare). SHE has prepared 650 successful grant applications for housing programs, 50 public services, and 33 infrastructure projects.

SHE currently administers over 90 program contracts (Housing Rehabilitation, First-Time Homebuyer, and Accessory Dwelling Unit) funded by Community Development Block Grant (CDBG), CalHome, Permanent Local Housing Allocation (PLHA), HOME Investment Partnerships Program (HOME), and USDA Housing Preservation Grant (HPG) funds in 25 local jurisdictions across the 9-county service area. Additionally, SHE has administered 22 CDBG-CV Programs for COVID-19 pandemic-related Subsistence Payments and Business Assistance in Fresno, Kern, Kings, Merced, and Tulare Counties.

SHE's Current HOME Program Administrative Roles

SHE currently serves as the administrative subcontractor of HOME first-time homebuyer and owner-occupied rehabilitation programs for the following jurisdictions: City of Corcoran, City of Farmersville, City of Woodlake, County of Kings, and County of Merced. This role was secured through the submission of successful proposals in response to RFP's issued by the jurisdictions.

As the administrative subcontractor of HOME programs, SHE's duties include:

- Preparation and clearance of grant general set-up conditions;
- Preparation of NEPA environmental review documents for single-family sites, including consultation with the State Historical Preservation Office, as necessary;
- Monitoring of labor standards for single-family owner-occupied rehab projects, as applicable;
- Monitoring for compliance with State and Federal regulations;
- Monitoring of grant performance and expenditure milestones;
- Preparation and submission of grant disbursement requests, including review of project expenses to ensure all costs are accounted for;
- Preparation and submission of all required quarterly and annual reports to HCD;
- Correspondence with HCD for program updates and technical assistance as needed.

SHE's Current HOME Long-Term Monitoring Roles

SHE provides monitoring and compliance services for non-SHE constructed multifamily rental housing units that were financed, in part, with HOME funds. SHE contracts with local jurisdictions on an annual basis to provide the long-term monitoring and compliance services required of these projects. Annual monitoring is required for the length of the affordability period of projects whose financing includes HOME loans. These services include:

- Project site visits to inspect the property and ensure compliance with HOME property standards;
- Review of resident files for HOME administrative compliance, including review of lease agreements, income verifications, occupancy standards and utility allowances;
- Completion of HCD forms, including the Annual Monitoring Report and Project Compliance Report;
- Determination of any findings/concerns as a result of site inspections/file review, and ensure timely property management follow through with addressing any issues;
- Provide a summary/clearance letter to conclude the annual monitoring .

SHE's HOME long-term monitoring experience is as follows:

- o City of Coalinga – 1 HOME multifamily project site; 2018 – current
- o City of Dinuba – 3 HOME multifamily project sites; 2018 – current
- o City of Exeter – 1 HOME multifamily project site; 2013-2023
- o City of Farmersville – 1 HOME multifamily project site; 2016 – current
- o City of Woodlake – 3 HOME multifamily project sites; 2013 - current
- o County of Kings – 1 HOME multifamily project site; 2013 – current

SHE provides project management to multifamily rental housing projects that included financing via HOME funds. In this role, SHE writes funding applications for HOME multifamily project funds, coordinates with developers and third-party contractors to ensure construction/expenditure timelines are met, review invoices from contractors, and prepares disbursement requests for

eligible HOME expenses. SHE is currently in the predevelopment stage of an affordable senior living community in the City of Selma which will utilize HOME funds.

See Exhibit C – Examples of recent multifamily projects with HOME financing

D. REFERENCES

Jurisdiction: County of Merced

Services provided by SHE:

- SHE partnered with the County in the development of two multifamily rental housing communities, Bear Creek in the City of Planada, and Casitas del Sol in the City of Livingston, which were completed in 1980 and 2001, respectively. SHE provided project management for these projects, including predevelopment and construction oversight.
- SHE is contracted with the County of Merced through 11/18/2030 to provide grant writing and housing program implementation services for first-time homebuyer and housing rehabilitation services.

Contact Person: Nicole Ubbink, Director of Administrative Services

Email: Nicole.Ubbink@countyofmerced.com

Telephone: 209-385-7686 ext. 4161

Jurisdiction: City of Tulare

Services provided by SHE:

- SHE partnered with the City in the development of Santa Fe Commons, an 81-unit affordable rental community that includes units designated for persons transitioning from homelessness. SHE provided project management, including development and construction oversight for this project, which was completed in 2023.
- SHE is contracted through 06/30/2026 to utilize City CDBG funding to implement Minor Home Rehab Program, serving qualified homeowners within City limits.
- SHE is contracted with the City through 06/30/2027 to implement a manufactured-home rehab-replacement program utilizing Manufactured Housing Opportunity & Revitalization Program (MORE) funding.
- SHE is contracted with the City through 10/01/2028 to implement first-time homebuyer and housing rehabilitation programs using HOME and CalHome funds, as funding becomes available.

Contact Person: Alexis Costales, Housing and Grants Manager

Email: acostales@tulare.ca.gov

Telephone: 559-684-4224

Jurisdiction: City of Visalia

Services provided by SHE:

- SHE is the City of Visalia's designated Community Housing Development Organization (CHDO). This partnership allows the City to utilize HOME-CHDO funding to acquire, develop, and/or rehab existing single and multi-family properties within City limits. Most recently, this funding helped to finance the development and construction of The Lofts at Fort Visalia, a 73-unit multi-family site serving households at-or-below 60% area-median-income, which was completed in 2024. SHE provided project management for this project, including predevelopment and construction oversight.

- SHE is contracted with the City through 06/30/2026 to utilize CDBG funding to implement a Senior Mobile Home Repair Program, providing assistance to qualified senior mobile-home owners within City limits.
- SHE is contracted with the City through 06/30/2026 to utilize CDBG funding to implement a Single-Family Home Repair Program, providing assistance to qualified single-family homeowners within City limits.

Contact Person: Margie Perez, Housing Specialist

Email: Margie.Perez@visalia.gov

Telephone: 559-713-4460

E. PROPOSED APPROACH

Tasks/Services: SHE's administrative subcontractor services shall be implemented in accordance with the scope of work adopted by the City, which includes the following tasks to be performed by SHE staff:

- A. Ensuring proper completion and submission of all financial and performance reports required by the HOME Program (i.e., monthly project status reports, quarterly, annual [applicable sections], close-out, etc.). Completion and submission of these reports is dependent upon the City's and Pacific West Communities, Inc.'s (the "DEVELOPER") timely completion and submission of their responsibilities associated with this project.
- B. Attendance at all appropriate public meetings, if requested by the City.
- C. Preparation and submission to HCD and the City a file containing all of the necessary materials to meet the Set-Up and Disbursement Conditions outlined in the HOME Standard Agreement, Exhibit B, Sections 2-4. Completion and submission of this file is dependent upon the City's and Developer's timely completion and submission of their responsibilities associated with the compilation of this file.
- D. Establishing and maintaining administrative files in accordance with the system preferred by HCD, outlined in the HOME contract management manual. This includes maintaining the required Public Information Binder.
- E. Direct participation in any monitoring by the state or other agencies (if requested) and provide the necessary documents and files for such monitoring visits. Administrative Subcontractor will advocate on the City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the Administrative Subcontractor.
- F. Providing the City with updates as to project status on a regular basis.
- G. Preparation of a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities. The City has agreed that this manual can be structured to contain pertinent sections of HOME information previously developed by HCD/HOME.

- H. Monitoring program milestones and recommend activity/budget amendments as necessary.
- I. Facilitation of communications between the Developer, City staff and HCD/HOME representatives, and the owner entity.
- J. Apprising the City of all applicable federal and state requirements related to the HOME funds and facilitate the meeting of such requirements.

SHE will hire third-party contractors to carry out the following tasks:

- K. Preparation of the applicable level of NEPA environmental clearance on behalf of the City, including the Statutory Worksheet and Environmental Assessment as required, on HOME required forms. This shall also include preparation of documents required by the HOME program for the City to receive the Authority to Use Grant Funds from the State HOME program.
- L. Monitoring of all applicable Federal Labor Standard Requirements to ensure compliance. If State Prevailing wage requirements are required for this project, SHE's subcontractor shall ensure that the higher of the two wages is paid. SHE's subcontractor will update the City's Labor Standards Compliance Officer on a weekly basis or as needed during the project and maintain files required by the HOME program

F. AVAILABILITY

Program/Project Management

General Administration - approximately 450-500 hours per year of funding cycle

(1) Staff - General administration tasks will be completed by the following staff positions:

- (a) Assistant Director
- (b) Administrative Analyst
- (c) Fiscal Analyst

(2) Tasks include the following as applicable:

- (a) Project invoices;
- (b) Progress reports;
- (c) Monitoring, including federal and State compliance;
- (d) Financial reports;
- (e) Communication with City staff/Developer;
- (f) Liaison with the State;
- (g) Monitor milestone progress;
- (h) Public Hearing documents/publications/attendance;
- (i) Grant reports;
- (j) Funds requests;
- (k) Public information binders;
- (l) Grant set-up/closeout;
- (m) Preparation of disbursement requests;
- (n) Other HOME-eligible administrative tasks necessary for successful administration of the grant.

Activity Delivery – approximately 150-200 hours per year of grant cycle

(1) Staff – Activity delivery tasks will be completed by third-party contractors as hired and overseen by the following staff position:

(a) Assistant Director

(2) Tasks include the following:

(a) Preparation of Project-specific environmental reviews, including NEPA documents and SHPO consultation (if necessary)

(b) Ongoing communication and review of documentation to ensure compliance with all applicable Federal Labor Standards Requirements including prevailing wage requirements

Meetings/Timelines/City Responsibilities

- An initial meeting may be held between Developer, City and SHE staff for staff introductions and to set expectations and timelines, particularly timelines established by HCD.
- Meetings may be scheduled as needed to review policies/procedures, address project issues, or other concerns.
- City shall notify SHE of any issues with developer and/or owner entity that may affect timely project completion.
- Other City and Developer responsibilities and obligations as required for successful completion of administrative tasks.

G. FEES FOR TASKS/SERVICES

Self-Help Enterprises' (SHE) proposal for services will not exceed the maximum available for General Administration and Activity Delivery as permitted by the commitment of HOME funds from HCD to the City. SHE does not charge a retainer fee for services, nor is a retaining fee required for additional services. In the event that SHE is selected and a contract is awarded, actual budgets and tasks may be negotiated. Fees include a 120-day price guarantee.

Proposed fee structure:

Staffing Costs (includes Salary and Fringe Benefits)	\$87,682.67
Indirect Costs (19.75% of Salary & Fringe Benefits)	\$17,317.33
Operating Costs	\$20,000.00
<u>Third-party contractor(s)</u>	<u>\$75,000.00</u>
Total SHE Fee (for a 3-year period)	\$200,000.00

Attachments:

- **Exhibit A – Statement of Values**
- **Exhibit B – Contractor's Information**
- **Exhibit C – Examples of recent multifamily projects with HOME financing**
- **Conflict of Interest Statement**
- **SHE's Negotiated Indirect Cost Rate Certification**
- **Insurance Information – to be provided upon award**

EXHIBIT A

Self-Help Enterprises

STATEMENT OF VALUES

In supporting the efforts of low-income residents of the San Joaquin Valley to improve their living conditions, we are committed to dealing responsibly and ethically with participants, communities, funding agencies and each other. Toward this goal, the Board and staff of Self-Help Enterprises will incorporate these values in all we do.

Participants are our primary responsibility and will be treated with dignity and respect. In an atmosphere of trust, open communication will be the basis for responding to participants' identified needs. While receiving services, participants will have the opportunity to develop the skills which enable them to better provide for themselves and their communities. Our relationship will be one of working with, rather than working for, the individuals and families who participate in our program.

The involvement of communities in our local activities will be encouraged through open and honest communication. With respect for the democratic process, we will work cooperatively with communities and their officials to identify and address the needs of low-income residents. Communities will be kept aware of resources available to meet local needs.

We will cooperate in full cognizance and compliance with contractual relationships and honor the commitments we make with funding agencies. We will endeavor to contain costs while providing quality services. It is equally our responsibility to represent to funding agencies the needs of low-income people. While working cooperatively with agencies to improve the delivery of services, we will work to understand and respect the rationale of the regulatory process.

Within Self-Help Enterprises, personal and professional needs will be respected and the qualities of fairness and cooperation in staff relationships will be encouraged. Rights and responsibilities will be clearly stated. Fair and adequate compensation, opportunities for training and professional development, and a safe work environment will be provided to all staff.

These values will guide us as we represent the needs and wishes of low-income people to society at large. Participants, community members and all others will be encouraged to join in this mission to provide solutions to identified problems in the communities we serve.

Exhibit B
Contractor's Information

EXHIBIT B

Business Information

SELF HELP ENTERPRISES
P O BOX 6520
VISALIA, CA 93290
Business Phone Number:(559) 651-1000

Entity Corporation
Issue Date 01/25/1989
Expire Date 04/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100929664

Bond Amount: \$25,000

Effective Date: 12/31/2024

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **W150206487** for THOMAS JARRETT COLLISHAW in the amount of **\$25,000** with OLD REPUBLIC SURETY COMPANY.

Effective Date: 01/01/2023

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INDENITY ASSURANCE COMPANY OF NORTH AMERICA

Policy Number: C72364110

Effective Date: 10/01/2024

Expire Date: 10/01/2025

Workers' Compensation History

Exhibit C
Recent SHE Multifamily Projects
with HOME Funding



**Self-Help
Enterprises**

Cherry Crossing

1360 Cherry Ave, Sanger, CA 93657



“

It's been a blessing to me. I'm very appreciative for this opportunity and this new journey. Sanger's like my community, I grew up here, my family's here, and I'm just glad that I'm still here.

”

- Jasmin Paz, Resident of Cherry Crossing

Features

- Affordable housing project located in Sanger (Fresno County) designed to meet the needs farmworkers and low-income families
- 72-unit multifamily housing development offering restricted units at or below 60% AMI, with 18 units designated for farmworker families.
- Unit mix includes 24 one-bedroom, 24 two-bedroom units, and 24 three-bedroom units, and community building which offers office spaces, kitchen, restrooms, laundry room, computer lab, and outdoor common area
- Residents are offered Zumba/Bailoterapia on-site to support active lifestyles
- Programs for adult education & skills building available such as CVIIC (Tu Sueno, Tu Negocio: Starting Your Own Business) taking place from October 28- November 20, 2025.
- Workforce development opportunities provided by partners of Self-Help Enterprises to empower farmworkers and their families through education, training, jobs, and support services.
- Plans to expand Cherry Crossing with a second phase anticipated to begin construction in October 2027. The development will have 64 units, and 32 will be designated for farmworker families

Financing

Phase I:

- Fresno County HOME - \$1,000,000
- Multifamily Housing Program (MHP) - \$9,522,413
- Joe Serna Jr. Farmworker Housing Grant (FWHG) Program - \$3,165,160
- US Bank Equity (9% tax credit) - \$22,310,325

Phase II (pending close of construction financing):

- Fresno HOME - \$1,000,000
- FWHG HCD Program - \$11,752,776
- US Bank Equity - \$21,568,943

Project Timeline

- Phase I completed June 2025
- Phase II completion anticipated October 2027

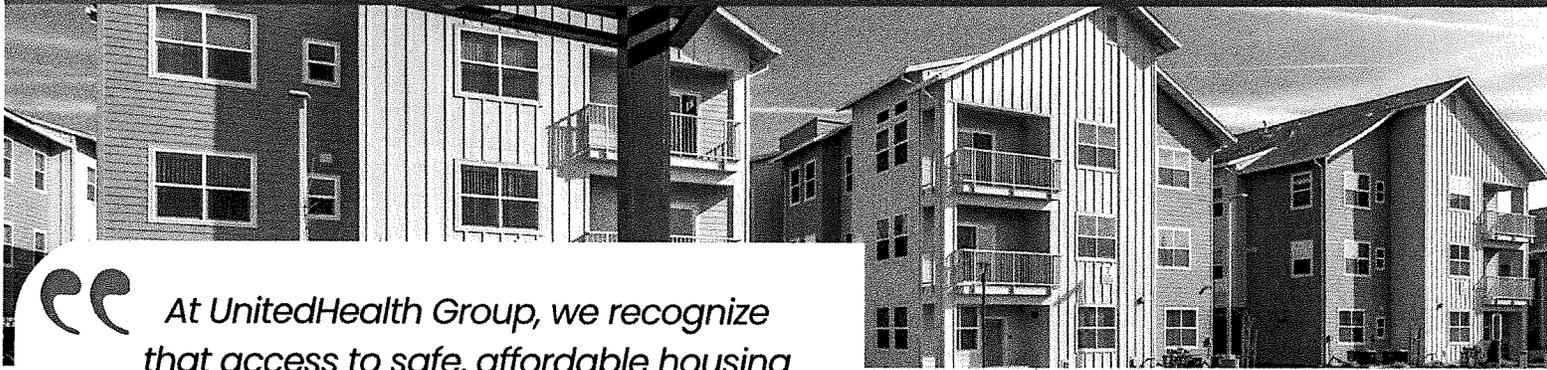




Self-Help
Enterprises

Guardian Village

601 E 11th Street, Reedley, CA



“ At UnitedHealth Group, we recognize that access to safe, affordable housing has a strong correlation with improved health and quality of life and community vitality. ”

- Steve Cain, CEO of UnitedHealthcare of California,
part of UnitedHealth Group

Financing

- HOME - \$475,000
- Permanent Local Housing Allocation (PLHA) - \$1,775,000
- Local Government Matching Grants (LGMG) - \$2,381,832
- Joe Serna Jr Farmworker Housing Grant (FWHG)- \$2,133,066
- Neighborworks Sponsor Loan - \$1,000,000
- UnitedHealth Group - \$14,352,000
- United Health Group HAP - \$1,400,000 (\$100,000 provided annually)
- City of Reedley Impact Fee Waiver - \$131,832
- Bellwether Perm Loan (USDA RD 538 Guarantee) - \$1,197,000
- Enterprise Community Partners Equity (9% tax credit) - \$13,693,295

Features

- Completed in December 2024
- 48-unit multifamily affordable housing development available for residents at or below 50% AMI with 15 units reserved for farmworker families
- Unit mix includes one-, two-, and three-bedroom units and community buildings with office spaces, laundry facilities, kitchen, maintenance and storage areas. Outdoor amenities provided such as picnic area, barbeque area, and playground
- On-site services to help residents achieve their health goals and improve their quality of life are available through the Health Action Plan (HAP) funded by UnitedHealth Group



Guardian Village was built on surplus state land made available by Executive Order N-06-19 to support affordable housing. The site was developed through a 99-year lease with the State of California, making it the **second surplus site completed in California pursuant to the Executive Order.**





**Self-Help
Enterprises**

"The Lofts is truly a community asset, linking to Visalia's history while investing in our present and in the future. It represents the very best of community development, and I feel incredibly honored to be a small part of it."

- Peter Carey, former SHE President/CEO

The Lofts at Fort Visalia

340 E. Oak Ave, Visalia, CA 93291

Features

Provides high quality living spaces:

- Completed and open to residents October 2023
- Unit mix includes 50 one-bedroom and 23 two-bedroom units serving households at or below 60% AMI, with a community center equipped with a computer lab, laundry facilities, and various sustainability features with the goal of making these residences grid neutral/zero net energy
- 40 one-bedroom units are set aside as Permanent Supportive Housing (PSH) for individuals experiencing homelessness
- Resident services offered on-site include contracted behavioral health and housing stability services funded by Tulare County, with additional services coordinated by Self-Help Enterprises includes job training, health and medical referrals, financial literacy and homebuyer education

Enhances the downtown arts district:

- 7 lofts are reserved for local artists, and commercial space provides permanent office and gallery space for the Arts Consortium, offering art services and engagement to the community
- Additional spaces include the Heritage Room with artifacts, photos and details of the original Fort Visalia, operated by Visalia Heritage organization, and the Peter N. Carey Gallery, which honors SHE's former CEO and his dedication to housing

Financing

- Visalia HOME - \$2,350,898
- Tulare County HCD No Place Like Home (NPLH) - \$9,286,076
- Tulare County Permanent Local Housing Allocation (PLHA) - \$1,167,168
- City of Visalia - \$329,330
- Certificated State Credits - \$6,336,187
- Hudson Housing Capital Equity (9% tax credits) - \$13,161,235
- Deferred Developer Fee - \$1,075,079
- The City of Visalia partnered on the project by providing expedited permitting funding, technical assistance with FEMA and ADA issues, and a 25% impact fee waiver.

The Lofts site is believed to be the original location of Fort Visalia. Visalia Heritage, the local historic agency, partnered on the project including ground penetrating radar, and a diorama in the Heritage Room located on-site.

Additional Attachments



A Nonprofit Housing and Community Development Organization

Conflict of Interest Statement

To whom it may concern,

This letter serves to assure that I, Thomas J. Collishaw, President/CEO of Self-Help Enterprises (SHE), affirm that no official or employee of the City of Farmersville (CITY), nor any business entity in which an official of the CITY has an interest, has been employed or retained to solicit or assist in the procuring of a resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the CITY.

Signature: _____

Title: President/CEO

Date: _____

12/17/25



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

Nonprofit Organization Indirect Cost Negotiation Agreement

EIN: 94-1592676

Date: 09/02/2025

Organization:

Report Number: 2025-0449

Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290

Filing Ref.:
Last Negotiation Agreement
dated: 08/17/2023

The indirect cost rates contained herein are for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR Part 200 apply subject to the limitations contained in Section II.A. of this agreement. The rates were negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Start Date	End Date	Rate Type	Rate Details				
07/01/2025	06/30/2026	Predetermined	Name	Rate	Base	Location	Applicable To
			Indirect	19.75 %	(A)	All	All Programs
07/01/2026	06/30/2027	Predetermined	Name	Rate	Base	Location	Applicable To
			Indirect	19.75 %	(A)	All	All Programs

(A) Base: Total direct salaries and wages, including fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages and related fringe benefits should be summed and multiplied by the rate. All other program costs should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Treatment of paid absences: Vacation, holiday, sick leave, and other paid absences are included in salaries and wages and are claimed on grants, contracts, and other agreements as part of the normal cost for the salaries and wages. Separate claims for the costs of these paid absences are not made.

Section II: General

- A. **Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D. **Rate Type:**
1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
 2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
 3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.
- F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the

Section II: General (continued)

affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

J. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
3. This Negotiation Agreement is entered into under the terms of an Interagency Agreement between the U.S. Department of the Interior and the cognizant agency. No presumption of federal cognizance over audits or indirect cost negotiations arises as a result of this Agreement.
4. Organizations that have previously established indirect cost rates—exclusive of the *de minimis* rate—must submit a new indirect cost proposal to the cognizant agency for indirect costs within six (6) months after the close of each fiscal year.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the Nonprofit Organization

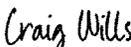
By the Cognizant Federal Government Agency

Self-Help Enterprises

US Department of Agriculture - RHS

Signed by:

AC1F467D110E4B1...

DocuSigned by:

B47DB1F4A5DB4BF...

Signature

Signature

David Ebenezer

Craig Wills

Name:

Name:

CFO

Division Chief

Indirect Cost & Contract Audit Division

Interior Business Center

Title:

Title:

9/5/2025

9/5/2025

Date

Date

Negotiated by: Karishma Modi
Telephone: (916) 930-3805
Email: karishma_modi@ibc.doi.gov

Next Proposal Due Date: 12/31/2026



City of Farmersville

Administrative Subcontractor Services Proposal

Contact: Whitten Guajardo, Chief Operating Officer

Phone: (949) 620-0912

Email: wguajardo@blaisassoc.com

Website: www.blaisassoc.com

Date: January 06, 2026

B&A | Grant
Services

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A. COVER LETTER

January 06, 2026

Mr. Daymon Qualls
City Manager
City of Farmersville
909 W. Visalia Road,
Farmersville, CA 93223

Subject: B&A Proposal for Provision of Administrative Subcontractor Services to the City of Farmersville

Dear Mr. Qualls:

Blais & Associates, LLC (B&A) is pleased to provide the City of Farmersville with the following proposal for your consideration. It has been our privilege to serve the City of Farmersville as a trusted grant and loan services partner since 2007, providing expert grant and loan administrative services, securing nearly \$31 million in grant and loan funding.

B&A offers a range of grant funding services, including developing strategic funding plans, conducting research, evaluating project competitiveness, writing applications, and managing pre- and post-award administration. It is our pleasure to submit this proposal for Administrative Subcontractor Services to the City for the 2022 and 2023 HOME Program funds.

Our grant and loan management services are designed to ensure compliance, optimize fund utilization, and reduce administrative burden. The City may engage us for any services outlined in this proposal, including federal compliance and regulatory expertise; reporting and documentation assistance; federal accounting and invoicing; procurement and subrecipient compliance; record set-up, maintenance and retention; facilitation of communications with all project stakeholders; and supporting the City with public meetings.

The primary location of services will be our California headquarters.



California Office

7545 Irvine Center Dr., Ste 200
Irvine, CA 92618



Company Name: Blais & Associates, LLC (doing business as "B&A Grant Services")

Company Phone Number: (949) 589-6338

Company Fax Number: (469) 242-2290

Company Email: bizdev@blaisassoc.com

The information presented in this proposal is true and correct. I will serve as your primary point of contact with respect to this proposal and am authorized to bind B&A to the terms of this proposal. All statements in this proposal, including proposal price, remain valid for 90 calendar days from the submission date.

Main Point of Contact: Whitten Guajardo

Main Point of Contact Phone Number: (949) 620-0912

Main Point of Contact Email: wguajardo@blaisassoc.com

We look forward to supporting the City in providing expert administrative subcontractor services for the 2022 and 2023 HOME Program funds.

Respectfully yours,



Whitten Guajardo
Chief Operating Officer

B. KEY PERSONNEL

B&A proposes a **dedicated Grant Management team**, supported as needed by our firm’s full staff of 25 employees. The organizational chart below illustrates the full B&A Team structure and provides further information on the **dedicated Grant Management team**. The Grant Management team (key staff) will remain assigned to this project throughout the completion of the Scope of Services. While not expected, should key staff change, the City will be notified promptly for concurrence. Subconsultants are not proposed to be utilized on this project.

B&A ORGANIZATIONAL CHART



TEAM QUALIFICATIONS AND ROLES



Natale Lessey, B&A’s CEO, is responsible for overall leadership of B&A, including client services and quality control. Natale joined B&A in 2007 and has managed hundreds of grant development projects worth hundreds of millions of dollars in awarded and requested funding. Natale is responsible for high-quality client services across all engagements. She oversees all B&A Client Relationship Directors and Client Relationship Managers, providing strategic guidance on proposal development, client strategy, and client interaction to ensure consistency, responsiveness, and excellence in service delivery.



Whitten Guajardo, B&A's COO, oversees B&A's day-to-day operations and ensures effective execution of B&A's strategic objectives. Whitten manages internal operations across departments, overseeing operations systems, workflows, staffing, performance management, and process improvement to ensure consistency, efficiency, and high-quality service delivery to clients. Whitten partners closely with Natale to implement organizational strategy, scale operations, manage risk, and support sustainable growth across all service lines.



Ursula Drake, B&A's Managing Director of Grant Management, oversees provision of all services related to pre- and post-award grant reporting, administration, and compliance. Ursula brings extensive legislative and federal and state government agency experience to B&A. She oversees and collaborates with the Grant Management Department to ensure compliance with grant agreement terms and conditions, along with preparation of accurate reports and maintenance of detailed records. **Ms. Drake would provide general oversight of the assigned Managers of this project.**



Janet Musolf, B&A's Senior Grant Manager, co-leads comprehensive grant management efforts providing expertise in compliance and reporting. Janet brings extensive experience in public infrastructure, small business innovation, and community development to B&A. She collaborates with the Managing Director and Associate Grant Manager to ensure compliance with all grant terms and conditions, ensures scope and budget are adhered to, and oversees and reviews all reporting. **Ms. Musolf would serve as the Lead Manager of this Project. See additional information on the next page for Ms. Musolf's direct experience with similar projects.**



Rachel Spence, B&A's Associate Grant Manager, co-leads comprehensive grant management efforts providing expertise in environmental issues, community development, workforce development, and research and innovation. She collaborates with the Managing Director and Senior Grant Manager preparing all deliverables and reports ensuring accuracy and transparency, provides data collection and review, advises on procurement compliance, and supports community engagement and workforce development efforts. **Ms. Spence would serve as the Associate Grant Manager of this project, supporting Ms. Musolf's management efforts.**

Please see full resumes of the **dedicated Grant Management Team** provided in Appendix A.

Ms. Musolf brings extensive expertise and experience with U.S. Department of Housing and Urban Development HOME Investment Partnership funding.

1) Transitional Housing experience:

- Served as the local Program and Construction Manager for the development of six transitional housing units dedicated to displaced women and children. This project involved the adaptive reuse of an existing structure, transforming it into six two-bedroom apartments complemented by communal living spaces, educational facilities, and administrative offices for onsite support staff.
 - The project was supported by a diverse capital stack exceeding ten federal, state, and private sources. Key funding vehicles included local U.S. Department of Housing and Urban Development HOME Investment Partnership Program (HOME) allocations, Congressionally Directed Spending, financial institution trust funds, and private foundation grants.

2) Senior Housing experience:

- Served as the local Program and Construction Manager for the creation of a 50-unit senior affordable housing unit complex. The project consisted of a new construction, two story V-shaped building with 49 – 1 bedroom units and 1 – 2 bedroom manager unit.
 - The project included Section 202 Capital Advance Grant Program Funds with a 40-year performance period; a grant from the U.S. Department of Housing and Urban Development providing rental assistance (operating subsidies); and local U.S. Department of Housing and Urban Development's HOME Investment Partnership funding.
- Served as the local Program Manager for the development of a 40-unit senior affordable housing unit complex. The project developed 8 – 1 bedroom units plus 32 – 2 bedroom units, all with garages.
 - The project included state low-income housing tax credits; state housing development assistance funds; developer financing/deferred fees and local U.S. Department of Housing and Urban Development's HOME Investment Partnership funding.
- Served as the local Program Manager for the formation of a 40-unit senior affordable housing unit complex located on approximately 10 acres of land. The project developed 40 – 1 bedroom/1 bathroom units with single vehicle attached garages.
 - The project included state low-income housing tax credits; state housing development assistance funds; developer financing/deferred fees and local U.S. Department of Housing and Urban Development's HOME Investment Partnership funding.

Key responsibilities for the above projects included:

- Awarded and administered grants, cooperative agreements, or other related instruments;

- Designed, developed, implemented, and interpreted grants/assistance management policies, procedures, and practices;
- Served as liaison between the Government and awardee organization;
- Determined awardee eligibility using formulas and methodology and established eligibility criteria, such as competitive rating factors;
- Announced programs and solicited applications or proposals for funding under assistance awards;
- Reviewed, analyzed, and evaluated grants/assistance applications, plans, and estimates;
- Negotiated terms and conditions of grants/assistance awards to include costs, schedules, and oversight responsibilities;
- Prepared, processed, issued, and tracked grants/assistance awards and compliance with reporting requirements;
- Conducted program evaluation, including monitoring and assessing awardee performance, and establishing performance measures;
- Monitored, assessed, and ensured awardee complied with all terms and conditions of award;
- Ensured recipients of Federal funds complied with Government's requirements;
- Performed final review of completed awards, making appropriate adjustments or disallowances, and processing close-outs;
- Performed onsite inspections;
- Reviewed and conducted employee interviews of Davis-Bacon Weekly Certified Payroll forms for correctness and compliance;
- Ensured compliance with all regulatory and legal requirements;
- Advised and guided clients throughout the grant lifecycle to ensure successful completion of the grant-funded project;
- Reviewed grant agreements, funding opportunities, and guidelines to establish and monitor projects schedules and compliance to ensure reporting deadlines, budget and programmatic schedule and requirements are adhered to;
- Prepared and submitted required grant deliverables on schedule and in a format as determined by the grantor;
- Worked closely with the client's project managers, partners, and grantors to ensure programmatic mission and compliance;
- Prepared and submitted budgets, expenditures, and reimbursement to ensure targets were met;
- Prepared and submitted budget/programmatic amendment requests, as necessary; and
- Created and maintained detailed files and documentation to meet comprehensive audit requirements.

C. QUALIFICATIONS/EXPERIENCE

B&A is a full-service Limited Liability Corporation (LLC) offering comprehensive grant consulting services. Since our founding in 2000, we have accumulated over 25 years of experience providing strategic grant research, writing, and management services to municipal governments, regional public agencies, and various specialized sectors. We work with cities, towns, water districts, and councils of governments, addressing needs in areas such as Public Works, Parks and Recreation, Transportation, Economic Development, Public Health, Public Safety/Fire, and Water. With offices in southern California and Texas, B&A's team of over 25 professionals works remotely across the United States. This enables us to leverage a broad range of expertise in municipal government grant services.

Mission. Our mission is to provide the highest quality, full-spectrum grant support services that empower our clients to identify, pursue, and implement programs improving the communities they serve. Our mission statement is:

"We serve our clients with premier grant solutions that improve the quality of life for our communities."

Licensing. Although licensing is not required for grant consultants, B&A upholds professional standards through active memberships in the Grant Professionals Association (GPA), the National Grants Management Association (NGMA), and the American Grant Writers Association (AGWA). We adhere to the code of ethics established by these organizations, reflecting our commitment to excellence and integrity in grant consulting.

B&A'S EXPERIENCE

Over the past 25 years, B&A has managed and reported on hundreds of grant and loan agreements, administering over \$600 million in awarded funds.

B&A's grant management roster includes over \$295 million successfully managed grant dollars. Table 1 shows examples of funded grants and loans administered by B&A, with specific focus on experience with similar projects.

Funding Agency	Grant Program	Client Name	Project	Years Managed	Grant Amount
U.S. Department of Housing and Urban Development	FY 2024 Community and Project Funding	City of Delano	Well 42 Equipping and Treating	2025 – present	\$6,000,000

U.S. Department of Housing and Urban Development	FY 2023 Community Project Funding	American Veterans Assistance Group	Community Project Funding	2024 – present	\$1,000,000
U.S. Department of Housing and Urban Development	FY 2024 Community Project Funding	City of Farmersville	City Streetlight Additions for Public Safety	2024 - present	\$500,000
State of California Housing and Community Development	Local Early Action Planning Grants Program	City of Farmersville	Local Early Action Planning	2022 - 2023	\$65,000
State of California Housing and Community Development	SB2 Planning Grant Program	City of Farmersville	Farmersville HCD SB2 Planning Grant	2020 - 2023	\$160,000
U.S. Department of Housing and Community Development	Community Development Block Grant Program	City of Farmersville	Farmersville Environmental Clearance and Engineering Planning for Alley Improvement Project	2020 – 2023	\$250,000
U.S. Department of Agriculture	USDA Rural Development Loan Program	City of Farmersville	Wastewater Treatment Facility Capacity Enhancements and Water Quality Improvements	2018 – 2022	\$5,000,000
California State Water Resources Control Board	Clean Water State Revolving Loan Program	City of Farmersville	Wastewater Treatment Facility Capacity Enhancements and Water Quality Improvements	2018 - 2022	\$12,683,881
California State Water Resources Control Board	Clean Water State Revolving Loan	Western Municipal Water District	Chino Desalter Phase 3 Expansion	2015 – 2020	\$35,794,100
California State Water Resources Control Board	Clean Water State Revolving Loan	Western Riverside County Regional Wastewater Authority	Wastewater Authority Plant Expansion	2014 - 2017	\$72,620,000

GRANT MANAGEMENT SERVICES – COST SAVINGS AND COMPLIANCE SUPPORT

For over two decades, B&A has delivered comprehensive pre- and post-award grant administration services for hundreds of funding agreements, supporting municipalities and public agencies in achieving full lifecycle grant success. Our deep expertise with federal compliance and reporting requirements is extensive and includes a myriad of topics including federal procurement, environmental law, human subject protection, prevailing wage and labor compliance, Build America Buy America, American Iron and Steel, and many others. We approach each engagement with precision, responsiveness, and a commitment to excellence – recognizing a well-managed grant today lays the foundation for future funding success. The B&A team ensures that every award is administered with full regulatory alignment, timely reporting, and audit-ready documentation. Whether navigating multi-agency funding streams or closing out a single-source grant, we bring the same level of rigor and enthusiasm to every assignment – because we understand the City's credibility with funders depends on it.

B&A has provided pre- and post-award grant management assistance for hundreds of funding agreements in the past two decades.

B&A delivers grant management services that generate measurable cost savings and operational efficiencies for our clients. By engaging the B&A team, our clients avoid the overhead of hiring full-time staff solely for grant administration while gaining access to the collective expertise of seasoned professionals well-versed in public sector funding.

Our Grant Management team ensures that every awarded project remains compliant with federal, state, and local regulations. We help our clients stay on budget, meet critical reporting deadlines, and maintain momentum throughout the lifecycle of the grant. In the event of an audit, we provide hands-on support, documentation, and guidance to navigate the process with confidence.

One of the most significant advantages B&A offers is continuity. Staff turnover can disrupt grant administration and jeopardize compliance. B&A acts as a steady partner across projects, preserving institutional knowledge and onboarding personnel efficiently. This continuity reduces risk, saves valuable staff time, and ensures that grant-funded initiatives remain well-managed regardless of internal transitions.

In short, B&A offers a reliable, cost-effective solution for clients seeking to maximize the impact of their awarded funds while maintaining full compliance and operational stability.

D. PROPOSED APPROACH TO SCOPE OF WORK

B&A delivers comprehensive grant management services designed to ensure the successful implementation, administration, and compliance of awarded funding. B&A's team of experienced grant professionals supports clients across the full lifecycle of grant-funded projects, offering tailored solutions that align with federal, state, and local requirements.

Based on the requested Scope of Work in RFP 23-HOME-16305 and B&A's current understanding of the state and federal regulations for the HOME Program, B&A proposes the following approach to the Scope of Work.

1. Reporting and Documentation Management

B&A Grant Services will prepare, complete, and submit all financial and performance reports required under the HOME Investment Partnerships Program in accordance with 24 CFR §92.508 and the reporting requirements outlined in the City's HOME Standard Agreement. This includes monthly project status reports, quarterly and annual reporting (as applicable), and all close-out documentation required under 24 CFR §92.508.

In addition, all reporting will follow the formats, timelines, and documentation standards outlined in the HCD HOME Contract Management Manual and Title 25 CCR §8216, ensuring full alignment with California-specific requirements. All submissions will be coordinated with the City and the Developer to ensure timely receipt of prerequisite information.

2. Participation in Public Meetings

At the City's request, B&A will virtually attend and participate in all appropriate public meetings to support transparency and compliance with public participation expectations and applicable with federal and local requirements. When applicable, B&A will also ensure that public information requirements outlined in the HCD Contract Management Manual are met.

3. Preparation of Set-Up and Disbursement Conditions File

B&A will prepare and submit the complete Set-Up and Disbursement Conditions file to HCD and the City in accordance with the HOME Standard Agreement.

All submissions will follow the specific formatting, sequencing, and documentation requirements outlined in the HCD HOME Contract Management Manual including the use of HCD-required forms and checklists. B&A will coordinate with the City and Developer to ensure accuracy and completeness.

4. Establishment and Maintenance of Administrative Files

Our team will establish and maintain all administrative files consistent with HCD's preferred filing system as outlined in the HCD HOME Contract Management Manual, Title 25 CCR §8216, and the federal recordkeeping requirements of 24 CFR §92.508, if applicable.

This includes maintaining the required Public Information Binder, ensuring all records remain organized, accessible, and audit-ready in accordance with HCD's state-specific file structure.

5. Monitoring Support and Compliance Advocacy

B&A will virtually participate directly in any monitoring conducted by HCD or other oversight agencies, providing all required documentation in accordance with Title 25 CCR, Section 8200.

B&A will ensure that all files, documentation, and responses adhere to the monitoring protocols outlined in the HCD HOME Contract Management Manual, including timely corrective action for any findings within our scope of responsibility. We will advocate on the City's behalf to the maximum extent appropriate.

6. Ongoing Project Status Updates

Throughout the project, B&A will provide regular updates to City staff regarding project status, compliance requirements, and upcoming deadlines, consistent with the ongoing oversight expectations of Title 25 CCR, Section 8200 and 24 CFR Part 92, when applicable.

Updates will also reflect HCD's expectations for communication and documentation as outlined throughout the Contract Management Manual.

7. Preparation of Close-Out Manual

At project completion, B&A will prepare a comprehensive close-out manual outlining the City's ongoing responsibilities under the HOME Program. This manual will incorporate relevant federal requirements—including long-term affordability, record retention, and reporting obligations under 24 CFR §92.252, and 92.508—as well as state-specific guidance from the HCD HOME Contract Management Manual and Title 25 CCR §8208 and 8216.

The manual will be structured to include pertinent sections of HCD's existing HOME guidance, as permitted by the City.

8. Monitoring of Program Milestones

B&A will track all program milestones and recommend amendments as necessary to maintain compliance with the Standard Agreement requirements under Title 25 CCR §8214, as well as 24 CFR Part 92.

Milestone tracking will follow the expectations and tools outlined in the HCD Contract Management Manual, ensuring timely identification of required actions and compliance deadlines.

9. Facilitation of Communication

B&A will facilitate communication between the City, the Developer, HCD, and the owner entity to ensure coordinated progress and timely resolution of issues, consistent with the coordination expectations outlined in the Standard Agreement and Title 25 CCR, Section 8200.

All communication will be documented and maintained in accordance with the HCD Contract Management Manual's file structure and correspondence requirements.

10. Guidance on Federal and State Requirements

B&A will keep the City informed of all applicable federal and state requirements related to the HOME funds and assist in ensuring compliance with 24 CFR Part 92, the HOME Standard Agreement, Title 25 CCR, Section 8200, and all relevant California-specific requirements.

This includes guidance on eligible costs, procurement, environmental review, labor standards, reporting, and HCD-specific procedures outlined throughout the HCD HOME Contract Management Manual.

11. NEPA Environmental Clearance

B&A will support the City's engineering firm to ensure the appropriate level of NEPA environmental clearance on behalf of the City in accordance with 24 CFR Part 58, including the Statutory Worksheet and Environmental Assessment, as required.

B&A will support the City's engineering firm to ensure environmental review documentation will follow the procedures, templates, and submission requirements outlined in the HCD HOME Contract Management Manual, including support in preparation of all materials required for the City to obtain the Authority to Use Grant Funds (AUGF) from HCD, consistent with 24 CFR §58.22.

12. Labor Standards Monitoring

B&A will monitor all Federal Labor Standards requirements under 29 CFR Part 5 and, when applicable, State Prevailing Wage requirements. In accordance with federal guidance, the higher of the two wage determinations will be applied to appropriately advise the City's contracted engineering/labor compliance firm.

B&A will advise the City's contracted engineering/labor compliance firm on all labor standards monitoring, documentation, and enforcement and will follow the procedures outlined in the HCD HOME Contract Management Manual, including certified payroll review, wage decision management, worker interviews, and weekly updates to the City's Labor Standards Compliance Officer.

B&A will maintain all labor standards files required under the HOME Program and HUD Handbook.

E. REFERENCES

The following references are from current B&A clients who receive similar consulting services to those B&A proposes to provide for the City (company confidential list).

City of Farmersville

Contact:	Anthony Loza, Director of Finance and Administration
Telephone:	559-747-0458
Email:	aloza@cityoffarmersville-ca.gov
Services Since:	2006
B&A Services:	Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management
Recent Grants Managed:	<ol style="list-style-type: none">1) California Natural Resources Agency Urban Greening Grant Program - \$2,249,034.2) California Department of Transportation Clean California Local Grant Program - \$4,333,906.3) California Department of Housing and Community Development Grant for Local Early Action Planning - \$65,000

City of Anaheim

Contact:	Vinh Tran, Electrical Capital Projects Manager
Telephone:	714-765-4273
Email:	vtran@anaheim.net
Services Since:	2010
B&A Services:	Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management

**Recent Grants
Managed:**

- 1) U.S. Department of Homeland Security Federal Emergency Management for Undergrounding Project (Phase 1 and Phase II) - \$7,441,000 (project funds), \$481,355 (management funds).
- 2) California State Water Resources Control Board Proposition 1 Storm Water Grant for LaPalma & Richfield Storm Drain Extension and Storm Water Infiltration Project - \$1,740,835.
- 3) California Water Resources Control Board Proposition 1 Stormwater Grant for Modjeska Park Underground Storm Water Detention and Infiltration System - \$1,624,018.

City of Celina

Contact: Kimberly Brawner, P.E., Assistant City Manager
Telephone: 972-382-2682
Email: kbrawner@celina-tx.gov
Services Since: 2018
B&A Services: Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management

**Recent Grants
Managed:**

- 1) Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant - \$1,500,000.
- 2) U.S. Department of Homeland Security Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response Program - \$3,656,691.
- 3) U.S. Department of Interior Bureau of Reclamation WaterSMART Drought Resiliency Projects - \$7,253,000.

Rancho California Water District

Contact: Justin Haessly, Director of Administration
Telephone: 951-296-6900
Email: haesslyj@ranchowater.com
Services Since: 2017
B&A Services: Grant Management

**Recent Grants
Managed:**

- 1) California Office of Emergency Services Hazard Mitigation Grant Program Vail Dam project - \$3,484,405 (project funds), \$232,293 (management funds).
- 2) California State Water Resources Control Board Clean Water State Revolving Fund - \$31,800,000.
- 3) California Office of Emergency Services Hazard Mitigation Grant Program Emergency Generators project - \$1,411,840.

City of Coalinga

Contact: Sean Brewer, City Manager
Telephone: 559-935-1533 ext. 143
Email: sbrewer@coalinga.com
Services Since: 2013
B&A Services: Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management

**Recent Grants
Managed:**

- 1) California Department of Water Resources Urban Community Drought Relief Program - \$4,620,495.
- 2) California Department of Forestry and Fire Protection Urban and Community Forestry Program - \$351,576

Yuba City

Contact: Katherine Willis, Environmental Compliance Manager
Telephone: 530-822-7572
Email: kwillis@yubacity.net
Services Since: 2017
B&A Services: Grant Funding Identification (Fact Sheets), Grant Research (Go/No-Go Consultation), Grant Writing, and Grant Management
**Recent Grants
Managed:** California Department of Water Resources Urban Community Drought Relief Program - \$3,415,152.

F. FEE PROPOSAL

B&A quotes each grant administration effort based on the level of effort dictated by the grant agreement. Based on the current understanding of the HOME Program and the Scope of Work requested in RFP 23-HOME-16305, B&A proposes the following fees.

Scope of Work	Estimated Year 1 Hours	Estimated Year 2 Hours	Estimated Year 3 Hours	Monthly Annual Fee (based on blended hourly rate)
Reporting and Documentation Management	72	72	72	\$38,880
Participation in Public Meetings	6	6	6	\$3,240
Preparation of Set-Up and Disbursement Conditions File	10	0	0	\$1,800
Establishment and Maintenance of Administrative Files	10	12	12	\$6,120
Monitoring Support and Compliance Advocacy	36	36	36	\$19,440
Ongoing Project Status Updates	12	12	12	\$6,480
Preparation of Close-Out Manual	0	0	20	\$3,600
Monitoring of Program Milestones	12	15	15	\$7,560
Facilitation of Communication	18	18	18	\$9,720
Guidance on Federal and State Requirements	18	18	18	\$9,720
NEPA Environmental Clearance	30	0	0	\$5,400
Labor Standards Monitoring	0	36	36	\$12,960
TOTAL	224	225	245	\$124,920
Total Monthly Fixed Fee				\$3,470

The above information reflects a B&A Performance Period of 36 months. No cost escalation is anticipated unless the scope materially changes. If B&A Services are needed by the City beyond 36 months, a Change Order will be prepared and submitted to the City for consideration and approval.

STANDARD FEE SCHEDULE

Description	Fee
Professional Services	Fixed Fee (blended)
External Consultants (e.g., BCA analysis)	Cost – no markup
Mileage	Prevailing standard IRS rate
Travel (tolls, taxi, airfare, hotel)	Cost – no markup
Printing, Copying, Binding, etc.	Cost – no markup
Shipping, Express Mail, or Courier	Cost – no markup

B&A performs work on a fixed fee not-to-exceed basis. Each project is independently analyzed to determine the projected scope of work. Any additional one-off requests or activities that fall outside of the scope of work are performed and billed at a time and materials basis. This streamlined approach enables B&A to serve as a good steward of the client’s capital resources and be the most efficient and effective grant services provider possible. B&A may adjust rates annually to align with the cost of doing business. All external consultant fees and direct out-of-pocket expenses are billed at cost (without markup).

Our proposed rates remain valid for a period of 90 calendar days from the date of submission of this fee schedule. Invoices are provided monthly and are payable within 30 days of receipt.

B&A actively integrates the following “cost saving” practices into its operational procedures:

- All out-of-pocket expenses are billed at cost, with no markup to our clients.
- B&A utilizes company discounted commercially available printing services (e.g., Staples), as needed, for bulk printing, copying, and binding support, to minimize direct costs.
- B&A utilizes company discounted commercially available shipping and delivery services (e.g., FedEx, UPS, or USPS), as needed, for delivery of hard copy materials, significantly reducing expenses.
- Receipts for direct expenses can be provided upon request.

F. APPENDICES

The following information is attached:

- Staff Resumes



Ursula Drake

Managing Director

Ursula has over two decades of experience in the grant management arena including federal, state, regional, and foundation programs. Her accomplishments include leading some of the most complex grant and loan programs in the industry using strong budget, compliance, project management and reporting skills. Ursula possesses unique skills that encourage teams to work together for successful project management. She routinely leads her grant management team to successfully manage multi-million-dollar loan and grant-funded projects at the federal, state and regional level.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Business Management and Marketing, Baker College

PROFESSIONAL ORGANIZATIONS

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

EMPLOYMENT HISTORY

- Blais & Associates, LLC (2016-Present)
- U.S. Department of Energy
- Wichita State University Technical College
- State of Kansas
- Newaygo County Regional Educational Service Agency

UNIQUE SKILLS

- Expertise in managing large, complex grant awards for local municipalities, councils of governments and national organizations.
- Extensive experience with monitoring and ensuring regulatory compliance of agreements and contracts across a multitude of federal, state, and local funding sources.
- Considerable experience in budget management and financial writing with an emphasis on compliance and audit reporting.
- Experienced manager of organizational operations and large teams of employees.



Janet Musolf

Grant Manager

Janet is an enthusiastic and detail-driven management professional with more than 19 years' experience in federal, state, and local grant management, compliance, and quality assurance. Janet's program experience includes, public infrastructure and service projects, road reconstruction/resurfacing, community development and small business innovation research grants, along with multi-family rehabilitation and new construction projects. She has successfully managed complex grant projects across a variety of funding sources at both the local and state levels. Janet has extensive knowledge in the monitoring of performance obligations and corresponding data collection for maintaining compliance with grant requirements and reporting. Her goal is to make compliance and reporting effortless for her clients.

UNIQUE SKILLS

- Extensive experience with monitoring and ensuring regulatory compliance of agreements and contracts across a multitude of federal, state, and local funding sources.
- Extensive experience with federally funded infrastructure projects including roads, sidewalks, parks, and single/multi-family housing. Maintains operating knowledge of federal lead-based paint regulations and abatement requirements.
- Considerable experience in budget management and financial writing with an emphasis on compliance and audit reporting.
- Vast experience in procurement processes, along with contract development, negotiation, and execution with an emphasis on maintaining compliance with corresponding grant rules and regulations.
- Strong interest in data collection systems to assist with grant reporting requirements. Always searching for solutions to lessen the client's reporting burdens.

PROFESSIONAL ORGANIZATIONS

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

EMPLOYMENT HISTORY

- Blais & Associates, LLC (2022 - Present)
- U.S. Department of Energy
- State of New Mexico
- Vista Photonics, Inc.
- City of Warren, Ohio



Rachel Spence

Grant Manager

Rachel is adept at taking complex and detailed grant processes and breaking them down into achievable and organized task lists. With over 11 years of experience in federal, state, local, foundation, and nonprofit grant and program management, she is proficient at maintaining compliance and is meticulous with record keeping. Rachel's program experience includes public infrastructure, the environment, community development, underserved youth, outdoor recreation, service projects, research and innovation, workforce development, and disaster response. Rachel has extensive knowledge in the reporting requirements and related data collection for maintaining compliance with grant regulations. Her goal is to make the grant lifespan smooth and simple for her clients.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, University of South Carolina Honors College
- Grant Writing Certificate, University of South Carolina

PROFESSIONAL ORGANIZATIONS

- Grant Professionals Association, Member
- American Grant Writers Association, Member
- National Grants Management Association, Member

EMPLOYMENT HISTORY

- Blais & Associates, LLC (2025 - Present)
- U.S. Department of Energy
- Junior League of Columbia
- Palmetto Conservation Foundation

UNIQUE SKILLS

- Extensive experience with monitoring and ensuring regulatory compliance of agreements and contracts across a multitude of federal, state, and local funding sources.
- Substantial experience with federally funded infrastructure projects including multi-use trails, public parks, renewable energies, and planned infrastructure maintenance/ improvement.
- Maintains operating knowledge of Code to Federal Regulations.
- Considerable experience in budget management and financial writing with an emphasis on compliance and audit reporting.
- Expertise in managing large, complex grant awards for local municipalities, councils of governments, states, nonprofits, and federal programs.
- Vast experience in procurement processes, along with contract development, negotiation, and execution with an emphasis on maintaining compliance with corresponding grant rules and regulations.



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 4
Action Items

DEPARTMENT: City Manager

FROM: Nicholas Matoian, City Attorney

AGENDA TITLE: Adoption of Resolution 2026-004 Amending the Handbook of Rules and Procedures of the Farmersville City Council regarding the Inclusion of the Mayor and City Manager in Third-Party Communications

ACTION & RECOMMENDATION

Staff recommends that the City Council adopt Resolution 2026-004 Amending the Handbook of Rules and Procedures of the Farmersville City Council regarding the Inclusion of the Mayor and City Manager in Third-Party Communications.

BACKGROUND | ANALYSIS

California Government Code section 36813 allows the City Council to establish rules for the conduct of its proceedings. The Handbook provides easy reference in terms of City Council powers and duties, procedures pertaining to meetings, including decorum, and other general rules.

The City Council passed the most recent version of the Handbook of Rules and Procedures of the Farmersville City Council on December 12, 2022 via Resolution 2022-038.

This amendment to the Handbook of Rules and Procedures of the Farmersville City Council provides that when a Councilmember receives an oral and/or written communication from a third-party regarding City policy, City procedures or City events, such Councilmember shall include and/or inform the Mayor and City Manager of such communication(s) within a reasonable timeframe to ensure the Mayor and/or City Manager may respond to inquiries regarding such matters. This amendment adds Section "N," entitled "Council Third-Party Communications" to Chapter 1, "General Information, Powers and Duties" of the Handbook.

After this Amendment has been adopted, the Handbook can still be amended in the future in order to stay relevant with new developments or to remain compliant with California law.

FISCAL IMPACT

None

ATTACHMENTS

Handbook of Rules and Procedures of the Farmersville City Council
Resolution 2026-004

Reviewed/Approved: 

CITY OF FARMERSVILLE
RESOLUTION NO. 2026-004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
AMENDING THE HANDBOOK OF RULES AND PROCEDURES OF THE
FARMERSVILLE CITY COUNCIL REGARDING THE INCLUSION OF THE MAYOR
AND CITY MANAGER IN THIRD-PARTY COMMUNICATIONS**

WHEREAS, pursuant to Government Code Section 36813, the City Council may establish rules for the conduct of its proceedings; and

WHEREAS, the policies, rules and procedures set forth in the Handbook of Rules and Procedures of the Farmersville City Council are useful to the City Council, Commissions, Staff, and the General Public; and

WHEREAS, the Handbook may be amended by resolution to modify or establish other policies relative to the City Council.

WHEREAS, the City Council desires to amend the Handbook to include a provision related to the inclusion of the Mayor and City Manager in third-party communications related to City policy, City procedures, or City events to ensure the Mayor and/or City Manager may respond to inquiries regarding such matters.

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

1. **Adoption of Policy.** The City Council amends the Handbook to add Section "N," entitled "Council Third-Party Communications" to Chapter 1, "General Information, Powers and Duties." The text of Section "N" entitled "Council Third-Party Communications" shall read as follows:

"N. COUNCIL THIRD-PARTY COMMUNICATIONS

Upon a Councilmember's receipt of an oral and/or written communication from a third-party regarding City policy, City procedures, or City events, such Councilmember shall include and/or inform the Mayor and City Manager of such communication(s) within a reasonable timeframe to ensure the Mayor and/or City Manager may promptly respond to inquiries regarding such matters."

2. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of February, 2026, by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Tina Hernandez, Mayor

Rochelle Giovani, City Clerk



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 1
Public Hearing

DEPARTMENT: Police Dept.

FROM: Jay Brock, Chief of Police

AGENDA TITLE: Introduce and waive the first reading, and pass to a second reading Ordinance No. 535 to amend Chapter 9.04 of the Farmersville Municipal Code related to loud and unreasonable public disturbances and exemptions thereto.

ACTION & RECOMMENDATION

Staff recommends that the City Council:

1. Introduce for first reading and waive full reading of the ordinance by title only to amend Chapter 9.04 of the Farmersville Municipal Code related to loud and unreasonable public disturbances and exemptions thereto as they constitute a public nuisance; and
2. Schedule the second reading and adoption of the ordinance at the next regular Council meeting.

BACKGROUND | ANALYSIS

The City of Farmersville does not have an enforceable loud noises ordinance. Currently, if the Police Department attempts to enforce a loud noise complaint, officers use the California Penal Code and must have a victim to proceed. This creates frustration with officers and citizens alike. This ordinance will solve the issue in the Police Department's ability to enforce loud noise complaints.

The attached noise ordinance uses a standard known as a "plainly audible standard" that relies on citizens and/or officers hearing the problem and being a certain distance from the noise source. This standard will allow officers to enforce loud noise calls without the reporting party having to become a victim.

Major changes to the ordinance include:

1. Establishment of a "quiet period" between 10 p.m. and 6 a.m. on any day that is immediately followed by a weekday (Sunday-Thursday) and 11 p.m. and 6 a.m. on any day that is immediately followed by a Saturday, Sunday, or recognized state or federal holiday.
2. Additional definitions of "loud and unreasonable noise" which include the use of a loudspeaker, amplifier, public address system, or other similar device for production or amplification that can be heard by any person at a distance of thirty or more feet away; excessively loud sounds, cries, or behavioral noise caused by the keeping or maintaining of animals or fowl that can be heard by any person at a distance of thirty or more feet away; and excessively loud noise caused by calling, yelling, shouting, hooting, laughing or crying in or in proximity to residential or noise sensitive areas.
3. Elimination of the noise exemption permit process and all provisions related to permits.

FISCAL IMPACT

There is no anticipated cost to the City for implementing a noise ordinance.

ATTACHMENTS

1. Ordinance No. 535 Amending Chapter 9.04 of the City of Farmersville Municipal Code

Reviewed/Approved: 

ORDINANCE NO. 535

AN ORDINANCE OF THE CITY OF FARMERSVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AMENDING CHAPTER 9.04 OF THE FARMERSVILLE MUNICIPAL CODE RELATED TO LOUD AND UNREASONABLE PUBLIC DISTURBANCES AND EXEMPTIONS THERETO

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

SECTION 1. Sections 9.04.020, 9.04.030, and 9.04.090 of the Municipal Code of the City of Farmersville, are amended by revising the definition of “loud and unreasonable noise”, establishing a “quiet period” between 10 p.m. and 6 a.m. on any day that is immediately followed by a weekday (Sunday-Thursday) and 11 p.m. and 6 a.m. on any day that is immediately followed by a Saturday, Sunday, or recognized state or federal holiday, and removing the permitting process. Sections 9.04.020, 9.04.030, and 9.04.090 of the Municipal Code of the City of Farmersville are amended to read as follows:

9.04.020 – Definitions.

- A. “Disturbance” and “disturb” shall include conduct creating, causing, committing, maintaining or allowing to exist any disturbing or loud noise or sound; any conduct which disrupts the peace and quiet of a neighborhood; or any conduct which interferes with the quiet enjoyment of neighboring property by persons lawfully thereon.
- B. “Owner” means the person(s) (including individual(s), corporation, partnership or other entity) having legal or equitable title to the property.
- C. “Property” means any real property and any improvement thereon incidental or appurtenant, including but not limited to any room, apartment, house, building, structure or any separate part or portion thereof, whether permanent or not.
- D. “Response” shall mean the arrival of a police officer at the scene of a disturbance to render whatever service is reasonably required in order to abate a disturbance or other public nuisance.
- E. “Responsible party” is each person owning, leasing, occupying, or having charge or possession of property where a disturbance takes place, and any person who organizes, controls or participates in a disturbance. If the responsible person is a minor, then the parent or guardian who has physical custody of the child at the time of the disturbance shall be the responsible party.
- F. “Loud and unreasonable noise” shall have the same meaning as used in Penal Code Section 415 and the following:

1. The use or operation of radios, musical instruments and drums, boom boxes, stereos, phonographs, television sets, or other machines or devices for production, reproduction or amplification of sound at an audible volume that can be heard by any person at a distance of thirty (30) or more feet away;
2. The use or operation of a loudspeaker, amplifier, public address system, or other similar device for production or amplification of sound that can be heard by any person at a distance of thirty (30) or more feet away;
3. The use or operation of equipment or performance of any outside construction or repair on buildings, structures or projects, or operation of any construction type devices, including, but not limited to, cranes, bulldozers and excavators;
4. The sounding of any horn, signal or noise device on any automobile, motorcycle, bus, truck or other vehicle, in any other manner of for any other purpose than allowed by the California Vehicle Code or other federal, state or local laws;
5. The noise generated by the exhaust system of any vehicle which is not equipped, constructed, operating or maintained in a manner that prevents such noise from being audible by any person thirty (30) or more feet away from the vehicle;
6. The revving sound created by the engine of any motor vehicle, while such vehicle is not in motion, when the engine's revolutions per minute (RPM) exceed the normal idle RPM for that vehicle model, except when done in the course of repairing, adjusting or testing the vehicle or when the vehicle initially malfunctions for the first time;
7. Excessively loud sounds, cries, or behavioral noise caused by the keeping or maintaining of animals or fowl that can be heard by any person at a distance of thirty (30) or more feet away;
8. Excessively loud noise caused by the operation of any machinery, equipment, device, pump, fan, compressor, air conditioning apparatus, or similar mechanical device;
9. Excessively loud noise made in connection with the loading or unloading of any vehicle;
10. The operation of chimes, bells, horns, or other devices for the purpose of advertising or inviting the patronage of any person(s) to any business enterprise;

11. The operation of any noise-creating blower, mower, trimmer, power fan, or any battery/electrical-powered or internal-combustion-powered equipment, provided that the noise can be heard across the property line of the property from which it originates;
 12. Repairing, rebuilding, or testing of motor vehicles or operating of any motor driven vehicle off public streets or highways; and
 13. Excessively loud noise caused by calling, yelling, shouting, hooting, laughing or crying in or in proximity to residential or noise sensitive areas or in public places. This section only applies only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.
- G. "Loud and unreasonable noise" shall not include any non-commercial speech that has artistic, literary, religious, social or political value when such speech occurs in a traditional public forum and does not violate any reasonable and applicable time, place or manner restriction(s).
- H. "Enforcement officer" means either a police officer or a code enforcement officer of the City of Farmersville.

9.04.030 – Public disturbances prohibited.

- A. No person shall disturb the peace, quiet and comfort of any neighborhood or create, cause, commit, maintain or allow to exist any loud and unreasonable noise.
- B. Between the hours of ten p.m. and six a.m. on any day that is immediately followed by a weekday or eleven p.m. and six a.m.) on any day that is immediately followed by a Saturday, Sunday, or recognized state or federal holiday, it shall be unlawful for any person within a residential neighborhood, or within a radius of five hundred (500) feet therefrom, to create, cause to be created or maintain sources of loud and unreasonable noise which shall cause annoyance or discomfort to a reasonable person of normal sensitiveness.
- C. Violation of subsection A or B shall constitute a public nuisance and upon a second or subsequent violation within twelve months or a prior violation (at the same location by the same person) shall be subject to immediate and summary abatement pursuant to Government Code Section 38773.
- D. A violation of subsection A or B which also constitutes a violation of California Penal Code Section 415 shall not be punishable under this code as either a misdemeanor or an infraction but shall still constitute a civil public nuisance.

9.04.090 – Exemptions.

Notwithstanding any other provision in this chapter, this following shall not constitute a violation of Section 9.04.030:

1. Any lawful non-commercial speech that has artistic, literary, religious, social or political value when such speech occurs in a traditional public forum and does not violate any reasonable and applicable time, place or manner restriction(s).
2. Any live sporting event lawfully occurring at a public park.
3. Any activity officially sponsored or conducted by the City of Farmersville.
4. Lawful construction activities, building repairs, landscaping activities and maintenance related thereto occurring within the hours of six a.m. and ten p.m. on any weekday, or six a.m. and eleven p.m. on any day that is immediately followed by a Saturday, Sunday or recognized state or federal holiday.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This Ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Tulare.

I hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Farmersville held on the 26th day of January, 2026 passed and adopted at a Regular meeting of the City Council of the City of Farmersville held on the 9th day of February, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tina Hernandez, Mayor
City of Farmersville

Rochelle Giovani, City Clerk
City of Farmersville



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 2
Public Hearing

DEPARTMENT: City Manager

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Adoption of Resolution 2026-002 Authorizing Submission of an Application for 2025 Community Development Block Grant (CDBG) Funding

ACTION & RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2026-002 authorizing submittal of an application to the California Department of Housing and Community Development (HCD) for CDBG Program funding up to the maximum allowable per the 2025 CDBG NOFA (Notice of Funding Availability)

BACKGROUND | ANALYSIS

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low-and-moderate income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City’s proposed submittal of a 2025 CDBG Grant application, use of CDBG Program Income, and to make their comments known on the proposed activities.

A public notice was posted on February 12, 2026 on the City website, City Facebook page, at City Hall, and at the post office.

On September 30, 2025, and amended December 15, 2025, HCD released a NOFA announcing the availability of CDBG Program funds of approximately \$27 million from the 2025 funding allocation. Competitive Application submissions may be submitted from February 2, 2026 to April 3, 2026.

Eligible activities predominantly benefit low- and moderate-income Californians and include: Housing Assistance Programs (Single-Family Homeownership Assistance, and Single-Family Housing Rehabilitation); Public Facility and Public Improvements projects (including Public Improvements in Support of New Housing Construction); Public Service programs, Planning Studies, Economic Development Business Assistance and Microenterprise activities. The City may apply for a maximum of \$1,500,000 for program activities, \$300,000 for planning/public service and \$3,300,000 for project activities.

The City proposes to apply for CDBG funds for the following housing program activities:

Homebuyer Assistance	\$700,934.58
General Admin (max 7%)	\$ 49,065.42
<hr/>	
Total Homebuyer Assistance request	\$750,000.00
Housing Rehabilitation	\$700,934.58
General Admin (max 7%)	\$ 49,065.42
<hr/>	
Total Housing Rehabilitation request	\$750,000.00
Total CDBG Funding Request	\$1,500,000.00

CITY OF FARMERSVILLE
Notice of Public Meeting for Discussion of State CDBG Funding Application

NOTICE IS HEREBY GIVEN that the City of FARMERSVILLE will conduct a public hearing on February 23, 2026 at 6:00 pm, at the FARMERSVILLE Council Chambers located at 909 W. Visalia Road, FARMERSVILLE, CA 93223 in order to discuss possible applications for funding under the next fiscal year's (July 1 to June 30) State Community Development Block Grant (CDBG) funding year and to solicit citizen input on possible competitive activities to be included in the application.

PUBLIC HEARING

DATE: February 23, 2026
TIME: 6:00 p.m.
PLACE: FARMERSVILLE Council Chambers
909 W. Visalia Road, Farmersville CA 93223

The Community Development and Economic Development Allocations of the State CDBG program are published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2025 NOFA for a maximum per application request of \$3,600,000 under the competitive solicitation. It is estimated that the funding of the State 2025 CDBG program allocation is approximately \$27,000,000.

The NOFA also includes the Native American and Colonia's allocations. The Native American allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia's funding is only for designated communities within 150 miles of the Mexican-American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE 2025 NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OR MORE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW-MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED.

The City of FARMERSVILLE anticipates submitting an application for housing programs under the 2025 CDBG NOFA published September 30, 2025, amended December 15, 2025. The City of FARMERSVILLE anticipates receiving approximately \$100,000 in CDBG Program Income that will be spent on a previously-approved grant for Jennings Park improvements.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the City of FARMERSVILLE should apply for under the State CDBG program and to discuss and approve the proposed application prior to submittal to the State.

If you require special accommodation to participate in the public hearing, please contact City Clerk, 909 W. Visalia Road, Farmersville, CA 93223 or you may call (559) 747-6724. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on Monday – Friday.

If you are unable to attend the public hearing, you may direct written comments to City Clerk, 909 W. Visalia Road, Farmersville, CA 93223 or you may call (559) 747-6724. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on Monday – Friday.

The City of FARMERSVILLE promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

CIUDAD DE FARMERSVILLE

Aviso de reunión pública para la discusión de la solicitud de financiación estatal del CDBG

SE NOTIFICA POR LA PRESENTE que la ciudad de FARMERSVILLE celebrará una audiencia pública el 23 de febrero de 2026 a las 18:00 horas, en la Sala del Ayuntamiento de FARMERSVILLE, situada en 909 W. Visalia Road, FARMERSVILLE, CA 93223 , con el fin de discutir posibles solicitudes de financiación para el próximo año fiscal (1 de julio a 30 de junio) de la Subvención Estatal de Desarrollo Comunitario (CDBG) y para solicitar la opinión de ciudadanos sobre posibles actividades competitivas que se incluirán en el Aplicación.

AUDIENCIA PÚBLICA

FECHA: 23 de febrero de 2026

HORA: 18:00.

LUGAR: Cámaras del Consejo de FARMERSVILLE
909 W. Visalia Road, Farmersville CA 93223

Las asignaciones de Desarrollo Comunitario y Desarrollo Económico del programa estatal CDBG se publican en un "Aviso de Disponibilidad de Financiación" (NOFA) combinado cada año del programa. Las ciudades y condados elegibles pueden presentar solicitudes de Desarrollo Comunitario y Vivienda para fondos CDBG bajo la NOFA 2025 para un máximo por solicitud de solicitud de 3.600.000 dólares bajo la licitación competitiva. Se estima que la financiación de la asignación del programa estatal CDBG 2025 es de aproximadamente 27.000.000 de dólares.

La NOFA también incluye las asignaciones de nativos americanos y de Colonia. La asignación de nativos americanos es solo para áreas con altas concentraciones de residentes nativos americanos de bajos ingresos, que no forman parte de una tribu nativa americana reconocida federalmente ni de una Ranchería. La financiación de la Colonia es solo para comunidades designadas en un radio de 150 millas de la frontera entre México y Estados Unidos.

LAS ACTIVIDADES ELEGIBLES BAJO LAS ASIGNACIONES ANTERIORES EN LA NOFA 2025 INCLUYEN: PROGRAMAS DE ASISTENCIA PARA LA PROPIEDAD DE VIVIENDA Y REHABILITACIÓN DE VIVIENDA; PROYECTOS DE INSTALACIONES PÚBLICAS Y MEJORAS PÚBLICAS (INCLUYENDO MEJORAS PÚBLICAS EN APOYO A LA CONSTRUCCIÓN DE NUEVAS VIVIENDAS); PROGRAMAS DE SERVICIO PÚBLICO, ESTUDIOS DE PLANIFICACIÓN, DESARROLLO ECONÓMICO, ASISTENCIA EMPRESARIAL Y ACTIVIDADES DE MICROEMPRESA. LAS ACTIVIDADES ELEGIBLES PAGADAS CON FONDOS ESTATALES DE CDBG DEBEN CUMPLIR UNO O MÁS DE LOS TRES OBJETIVOS NACIONALES LISTADOS EN LOS ESTATUTOS FEDERALES DE CDBG DE LA SIGUIENTE MANERA: BENEFICIO PARA HOGARES O PERSONAS DE INGRESOS BAJOS O MODERADOS; ELIMINACIÓN DE BARRIOS MARGINALES Y DETERIORO; O ATENDER UNA NECESIDAD URGENTE DE DESARROLLO COMUNITARIO.

La ciudad de FARMERSVILLE prevé presentar una solicitud para programas de vivienda bajo el CDBG NOFA 2025 publicado el 30 de septiembre de 2025 y modificado el 15 de diciembre de 2025. La ciudad de FARMERSVILLE prevé recibir aproximadamente 100.000 dólares en ingresos del Programa CDBG que se destinarán a una subvención previamente aprobada para mejoras en Jennings Park.

El propósito de esta audiencia pública es dar al público la oportunidad de expresar sus comentarios sobre qué tipos de actividades elegibles debería solicitar la ciudad de FARMERSVILLE bajo el programa estatal CDBG y discutir y aprobar la solicitud propuesta antes de presentarla al Estado.

Si necesita una adaptación especial para participar en la audiencia pública, por favor contacte con el Secretario Municipal, 909 W. Visalia Road, Farmersville, CA 93223 o puede llamar al (559) 747-6724. Además, un archivo de información pública está disponible para su consulta en la dirección mencionada entre las 8:00 y las 17:00 horas de lunes a viernes.

Si no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito al Secretario Municipal, 909 W. Visalia Road, Farmersville, CA 93223, o llamar al (559) 747-6724. Además, un archivo de información pública está disponible para su consulta en la dirección mencionada entre las 8:00 y las 17:00 horas de lunes a viernes.

La ciudad de FARMERSVILLE promueve la vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y moderados, independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.

Resolution of the Governing Body

RESOLUTION NO. 2026-002

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the **City** of Farmersville as follows:

SECTION 1:

The **City Council** has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of **\$1,500,000** for the following CDBG activities, pursuant to the and 2025 CDBG NOFA:

List activities and amounts

Activity (e.g. Public Services, Infrastructure, etc.)	Dollar Amount Being Requested for the Activity
Homeownership Assistance	\$ 750,000
Housing Rehabilitation	\$ 750,000
	\$
	\$
	\$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed **\$0** for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the **City Manager** or designee*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the **City Mayor** or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the **City Manager** or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Farmersville** held on 2/23/2026 by the following vote:

AYES: Enter # of votes or names

NOES: Enter # of votes or names

ABSENT: Enter # absentees or names

ABSTAIN: Enter # of abstains or names

Tina Hernandez, Mayor
City Council

STATE OF CALIFORNIA
City of Farmersville

I, **Rochelle Giovani**, **City Clerk** of the **City of Farmersville**, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said **City Council** on this **23rd** day of **February**, **2026** and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Rochelle Giovani, **City Clerk** of the **City** of Farmersville,
State of California

By: Rochelle Giovani, City Clerk



STAFF REPORT

TO: Farmersville City Council
MEETING DATE: February 23, 2026

Item #: 1
Discussion Items

DEPARTMENT: City Manager

FROM: Daymon Qualls, City Manager

AGENDA TITLE: Discussion and Direction Regarding Environmental Safety Guidelines for the City of Farmersville

ACTION & RECOMMENDATION

It is recommended that the City Council:

1. Receive and discuss information regarding existing environmental safety regulations and practices applicable to the City of Farmersville; and
2. Provide direction to staff regarding whether to pursue development of additional local environmental safety guidelines or policies.

BACKGROUND | ANALYSIS

At a prior Council meeting, a Council Member requested a future agenda item regarding “Environmental Safety Guidelines” for the City of Farmersville.

At this time, no specific policy proposal or regulatory framework has been submitted. This item is presented to facilitate discussion and to allow Council to provide direction to staff regarding the scope and intent of any potential future action.

EXISTING REGULATORY FRAMEWORK

Environmental safety in California is governed primarily through federal and state laws and regulations, including but not limited to:

- California Environmental Quality Act (CEQA)
- California Air Resources Board (CARB) regulations
- Regional Water Quality Control Board requirements
- Cal/OSHA workplace environmental safety standards
- Hazardous materials regulations (CalEPA / DTSC)
- San Joaquin Valley Air Pollution Control District rules

The City currently complies with applicable environmental laws through:

- CEQA review for development projects
- Building and safety inspections
- Stormwater and MS4 compliance
- Hazardous materials coordination with the County and Fire Authority
- Public works standards for drainage, infrastructure, and waste management

POLICY CONSIDERATIONS

If the Council wishes to explore additional local environmental safety guidelines, key considerations may include:

- Scope (city operations vs. private development vs. community-wide standards)

- Regulatory authority and legal constraints
- Fiscal impact and staffing capacity
- Consistency with regional, state, and federal regulations
- Potential impacts on businesses and development
- Community education and outreach components

Environmental safety policies may range from voluntary best-practice guidelines to formal ordinances or municipal code amendments. Environmental safety within the City of Farmersville is currently governed through existing federal, state, and regional regulatory frameworks.

This agenda item is intended to provide the Council with the opportunity to clarify its goals and provide direction to staff regarding whether additional local environmental safety guidelines should be explored.

FISCAL IMPACT

There is no fiscal impact associated with this discussion item. Should the Council direct staff to research, draft, or implement new guidelines, fiscal impacts would depend on the scope of work and may include staff time, consultant services, legal review, and potential enforcement costs.

ATTACHMENTS

None

Reviewed/Approved: 